



**BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING**

Thursday, June 07, 2018

6:00 p.m. - Closed Session

7:00 p.m. - Public Session

Burbank City Hall
275 E. Olive Avenue
Burbank, California

AGENDA

The entire agenda packet is available for review online at www.burbankusd.org; at the District Office Building, Superintendent's Office, 1900 W. Olive Ave., Burbank, 91506; and at the Reference Desk in all Burbank City Libraries at: 110 N. Glenoaks, Burbank, 91502; 300 N. Buena Vista, Burbank, 91505; and 3323 W. Victory Blvd., Burbank, 91505.

1. CALL TO ORDER

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

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

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

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

3.a Conference with Labor Negotiator, Pursuant to Government Code §54957.6

Agency Negotiator: Sarah Niemann

Employee Organization: Burbank Teachers Association (BTA)

- 3.b Conference with Labor Negotiator, Pursuant to Government Code §54957.6
Agency Negotiator: Sarah Niemann
Employee Organization: California School Employees Association (CSEA) Chapter 674
- 3.c Public Employee Discipline/Dismissal/Release Pursuant to Government Code §54957
- 3.d Public Employee Performance Evaluation Pursuant to Government Code §54957
Title: Superintendent of Schools
- 3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students: 960025268 and 960022506
- 4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE
When the Board of Education reconvenes in Public Session, the Board may make any required disclosures regarding actions taken in Closed Session or adopt any appropriate resolutions concerning these matters.
- 5. REPORTING ON CLOSED SESSION
- 6. ADJUSTMENTS TO THE AGENDA
The Board President will announce any requests for adjustments to the meeting agenda.
- 7. ITEMS FOR FUTURE AGENDAS
- 8. PRESENTATIONS / RECOGNITIONS
 - 8.a Recognition of the District's Music is Instrumental Campaign Supporters
Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, will facilitate the recognition and introduce Los Angeles County Supervisor Kathryn Barger; members of the Musicians at Play Foundation, the Burbank Arts for All Foundation, Los Angeles County Arts Commission, and the 1,000 for \$100 Committee for their partnership and support of the District's Music is Instrumental Campaign.
 - 8.b Recognition of the 2017-2018 Math Field Day Participants
Peter Knapik, Director, Elementary Education, will facilitate the recognition and introduce the District's 2017-2018 Los Angeles County Office of Education Math Field Day participants as well as the teachers and volunteers, who helped make this event successful for the students.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications

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

9.b Staff Responses

9.c Board Members' Comments and Responses

10. REPORTS TO THE BOARD

10.a Superintendent's Comments

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

10.b Report on Positive Behavior Interventions and Supports (PBIS) Program

Johanna Chase, Director of Wellness, will report on Positive Behavior Interventions and Supports (PBIS) Program, as presented.

[Report on PBIS.pdf](#)

10.c Report on the Safe and Caring School Climate Committee

Johanna Chase, Director of Wellness, will report on the Safe and Caring School Climate Committee, as presented.

[Report on Safe Schools.pdf](#)

10.d First Reading of the BUSD District-Wide Goals and Core Values Statement for 2018-19

Matt Hill, Superintendent, will facilitate a first reading of the BUSD District-Wide Goals and Core Values Statement for 2018-19, as presented.

[2018-2019 District Wide Goals and Core Values_1st Read_060718.pdf](#)

10.e Report on Facilities and Technology Projects

David Jaynes, Assistant Superintendent Administrative Services, will report on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

[6-7-18 Facilities and Technology PP 060718 R1 \(00000003\).pdf](#)

11. NEW AND/OR UNFINISHED BUSINESS

- 11.a Approval of Agreement for Professional Services with American Red Cross
Johanna Chase, Director, Wellness, recommends the Board of Education approve the contract between the Burbank Unified School District and The American Red Cross, to provide CPR training for staff, not to exceed \$3,000 (01.0-00000.0-00000-7200-5850-771-2000 and 010-00000-0-00000-31400-5220-772-1000), effective June 8, 2018 through June 30, 2018, and that authority to sign the agreements be exercised pursuant to BUSD—AR 3314, as presented.

[Board Report Red Cross 051718.pdf](#)

- 11.b Approval of 2018-2019 Courses and Instructional Minutes for the Independent Learning Academy
Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2018 through June 30, 2019, as presented.

[Approval Courses and Instructional Minutes ILA.pdf](#)

- 11.c Approval of Independent Learning Academy Master Agreements
Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, 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, 2018, as presented.

[Approval of ILA Master Agreements with Agmts.pdf](#)

- 11.d Ratification of 2018-2019 Carl D. Perkins Career and Technical Education Grant Application
Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, recommends that the Board of Education ratify the application for the Carl D. Perkins Career and Technical Education Grant for the 2018-2019 school year, effective May 18, 2018, and that authority to sign the application be exercised pursuant to BUSD – AR 3314, as presented.

[Perkins.pdf](#)

- 11.e Approval of Agreement for Professional Services, ISITE Software (a.k.a School Nutrition and Fitness) (Cafeteria Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and ISITE Software (a.k.a. School Nutrition and Fitness) to provide website software services, effective July 1, 2018 through June 30, 2019, not to exceed \$1,140 (61.0-53100.0-00000-37000-5840-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[ISITE Software 18-19.pdf](#)

- 11.f Approval of Agreement for Professional Services, Image One Technology Solutions (Cafeteria

Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Image One Technology Solutions to provide web hosting services, effective July 1, 2018 through June 30, 2019, not to exceed \$2,931.05 (61.0-53100.0-00000-37000-5840-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[Image One Tech Solutions 18-19.pdf](#)

11.g Approval of Software License and Maintenance Agreement

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the agreement between Administrative Software Applications, Inc. and the Burbank Unified School District/Burbank Adult School to provide software, updates and maintenance of the student information system, not to exceed \$11,476 (28% - 11.0-00639.0-41100-27000-5840-5330000, 25% - 11.0-63910.0-41102-27000-5840-5330000, 16% - 11.0-63910.0-41106-27000-5840-5330000, 15% - 11.0-63910.0-41104-27000-5840-5330000, 13% - 11.0-63910.0-41101-27000-5840-5330000, 03% - 11.0-63910.0-41104-27000-5840-5335000) effective July 1, 2018 through June 30, 2019, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

[ASAP Agreement 2018.19.pdf](#)

11.h Approval of Agreement for Professional Services

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline Education (Aesop), to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2018 through June 30, 2019, not to exceed \$23,375.66 (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 - Aesop.pdf](#)

11.i Approval of Agreement for Use of Facilities between Burbank Unified School District and Kid's Community Dental Clinic

Peter Knapik, Director, Elementary Education recommends that the Board of Education approve the agreement for use of facilities between the Burbank Unified School District and the Kid's Community Dental Clinic, to provide dental services for students, effective July 1, 2018 through June 30, 2023, and the authority to sign the updated lease agreement pursuant to BUSD—AR 3314.

[Dental Clinic Board Report 6.7.18.pdf](#)

11.j Approval of Memorandum of Understanding with Girls on the Run (Elementary Education)

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the Memorandum of Understanding (MOU) with Girls on the Run of the Los Angeles, to offer a physical-activity based youth development program for girls in grades third through eighth, at no cost to the District, effective June 8, 2018, and the authority to sign the agreement

be exercised pursuant to BUSD – AR 3314, as presented.

[Girls on the Run MOU.pdf](#)

- 11.k Adoption of Resolution 36 Declaring Official Intent to Reimburse Certain Expenditures from Proceeds of a Lease Financing

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 36 Declaring Official Intent to Reimburse Certain Expenditures from Proceeds of a Lease Financing, as presented.

[Resolution 36 Intent to Reimburse Expenditures from Lease Financing.pdf](#)

- 11.l Adoption of Resolution 37 Authorizing Temporary Inter-fund Cash Borrowing 2018-2019
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 37 Authorizing Temporary Inter-fund Cash Borrowing transfers up to 75% of the fund balances of the District for 2018-2019 payment obligations as permitted in Education Code 42603, as presented.

[Resolution 37 - Temporary Interfund Cash Borrowing.pdf](#)

- 11.m Approval of Agreement for Professional Services, Hauffe Company, Inc. (Building Fund / Deferred Maintenance Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Hauffe Company, Inc. for bond program management, effective July 1, 2018 through June 30, 2019, not to exceed \$450,000 95% (21-0-00000-0-00000-85000-6243-7500000) Building Fund, and 5% (14.0-00000.0-00000-85000-6243-7500000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[Hauffe Contract 18-19.pdf](#)

- 11.n Approval to Cap Self Insurance Fund 67.0 Payments and Suspend Contributions to Other Post-Employment Benefits (OPEB) Trust Fund 71.0

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve to cap the Self Insurance Fund 67.0 payments at \$1.165M and use the Trust Fund to supplement any additional costs to retiree benefits until the Trust Fund reaches a minimum balance of \$5.5M and to suspend contributions to the Other Post-Employment Benefits Trust Fund 71.0 for the 2017-2018 school year, as presented.

[Suspend Contributions to OPEB.pdf](#)

- 11.o Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

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

[Policy Updates_Dec 2017_2nd Read_060718.pdf](#)

- 11.p Adoption of Resolution 38 for the Elimination or Reduction of Services for Classified

Management Positions

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 38 for the Elimination or Reduction of Services for Classified Management positions, as presented.

[Resolution 38-Reduction in Force \(Classified Management\).pdf](#)

- 11.q Adoption of Resolution 39 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 39 for the Elimination or Reduction of Services for Classified positions, as presented.

[Resolution 39-Reduction in Force.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 Action on Final Settlement Agreement (Special Education)
Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve the Final Settlement Agreement between the Burbank Unified School District and Special Education student 960025268, not to exceed \$16,000 (01.0-65000.0-50010-21000-5820-7440000), effective June 8, 2018 through December 30, 2018, and that authority to sign the Agreements be exercised pursuant to BUSD-AR 3314, as presented.

[Settlement Agreement 960025268 docx.pdf](#)

- 12.b Approval of Action on Final Settlement Agreement (Special Education)
Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve the Final Settlement Agreement between the Burbank Unified School District and Special Education student 960022506, not to exceed \$4,500 (01.0-65000.0-50010-21000-5820-7440000), effective May 8, 2018 through January 31, 2019, and that authority to sign the Agreements be exercised pursuant to BUSD-AR 3314, as presented.

[Settlement Agreement 960022506.pdf](#)

- 12.c Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of May 3, 2018, as presented.

[Minutes.05.03.18.pdf](#)

- 12.d Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Meeting of May 9, 2018, as presented.

[Minutes.05.09.18.SP.pdf](#)

Burbank Unified School District Board of Education
Regular Meeting - Thursday, June 07, 2018

- 12.e Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of May 17, 2018, as presented.

[Minutes.05.17.18.pdf](#)
- 12.f Approval of Personnel Report Number 17-18-19
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 17-18-19, covering Certificated and Classified personnel, and consisting of Pages 1 to 23 inclusive, as presented.

[Personnel Report.pdf](#)
- 12.g 2017-2018 Purchase Order Report
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2017-2018 as listed through May 7, 2018, as presented.

[2017-2018 Purchase Order Report.pdf](#)
- 12.h Approval of Warrants
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of \$9,358,348.41 and commercial warrants in the total amount of \$3,540,637.61 as presented.

[Warrants.pdf](#)
- 12.i Approval of Instructional Consultant Services
Tom Kissinger, 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.

[Consultant Report 6.7.18.pdf](#)
- 12.j Amended Reimbursement for Parent Transportation (Special Education)
Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, amend the travel reimbursement to the parents of Special Education student 900003660 to cover two parent visits/trips per calendar year, not to exceed \$3,000 (01.0-65000.0-50010-36000-5813- 7440000), effective December 22, 2017 through December 22, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: This amendment corrects the dollar amount from \$3,000 to \$4,500.

[SPED Parent Transportation - 900003660.pdf](#)
- 12.k Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch &

Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2018 through June 30, 2019, not to exceed \$70,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[Melissa Hatch - Sped Atty 18-19.pdf](#)

12.l Approval of Agreement for Professional Services, Best Best & Krieger Attorneys at Law (Special Education)

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

[BBK - Sped Atty 18-19.pdf](#)

12.m Amended Agreement for Professional Services (Special Education)

Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend the Consultant agreements, as listed, to provide psychological services, not to exceed \$17,000 each consultant for a total of \$51,000 (01.0-65000.0-50010-31200-5810-7440000), effective February 27, 2018 through June 1, 2018, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

NOTE: This amended agreement adds \$542.32 to Breanna Vignolini's agreement, for a new total amount of \$17,542.32, and it corrects the effective dates from February 27, 2018 through June 30, 2018.

[Revised Amended Psychologists Report \(O.F. #26,755\).pdf](#)

12.n Approval of Consultant Services Agreements (Special Education)

Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve the consultant agreements as listed, to provide Special Education services in translating, interpreting, and transportation, not to exceed \$511,500 (01.0-650000.0-57500-31401-5850- 7440000), (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2018 through June 30, 2019, and that authority to sign the services agreements be exercised pursuant to BUSD-AR 3314, as presented.

[SPED Consultants2018.19.pdf](#)

12.o Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies

Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian school and agencies (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2018 through June 30, 2019, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

[Approval of Master Contract Renewal for Nonpublic Nonsectarian Schools and Agencies.pdf](#)

- 12.p [Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies](#)
Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2018 through June 30, 2019, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

[Approval of Service Agreements for Nonpublic Nonsectarian Schools and Agencies.pdf](#)

- 12.q [Approval of Renewal to Lease Agreement with Deluxe Digital Studios, Inc. \(General Fund\)](#)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement No. 4 between Burbank Unified School District and Deluxe Digital Studios, Inc. d/b/a/ Deluxe Media, for use of 40 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, 2018, (2) increase the monthly fee by 5% in accordance with the agreement from \$2,778.30 to \$2,917.21 (01.0-90708.0-00000-00000-8650-7800013), and (3) District will stripe the parking lot, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[Deluxe Media Inc. Lease Renewal.pdf](#)

- 12.r [Approval of Renewal to Lease Agreement with Deluxe Media Inc. \(General Fund\)](#)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement No. 5 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, 2019, and (2) increase the monthly fee by 5% in accordance with the agreement from \$2,917.21 to \$3,063.07 for 40 parking spaces, add the use of 20 additional parking spaces with a monthly fee of \$1,531.53, bringing the new monthly total to \$4,594.60 for a total of 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 Inc. Lease Renewal.pdf](#)

- 12.s [Approval of Agreement for Professional Services, Care Van Inc.](#)
Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Care Van Inc. for transportation services for Special Education Students on an as needed basis, effective July 01, 2018, through June 30, 2019, not to exceed \$10,000.00 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

[Agreement for Professional Services Care Van.pdf](#)

- 12.t Approval of Agreement for Professional Services, G & S Transit Management, Inc. (DBA: City Cab)
Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and G & S Transit Management, Inc. (DBA: City Cab) for transportation services for Special Education students on an as needed basis, effective July 1, 2018, through June 30, 2019, not to exceed \$115,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

[Agreement for Professional Services City Cab.pdf](#)

- 12.u Approval of Agreement for Professional Services, TLC Auctions
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2018 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[TLC Auctions - Surplus Agreement 18-19.pdf](#)

- 12.v Approval of Agreement for Field Trip, Athletic and Extra-Curricular Transportation with Durham School Services, LP (General Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Amendment Number four 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, 2018 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

[Durham - Amendment 6.pdf](#)

- 12.w Approval of Piggybackable Contracts for Equipment, Materials and Services 2018-2019
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2018-2019 school year, as presented.

[Piggybackable Contracts 2018-19.pdf](#)

- 12.x Approval of District Memberships 2018-2019
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the memberships in professional organizations for 2018-2019, as presented.

[District Memberships 2018-19.pdf](#)

- 12.y Approval of Agreement for Professional Services, San Gabriel Valley Food Services Cooperative Purchasing Group
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the San Gabriel Valley Food Services Cooperative Purchasing Group, effective July 1, 2018 through June 30, 2019, and that authority to sign the contract pursuant to BUSD—AR 3314, as

presented.

[San Gabriel Valley Co-Op 18-19.pdf](#)

- 12.z Approval of Agreement for Professional Services, Melissa Manning, Registered Dietician Consultant (Cafeteria Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Melissa Manning, Registered Dietician, to provide consulting services in the development of menus, effective July 1, 2018 through June 30, 2019, not to exceed \$9,000 (13.0-53100.0-00000-37000-5850-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[Food Service Dietician 18-19.pdf](#)

- 12.aa Authorization Year End Appropriation Transfers 2017-2018

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education authorize Appropriation Transfers for 2017-2018 as permitted in Education Code sections 42600 and 42601, as presented.

[Authorization Year End Appropriation Transfers 17-18.pdf](#)

- 12.ab Approval of Agreement for Professional Services

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve an Agreement between the Burbank Unified School District and Burbank Emergency Medical Group (DBA Burbank Occupational Health Center) to provide occupational health services in the form of pre-employment physicals and screenings, fit-for duty physicals, and first aid examinations, to cover the period of July 1, 2018 through June 30, 2019 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

[Agreement - BOHC.pdf](#)

- 12.ac Approval of Agreement for Professional Services

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Shaw HR Consulting, Inc., to perform services related to the District's disability management program, not to exceed \$35,000 (01.0-90335.0-00000-27000-5880-7558000) effective July 1, 2018 through June 30, 2019 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

[Agreement - Shaw.pdf](#)

- 12.ad Approval of Agreement for Apprenticeship and Training Programs

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the agreement between Associated Builders and Contractors, Inc., and the Burbank Unified School District/Burbank Adult School, to provide Electrician Trainee Related and Supplemental Instruction, effective July 1, 2018 through June 30, 2019, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

[ABC Agreement 2018_19](#)

- 12.ae Approval of Agreement with Hanover Research (LCAP Base Grant)
Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, recommends that the Board of Education approve the agreement for consultant services between the Burbank Unified School District and Hanover Research, to provide research assistance, effective July 1, 2018 through June 30, 2019, not to exceed \$40,500 (010.00000.0-00000-72000-5850-7420025), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

[Approval of Hanover with Invoice.pdf](#)

- 12.af Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2018 through June 30, 2019, not to exceed \$100,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[Lozano Smith 2018-19.pdf](#)

- 12.ag Approval of Agreement for Professional Services, Atkinson, Andelson, Loya, Ruud & Romo (General Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2018 through June 30, 2019, not to exceed \$200,000 per year (01.0-00000.0-00000-72000-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[AALRR Agreement 2018-2019.pdf](#)

- 12.ah Approval of Agreement for Professional Services, E-Rate Funding Consultation
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and M & E Solutions, LLC aka MEMC Solutions LLC, to provide E-Rate funding consultation in order to capture federal E-Rate funding to support technology improvements for schools and classrooms, effective July 1, 2018 through June 30, 2019, not to exceed \$75,000 (40.0-00000.0-00000-81000-5850-7500000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

[Eddie Smith - E-Rate 18-19.pdf](#)

- 12.ai Approval of Agreement for Professional Services, Amtech Elevator Services
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Amtech Elevator Services for a District-Wide Master Maintenance Agreement (elevators = \$58,512) and an Oil & Grease Agreement (wheel chair lifts and stair glide = \$8,000), effective July 1,

2018 through June 30, 2019, not to exceed \$66,512 (01.0-81500.0-00000-81100-5631-7523400), and that the authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

[Amtech Agreement 18-19.pdf](#)

- 12.aj Approval of Award of Contract, CUPCCAA Bid 1718-079, Pierre Landscape, Landscape Irrigation Improvements, Bret Harte Elementary School (Routine Maintenance)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a contract between Burbank Unified School District and Pierre Landscape, for Landscape Irrigation Improvements at Bret Harte Elementary School, not to exceed \$176,705 (01.0-81500.0-00000-85000-6170-7523500) Routine Maintenance, effective June 8, 2018 through June 7, 2019, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

[AOC_Pierre_Harte_Routine Maint..pdf](#)

- 12.ak Approval of Award of Contract, CUPCCAA Bid 1718-081, PMC Concrete Contractors Inc., Replacement of Lunch Shelter Asphalt, Joaquin Miller Elementary School (Routine Maintenance)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a contract between Burbank Unified School District and PMC Concrete Contractors Inc., for the Replacement of the Lunch Shelter Asphalt at Joaquin Miller Elementary School, not to exceed \$58,690 (01.0-81500.0-00000-85000-6170-7523500) Routine Maintenance, effective June 8, 2018 through June 7, 2019, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

[AOC_PMC_Miller_Routine Maint..pdf](#)

- 12.al Approval of Award of Contract, Progressive Surface Solutions, Demo and Installation of Flooring, Thomas Edison Elementary School (Deferred Maintenance)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a contract between Burbank Unified School District and Progressive Surface Solutions, for the Demo and Installation of Flooring at Thomas Edison Elementary School, not to exceed \$73,763.34 (14.0-00000.0-00000-85000-6282-2020000) Deferred Maintenance, effective June 8, 2018 through June 7, 2019, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

[AOC_Progressive_Edison_Deferred Maint..pdf](#)

- 12.am Acceptance of Notice of Completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Modular Classroom Buildings, Thomas Jefferson Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept a notice of completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Modular Classroom Buildings, Thomas Jefferson Elementary School, not to exceed \$33,962 PO 18003819 (210-00000-0-91008-85000-6170-206-0000) Bond Fund, as presented.

[6-7-18 NOC_ Pilgrim Fence_ Additional_ Modulares_ Jefferson.pdf](#)

- 12.an Approval of Amended Agreement for Professional Services, Ninyo & Moore, Geotechnical, Materials Testing and Special Inspection, Two Relocatable Classroom Buildings, William McKinley Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 04-01852, dated May 3, 2018, to provide materials testing and special inspection services at the two Relocatable Classroom project at William McKinley Elementary School, effective June 8, 2018 through June 8, 2019, not to exceed \$33,046 (213-00000-0-91008-85000-6282-209-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

[6-7-18 Approval_ Amended Agreement_ Ninyo&Moore_ Relocatables_ McKinley.pdf](#)

- 12.ao Approval of Amended Agreement for Professional Services, Ninyo & Moore, Geotechnical, Materials Testing and Special Inspection, Five Classroom Modular Buildings, William McKinley Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 04-01852, dated May 3, 2018, to provide materials testing and special inspection services at the five Classroom Modular project, William McKinley Elementary School, effective June 8, 2018 through June 8, 2019, not to exceed \$91,494 (213-00000-0-91008-85000-6282-209-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

[6-7-18 Approval_ Amended Agreement_ Ninyo&Moore_ Modulares_ McKinley.r1.pdf](#)

- 12.ap Ratification of Amended Agreement for Professional Services, Massadi Enterprises, Division of State Architect (DSA) On-Site Inspection Services, Robert Louis Stevenson Elementary School After School Village (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an amended agreement for professional services between Burbank Unified School District and Massadi Enterprises, to perform on-site, DSA inspection services, Robert Louis Stevenson After School Village, Modular Classrooms, effective May 18, 2018 through May 18, 2019, not to exceed \$8,925 PO 18001519 (210-00000-0-91008-85000-6281-215-0000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

[6-7-18 Ratification_ Massadi_ Stevenson Village.pdf](#)

- 12.aq Ratification of Deductive Change Order No.1, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Phone Infrastructure Installation, Two Relocatable Classrooms, Walt Disney Elementary (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify deductive change order No.1 between Burbank Unified School District and Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Phone Infrastructure Installation, Two Relocatable Classrooms, for deleting the installation of inverters, effective May 24, 2018

through May 24, 2019, not to exceed (\$20,334.72) PO 18002826, Walt Disney Elementary School, Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows:

Facilities: Walt Disney Elementary, (\$15,047.69) (21.0-00000-0-91008-85000-6230-201-0000) Bond Fund

Technology: Walt Disney Elementary, (\$5,287.03) (21.0-00000-0-91008-85000-6249-201-0000) Bond Fund

[6-7-18 Ratification_ Deductive CO No. 1_ Intercom Clock and Signal_ Relocatable_ Disney.pdf](#)

- 12.ar Ratification of Amended Notice of Completion, Elite Modulares, Purchase of One 12' X 40' Relocatable Rest Room, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an amended notice of completion, Elite Modulares, Purchase of One Relocatable Rest Room, to include additional bonding costs to adjust the final contract price, Robert Louis Stevenson Elementary School After School Village, not to exceed \$125,342 PO 18001585 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

[6-7-18 Ratification_ Amended NOC_ Elite Modular_ Stevenson Village.pdf](#)

- 12.as Acceptance of Notice of Completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Relocatable Transitional Kindergarten Classrooms, Providencia Elementary School (Bond Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept a notice of completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Relocatable Transitional Kindergarten Classrooms, Providencia Elementary School, not to exceed \$1,847.75 PO 18003826 (210-00000-0-91008-85000-6170-213-0000) Bond Fund, as presented.

13. REQUESTS TO ADDRESS THE BOARD

- 13.a Public Communications

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

- 13.b Staff Responses

13.c Board Members' Comments and Responses

14. RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

**Burbank Unified School District
Instructional Services Department**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Johanna Chase, Director of Wellness

PREPARED BY: Debbie Wade, Administrative Secretary

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Report on Positive Behavior Interventions and Supports (PBIS) Program

Background:

In April, 2016, the Burbank Unified School District (BUSD) Board of Education approved a comprehensive multi-year Mental Health and Wellness Plan. Objective 4.1 of this plan, in its current (2017-2018) version, is to adopt the Positive Behavior Interventions and Supports (PBIS) framework for all elementary and secondary schools. At the heart of this framework is the concept of establishing and maintaining behavioral expectations for the entire school community. The purpose of PBIS is to strengthen social, emotional, and behavioral support for students by engaging the adults at school in transforming the framework and culture of the school via a multi-tiered system-wide approach.

District-Wide Goals (2017/2018)

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

Discussion/Issues:

Using the “Train-the-Trainer Model” school administrators and staff from each District school site are expected to attend ongoing PBIS training from the Los Angeles County Office of Education. The District’s high schools and middle schools have already started this training, and the elementary schools are expected to begin in the fall of 2018. Once staff are trained and school sites are ready to begin facilitating the PBIS framework, the District team works collaboratively with the PBIS school site teams to implement the tiered components of PBIS at their schools. In some cases, schools may need more than one year of training and support in order to begin implementation. The expectation is that PBIS will help shift the paradigm of how adults and students communicate with each other and create safer and more effective learning environments so that all students achieve academic and personal success. The District contracts annually with the Los Angeles County Office of Education to provide training and support for the District Lead Team and for each school site utilizing the PBIS framework.

Fiscal Impact:

2017-2018: \$23,400 from Local Education Agency (LEA) Grant Reimbursable funds.

2018-2019: \$80,000 from Local Control Accountability Plan (LCAP) Supplemental Grant funds.

Recommendation:

Johanna Chase, Director of Wellness, will report on the District’s progress with Positive Behavior Interventions and Supports (PBIS) Program, as presented.

Positive Behavior Supports and Interventions (PBIS)



Report to the Board of Education
June 7, 2018



Wellness Programs & Services



PBIS Goals



District Goals

PBIS:

- *“More effective, efficient, and equitable learning environments for all schools.”*
- *“Organize evidence-based behavioral interventions into an integrated continuum that enhances social, emotional and academic outcomes for all students.”*

LCAP 7.1:

- Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

Mental Health & Wellness Plan 4.1:

- Adopt a Positive Behavioral Intervention and Support (PBIS) model for the elementary and secondary levels based on behavioral expectations for the entire school community.



PBIS Objectives

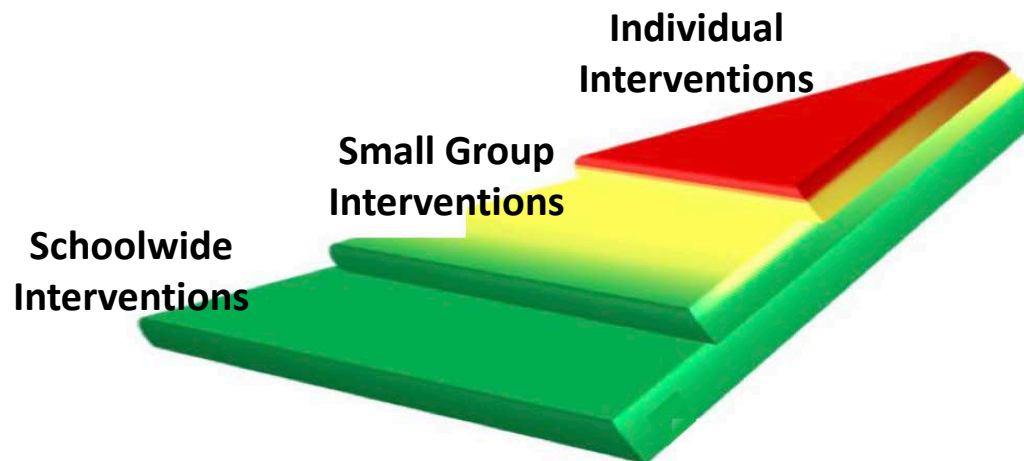
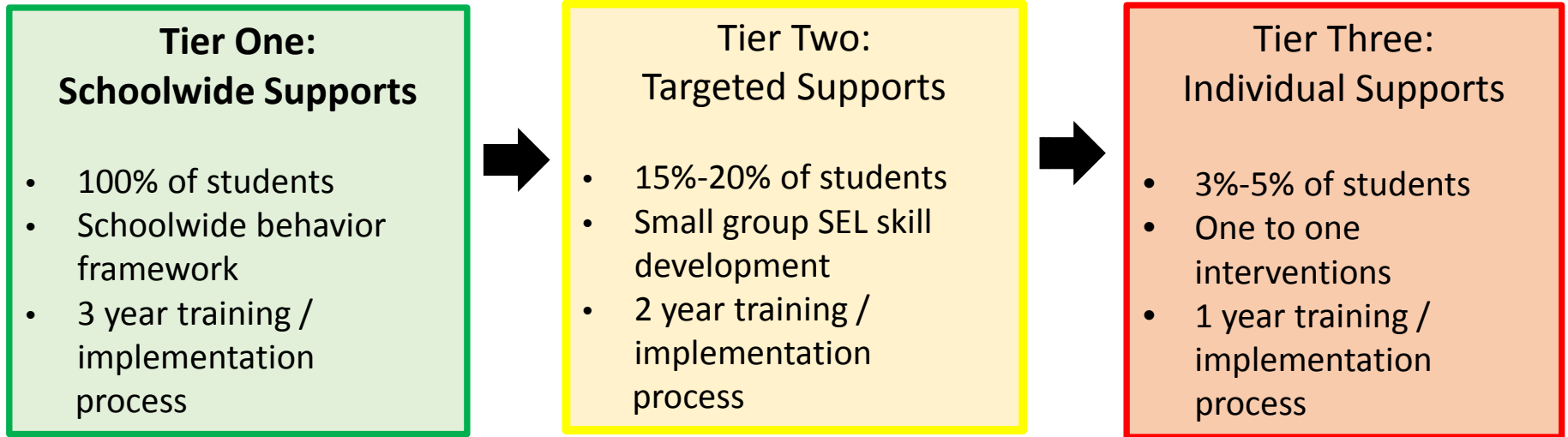


BUSD's Progress Toward Objectives

- Establish a District leadership PBIS team
- Establish school site PBIS teams.
- Develop school-wide PBIS frameworks
- Develop procedures for teaching and reinforcing school-wide & classroom behaviors
- Develop progress monitoring procedures for implementation
- Develop metrics for measuring student outcomes

- ✓ District PBIS team meets monthly
ONGOING
- ✓ School site teams of staff, parents, and students meet monthly
IN PROCESS
- ✓ Teams collaboratively develop a PBIS schoolwide framework of behavioral expectations
IN PROCESS
- ✓ Teams identify and implement research-based approaches to building caring school communities
IN PROCESS
- ✓ Teams monitor the progress of PBIS implementation
IN PROCESS
- ✓ Teams develop metrics based on a PBIS school-wide framework
IN PROCESS

PBIS Tier Model



Annual Progress Toward PBIS Implementation

2016-2017

- PBIS framework introduced to district leadership and high school administrators
- District leadership team completed the PBIS self assessment.
- Tier One Training began for: BHS, CDS, JBHS

2017-2018

- PBIS framework introduced to all secondary schools
- District leadership team completed a progress monitoring assessment
- School site teams completed a progress monitoring assessment.
- Tier One Training continued, but expanded to: Monterey HS, Jordan, MS Luther MS, and Muir MS

2018-2019

- PBIS training will expand to all elementary schools
- District leadership team continues to monitor overall progress.
- School site teams continue to monitor progress, but begin implementation when ready

Annual Cost of PBIS Implementation

2016-2017

Training for 3 schools @ 3,000/school
Total Cost: \$9,000

2017-2018

Training for 7 schools @ 3,900/school
Total Cost: \$27,300

2018-2019

Training for 18 schools @ \$3,900/school

Data Analysis for 18 schools @ \$350/school

Total Cost: \$76,500

Anticipated Outcomes of PBIS Implementation

- Sustain ongoing collaborative approach for identifying, promoting, reinforcing, and monitoring behavior expectations for students, staff, and visitors
- Link school-wide behavior expectations with discipline data to inform trends and factors that impact academic and social outcomes
- Use multiple measures to identify and provide support for students needing more targeted support
- Reduction in reported disruptive behaviors and behaviors resulting in disciplinary action
- Improved school connectedness, student personal /social skill development, improved peer/social relationships, and improved academic outcomes

**Burbank Unified School District
Instructional Services Department**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Johanna Chase, Director of Wellness

PREPARED BY: Debbie Wade, Administrative Secretary

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Report on the Safe and Caring School Climate Committee

Background:

A few years ago, a committee of stakeholders was developed in order to provide guidance, support, and perspective in areas related to student safety, emotional health, and well-being. This working group, known as the “School Climate Committee,” was originally facilitated by the District’s Director of Safety and Student Services. In January 2018, the District’s Director of Wellness began facilitating the committee. Shortly thereafter, it was renamed as the “Safe and Caring School Climate Committee,” to more accurately reflect how its purpose and objectives had evolved over the years. Using the “Whole School, Whole Community, Whole Child approach,” this committee engages stakeholders in a shared vision where policies, programs, practices, and policies allow students and staff to flourish. The committee, which meets on a monthly basis, works to support schools as safe and supportive places to work, learn, and visit.

District-Wide Goals (2017/2018)

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

Discussion/Issues:

In May of 2018, the Board of Education requested a detailed report on the efforts of the Safe and Caring School Climate committee. The accompanying presentation outlines the work of the committee in its efforts to support bullying prevention and intervention, school safety planning and emergency response, the creation of Safe Zones for Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, and Allies (LGBTQQIA) persons at schools, support for the District’s Wellness Symposium, and efforts regarding parent-staff outreach and education.

Fiscal Impact:

None

Recommendation:

Johanna Chase, Director of Wellness, will report on the Safe and Caring School Climate Committee, as presented.

Safe and Caring School Climate Committee



Report to the Board of Education June 7, 2018



Wellness Programs & Services

Safe and Caring School Climate Committee:

The Basics...

- Standing monthly stakeholder meeting
- Members engaged in addressing issues about school safety, school climate, emergency planning, bullying intervention, creating safe zones at school, and facilitating parent education and outreach
- Applying the *Whole School, Whole Community, Whole Child* approach to collaboratively support schools as safe, caring, nurturing places

Safe and Caring School Climate Committee:

Our Goals...

- To inform school safety, address bullying, and analyze approaches to school climate
- To support the work of the Mental Health and Wellness committee and the district Mental Health and Wellness Plan
- To promote the District's safe and caring school climate initiatives

Safe and Caring School Climate Committee: *2017-2018 Outcomes...*

- Reviewed existing Board Bullying Policy
- Promoted district initiatives like the bullying forum, Board resolutions, and the District Wellness Symposium
- Supported the District's Wellness Symposium
- Reviewed all school safety plans
- Recommended "Safe Zones" at all schools

Safe and Caring School Climate Committee: *2018-2019 Goals...*

- Support district bullying prevention/intervention efforts
- Review all school safety plans and support corresponding initiatives
- Support Mental Health & Wellness Committee initiatives
- Merge with district Safety Committee
- Support the district in delivering a monthly *Evening of Education* series

**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 7, 2018

SUBJECT: First Reading of the BUSD District-Wide Goals and Core Values
Statement for 2018-19

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. In May of 2017, the Goals were updated and approved for 2017-18.

On March 29 and May 9, Study Sessions were held to revise the Goals for the 2018-19 school year and provided District staff and the Board of Education an opportunity to finalize the goals based on input from various stakeholder groups.

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 2018-19.

Recommendation:

Matt Hill, Superintendent, will facilitate a first reading of the BUSD District-Wide Goals and Core Values Statement for 2018-19, as presented.



District-Wide Goals for 2018-19

Adopted May 18, 2018

1. IMPROVE LEARNING AND ACHIEVEMENT FOR TARGETED SUBGROUPS OF STUDENTS.

- 1.1 Increase the percentage of English learner (EL) students who are reclassified as proficient in English and continue to monitor progress of students in all academic areas
- 1.2 Continue developing and assessing intervention programs specifically for students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
- 1.3 Continue to provide high-quality staff development in effective instructional and engagement strategies for teachers of students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
- 1.4 Develop new strategies and enhance existing engagement supports and activities for parents of students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
- 1.5 ~~Finalize and implement~~ thea Special Education Master Plan.
- 1.6 Develop new and strengthen existing relationships with community partners to support our students.

2. IMPROVE LEARNING AND ACHIEVEMENT FOR ALL STUDENTS.

- 2.1 Sustain a systematic writing program in grades K-8 and begin to integrate a cross-discipline writing program for grades 9-12.
- 2.2 Sustain and improve the quality of teacher collaboration time, including dedicated site collaboration time, to implement curriculum aligned to the California State Standards and best practices in instruction.
- 2.3 Sustain and improve the Power Hour model in grades K-5 in Reading Language Arts and the Response to Intervention (RtI) approach in elementary mathematics for students.
- 2.4 ~~Finalize and implement~~ thea Gifted and Talented Education (GATE) Master Plan.
- ~~2.5—Develop new strategies and enhance existing engagement supports.~~

3. CONTINUE TO ALIGN ALL INSTRUCTION AND LEARNING TO CALIFORNIA STATE STANDARDS.

- 3.1 Continue to collaboratively develop, revise, and administer District common assessments, grading policies, and report cards aligned with California State Standards.
- 3.2 Develop a Parent Guide to improve understanding of elementary report cards.
- 3.3 Continue to develop and implement comprehensive instructional pacing guides that meet the needs of all learners.
- 3.4 Continue to promote and support the involvement of teachers in the piloting and adoption of California State Standards instructional materials / textbooks and provide supplemental materials for Special Education students and English learners.
- 3.5 Continue to address California State Standards during parent meetings at school sites during the year.

4. CONTINUE TO IMPLEMENT THE BUSD ARTS FOR ALL PLAN

- 4.1 Maintain the number of elementary music teachers to sustain the elementary music program.
- ~~4.2—Ensure a sequential curriculum for the music program in grades Preschool-5.~~
- ~~4.34.2~~ Maintain an inventory and a budget and develop a plan for maintenance and repair / replacement of instrumental music equipment.
- ~~4.44.3—Work with partners to develop fundraising strategies to address 10% of the instrument repair plan.~~

5. EXPAND PROGRAMS TO PREPARE STUDENTS FOR COLLEGE, POST SECONDARY EDUCATION, TRAINING, AND/OR THE WORKPLACE FROM PRESCHOOL THROUGH ADULT EDUCATION.

- 5.1 Ensure 100% of BUSD students receive their diplomas or certificates of completion.
- 5.2 Monitor the implementation of the comprehensive guidance plan.
- 5.3 Continue to promote a culture of academic success in order to decrease the number of D and F grades in secondary schools and the number of 1 and 2 grades in elementary schools.
- 5.4 Increase the number of high school students who have completed a-g requirements for college eligibility.
- 5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes / programs.
- 5.6 Continue to partner with the City of Burbank, Burbank Chamber of Commerce, and local businesses to develop more academic / career readiness programs, internships, and certifications for our students.
- 5.7 Increase the number of dual enrollment classes with our community college partners.



District-Wide Goals for 2018~~7~~-

1 0 0

6. DEVELOP AND IMPLEMENT A COMPREHENSIVE PROFESSIONAL DEVELOPMENT PLAN FOR ALL EMPLOYEES.

- 6.1 Continue to provide professional development opportunities for all certificated and classified employees.
- 6.2 Continue to provide classified and certificated employees with anti-bullying training and awareness strategies.
- 6.3 Continue to provide training opportunities for teachers on differentiated instruction for GATE (Gifted and Talented Education) students.
- 6.4 Continue to develop and implement a comprehensive professional development plan for all staff on providing support and instruction to students with special needs in a least restrictive environment.
- 6.5 Ensure all staff are trained on suicide prevention practices and procedures.
- 6.6 Continue to develop and implement an instructional technology professional development plan.

7. CREATE A POSITIVE SCHOOL CLIMATE BY MAINTAINING A SAFE ENVIRONMENT AND DEVELOPING A SENSE OF BELONGING FOR ALL STUDENTS AND STAFF.

- 7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.
- 7.2 Continue to implement curriculum for use in grade 10 World History classes that addresses the Armenian Genocide.
- 7.3 Continue to implement and further develop curriculum for use in grade 11 U.S. History classes that addresses the contribution the LGBTQ (Lesbian, Gay, Bisexual, Transgender, and Questioning) community has made in California and American history.
- 7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.
- 7.5 Continue to develop safe and supportive school environments for transgender students.
- 7.6 Monitor, update, and communicate changes to District policies to ensure compliance.
- 7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.
- 7.8 Ensure students receive instruction in health, nutrition, and fitness that promotes the development of physical and emotional well-being and healthy lifestyles.
- 7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.
- 7.10 Develop a plan to recruit, hire, and retain highly qualified, talented, and productive diverse employees.

8. PROVIDE ALL STUDENTS WITH ACCESS TO TECHNOLOGY IN THE CLASSROOM.

- 8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.
- 8.2 Identify funding resources to implement an ongoing District-wide computer and infrastructure refresh plan.
- 8.3 ~~Complete upgrading the infrastructure at all sites to provide access to Wi-Fi services and 21st Century classrooms and identify funding resources for future refresh.~~
- 8.4 Develop a three-year plan for the expansion of online high school classes and the expansion of the Independent Learning Academy (ILA).
- 8.5 Evaluate and expand partnership with the City of Burbank library system to provide greater access to students by using their student BUSD-issued BConnectED identification cards.

9. DEVELOP NEW COMMUNICATION AND COLLABORATIVE STRATEGIES WITH PARENTS, STUDENTS, EMPLOYEES, AND THE COMMUNITY.

- 9.1 ~~Finalize Convene~~ a Communications Master Plan that Task Force to develop includes recommendations to improve communication, transparency, and collaboration.
- 9.2 Develop information plan that informs the community about the pros and cons of a Begin conversation on a parcel tax.
- 9.29.3 Develop new strategies for communicating the implementation of district goals and initiatives.



Core Values Statement

Adopted: ~~May 18, 2017~~

**WE HOLD HIGH EXPECTATIONS AND STANDARDS FOR THE ACADEMIC
AND SOCIAL DEVELOPMENT OF ALL STUDENTS
AND THE PERFORMANCE OF ADULTS.**

**WE GIVE STUDENTS THE OPPORTUNITY TO ACHIEVE SUCCESS IN THEIR CHOSEN
ENDEAVORS AND TO CREATE A DESIRE TO BE LIFELONG LEARNERS.**

**INCREASING STUDENTS' PROFICIENCY WILL IMPROVE
THEIR QUALITY OF LIVING FOR A LIFETIME.**

- All students will learn and achieve. Each student at every level:
 - ...will demonstrate respect of self, others, and the community.
 - ...will encounter a rigorous and engaging curriculum.
 - ...will experience a variety of instructional strategies.
 - ...will build high self-esteem through success in personal achievement.
 - ...will have opportunities to engage in enriching extra- and co-curricular activities.
- Family involvement greatly enhances the success of children in school.
- Highly skilled and effective teaching, combined with positive personal attitudes and relationships, are the essential factors in a successful classroom learning experience.
- The entire community and all of its organizations and agencies play a vital role in the success of students in school. The schools, parents, and community must provide a social environment which enhances each student's ability to achieve a high level of academic success and physical and emotional well-being. It is essential to collaborate and maximize time, money, and human resources to promote shared responsibility for the health and welfare of all students.
- Our District recruits, hires, and retains highly qualified, talented, and productive staff members. All employees will uphold the highest ethical standards and function on a values foundation of a strong Work Ethic, Integrity, Accountability, Honesty/Openness, Caring, Respect, Fairness, Citizenship, Passion, and Enthusiasm.
- Our District recognizes and appreciates the cultural and human diversity of our students, staff, and families. This diversity offers educational opportunities enhancing respect and success for all.
- Analysis of District budget and programs guides the priorities for the purpose of preserving District solvency.

Facilities/Technology Board Items

Board of Education Meeting - June 7, 2018

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

Notices of Completion

Location – Stevenson ES

Project – Modular – Village

Contractor – Elite Modulares

Final Contract Amount - \$125,342.00 (Bond Fund)



Location – Jefferson ES

Project – Modular – Fencing

Contractor – Pilgrim Fence

Final Contract Amount - \$33,962.00 (Bond Fund)



Change Orders

- **Location – Walt Disney ES**
- **Project – Modular**
- **Contractor – Intercom Clock and Signal Service**
- **Reason –** During the course of construction, the contractor in conjunction with the design architect agreed that it was possible to remove battery inverters for the fire alarm which would result in a saving of maintenance work with no negative effects to the safe performance of the system. In order for this change to be made, the design architect developed a Construction Change Document (CCD) which was submitted and ultimately approved by DSA who approved the deletion of the inverters.
- **This is a ratification because the contractor provided the District with the final deductive costs on May 24, 2018. (\$20,334.72) Bond Fund Ratification**

Award of Contracts & Contract Amendments

- **Amended Agreements**
- **Location – McKinley ES**
- **Project – Modular**
- **Contractor – Ninyo & Moore Geotechnical Services**
- **Reason – This amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 04-01852, dated May 3, 2018, to provide materials testing and special inspection services at the five Classroom Modular project. \$91,494 Bond Fund. Contract Date – 6/8/18 - 6/8/19 (Bond Fund)**
- **Location – McKinley ES**
- **Project – Modular**
- **Contractor – Ninyo & Moore Geotechnical Services**
- **Reason – This amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 04-01852, dated May 3, 2018, to provide materials testing and special inspection services at the two Relocatable Classroom project. \$33,046 Contract Date – 6/8/18 - 6/8/19 (Bond Fund)**

Award of Contracts & Contract Amendments

- Amended Agreements
- Location – Stevenson ES - Village
- Project – Modular
- Contractor – Massadi Enterprises
- Reason – The Division of State Architect IR (Interpretation of Regulations) A-15 mandates that factory built buildings, including modular buildings, must be inspected by a qualified DSA inspector during the fabrication process and provide the Division of State Architect with an in-plant verified report form 152-IPI. This is a ratification because the District received a proposal for the additional inspection time on May 17, 2018. \$8,925 Bond Fund.

Award of Contracts & Contract Amendments

- **Award of Contract**
- **Location – Miller ES**
- **Project – Asphalt**
- **Contractor – PMC Concrete Contractors**
- **Reason – Replacement of damaged lunch shelter asphalt. \$58,690**
Contract Date – 6/8/18 - 6/7/19 (Restricted Routine Maintenance)
- **Location – Edison ES**
- **Project – Flooring**
- **Contractor – Progressive Surface Solutions**
- **Reason – Labor to replace existing damaged flooring. \$73,763.34**
Contract Date – 6/8/18 - 6/7/19 (Deferred Maintenance)
- **Location – Bret Harte ES**
- **Project – Recycled Irrigation**
- **Contractor – Pierre Landscape**
- **Reason – Re-irrigate field with reclaimed water and provide landscaping. \$176,705**
Contract Date – 6/8/18 - 6/7/19 (Routine Maintenance)

Facilities/Technology Board Items

Bond Technology Projects:
Notice of Completion, Change
Orders, Award of Contract & Contract
Amendments – **None to Report**

**Burbank Unified School District
Instructional Services Department**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Johanna Chase, Director, Wellness

PREPARED BY: Debbie Wade, Administrative Secretary

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services with American Red Cross

Background:

In February, 2018, Staff determined that all District employees should be trained in Cardio-Pulmonary Resuscitation (CPR) and Basic First Aid, as part of a comprehensive emergency preparedness plan for the Burbank Unified School District. As a means of providing cost effective, but high quality training, Staff elected to use the trainer-of-trainers model of service delivery. As such, the American Red Cross was engaged to provide instruction to eight certificated and classified members, who have existing expertise in the field of health and safety. Once these employees are trained, they will be certified to train the rest of the District staff on CPR and Basic First Aid.

District-Wide Goals 2017-2018:

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

Discussion/Issues:

The contract being presented is for The American Red Cross to provide training to the eight District employees, who offered to participate in the training, on CPR, Basic First Aid, and CPR/Basic First Aid Instructor Training with the understanding that they will be expected to provide CPR/ Basic First Aid to other employees during the 2018-2019 school year and subsequent years, pending required re-training and certification.

Fiscal Impact:

\$3,000 paid from the District's Safety and Health Services Budgets.

Recommendation:

Johanna Chase, Director of Wellness, recommends that the Board of Education approve the contract between the Burbank Unified School District and The American Red Cross, to provide CPR training for staff, not to exceed \$3,000 (01.0-00000.0-00000-7200-5850-771-2000 and 010-00000-0-00000-31400-5220-772-1000), effective June 8, 2018 through June 30, 2018, and that authority to sign the agreements 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 of May, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and The American National Red Cross hereinafter referred to as "Consultant".

Payee's Name: The American National Red Cross

Daytime Phone Number 800-567-1474 Ext. 58221

Mailing Address: 2200 W. Harrison St. Chicago, IL 60612

Sponsoring Administrator: Tom Kissinger, Assistant Superintendent, Instructional Services

Approval: June 7, 2018

Account Code: 010-00000-0-00000-72000-4393-7712000

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

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at the rate of \$3000.00
2. Amount to include speaking fee and mileage
3. The term of the Agreement shall be the period commencing on June 8, 2018 and terminating on June 30, 2018.
4. Payment Terms: BUSD will be billed upon completion of the training services
5. Consultant will provide the following services and other services as more fully described in the Statement of Work:

First Aid/CPR/AED Instructor Training for 4 people

Adult First Aid/CPR/AED Training for 12 people

4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services 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. Each party agrees to indemnify the other party, its governing body, the individual members thereof, and all officers, affiliates, governors, directors, shareholder's agents and employees of the other party (each an "Indemnitee" and together "Indemnitees") from and against all sums which any Indemnitee becomes legally obligated to pay as damages because of any third-party claim of bodily injury or damage to tangible property (each a "Claim"), as well as reasonable and necessary litigation expenses incurred in defending such Claim (including reasonable attorneys' fees) (together, "Litigation Expenses"), but only to the extent that such injury or damage was caused by the negligence of Indemnitor or any third party for whose acts or omissions Indemnitor is liable under applicable law.
 At either the Indemnitor's or the Indemnitee's election, the Indemnitor shall assume the defense of a Claim. The Indemnitor will not be liable for any Litigation Expenses which the Indemnitee incurs in defense of a Claim after the Indemnitor assumes that defense unless the Indemnitor neglects materially or abandons the defense. To be entitled to indemnification and defense under this section 4, an Indemnitee must: (i) promptly notify the Indemnitor of the Claim, (ii) deliver to the Indemnitor a copy of all demands, summonses, and pleadings with respect to the Claim, and (iii) reasonably cooperate with the Indemnitor and its insurers in the defense of the Claim. If an Indemnitee fails to comply with the conditions in the foregoing sentence, the Indemnitor will be relieved of its indemnification and defense obligations under this section with respect to that Claim. If, by the Indemnitee's failure, the Indemnitor is prejudiced in its defense of the Claim, the Indemnitor may settle any Claim, provided that such settlement entails no admission of liability or fault on the part of the Indemnitee, and requires only the payment of money for which the Indemnitee is fully indemnified by the Indemnitor.
7. This agreement may be terminated by either party upon thirty days' written notice to the other party. This agreement may also be terminated immediately by either party should the other party breach this agreement or fail to perform the required services in a satisfactory manner or its obligations under this Agreement.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are both (i) owed as a result of payments made to Consultant pursuant to this agreement and (ii) are Consultant's responsibility to pay under applicable law.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

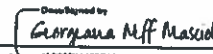
Burbank Unified School District of Los Angeles County

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


 Fiscal Services Administrator
 Date 5/7/18

The American National Red Cross

5/14/2018

By: 
 Consultant's Authorized Representative 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.

ATTACHMENT I STATEMENT OF WORK

**Effective June 8, 2018 to the
Agreement for Consultant Services, by and between Burbank Unified School District here in
after referred to as "District", and The American National Red Cross hereinafter referred to as
"Consultant" or "Red Cross."**

Full Service Courses

Consultant will provide training courses as listed on Appendix B to this Statement of Work (each a "Full Service Course" and together the "Full Service Courses") by Red Cross certified instructors ("Full Service Instructors") to District employees.

Fees and Invoicing.

For each Course scheduling instance ("Class") District will receive a Full Service Scheduling Addendum ("Scheduling Addendum") confirming the Class details. The Scheduling Addendum, which will be incorporated into the Agreement, must be initialed and returned at least ten (10) business days prior to any desired Class date.

- A. **Standard Basic Level Classes:** In order to maintain a sufficient Instructor to student ratio, one Instructor will be assigned for every twelve (12) students listed on the Scheduling Addendum for each class session. District will be charged a per person fee as indicated on Appendix B for each student attending, but no less than the minimum number of students for each assigned Instructor as listed below and continuing in multiples of twelve (12), as applicable:
 - Instructor 1 (8- 12 students)
 - Instructor 2 (13-24 students)
 - Instructor 3 (25-36 students)

- B. **Instructor Classes:** At least one Instructor Trainer will be assigned for every ten (10) instructor candidates listed on the Scheduling Addendum for each class session. District will be charged a per person fee as indicated on Appendix B for each instructor candidate, but no less than the minimum number of instructor candidates for each assigned Instructor Trainer as listed below and continuing in multiples of ten (10) , as applicable:
 - Instructor Trainer 1 (3- 10 students) Instructor
 - Trainer 2 (11- 20 students)
 - Instructor Trainer 3 (21- 30 students)

- C. **Non-standard Classes:** Classes that have unique instructor to student ratios are Blood borne Pathogens (1 :25); Citizen CPR and Emergency Medical Response (1 :20); and Babysitting Training, Wilderness and Remote First Aid, and Lifeguarding (1:10). Please refer to the Scheduling Addendum for number of instructors assigned.

Any additional fees are outlined on Appendix B.

District may change the number of participants at least three (3) business days before the class date; provided, however, that if additional Instructors or Instructor Trainers are required due to increased class size, Consultant reserves the right to schedule an additional class as needed.

A class may be rescheduled within three (3) months without penalty if Red Cross is notified at least three (3) business days in advance of the scheduled class time. Red Cross is authorized to charge \$120.00 penalty if the District reschedules with fewer than three (3) business days' notice. (Please Initial)

Cancellations are subject to the following fee schedule:

Cancellation Fee	For cancellations up to
100%	0 business day(s) before event starts
50%	3 business day(s) before event starts
25%	5 business day(s) before event starts
10%	10 business day(s) before event starts

If the District is approved for invoicing, District will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the District's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminate (Please Initial)

To make a payment by credit card, call 888-284-0607.

To pay an invoice by check, include the remittance advice show in g the District's account name, number and invoice number and send to:

American Red Cross - Health & Safety Services
25688 Network Place
Chicago, IL 60673-1256

For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.

Digital certificates, as applicable, will be issued for each Course participant who success fully completes all Red Cross Course requirements and provides a valid, unique e- mail address.



2200 W Harrison St, Chicago, IL 60612

May 4, 2018

Burbank Unified School District

Adult First Aid/CPR/AED

Class Duration: 6 hours (including 30 minutes for lunch and two 15 minute breaks)

Participants to be trained: 12

Class Description: Adult First Aid/CPR/AED

Instructor Ratio: 1:12

Training Location: 1900 West Olive Ave, Burbank CA 91506

Product Code	Product	Quantity	Sales Price	Total Price
HSSSFA404	Adult FA/CPR/AED	12 Participants	\$76.50 per participant	\$918*
Delivery Fee	On Site Delivery Fee	1	\$250	\$250.00
			Grand Total	\$1168

* Each additional participant will cost \$76.50.

Heather Armstrong

American Red Cross – Business Group Sales

heatherarmstrong@redcrosssales.org

Contact Number: 1-800-567-1474 Ext. 582215



2200 W Harrison St, Chicago, IL 60612

May 4, 2018

Burbank Unified School District

Adult First Aid/CPR/AED Instructor Training

Class Duration: 6 hours (including 30 minutes for lunch and two 15 minute breaks)

Participants to be trained: 4

Class Description: Adult First Aid/CPR/AED Instructor Training

Instructor Ratio: 1:12

Training Location: 1900 West Olive Ave, Burbank CA 91506

Product Code	Product	Quantity	Sales Price	Total Price
HSSSFA418	Adult FA/ CPR/ AED	4 Participants	\$300 per participant	\$1200*
Delivery Fee	On Site Delivery Fee	1	\$250	\$250.00
			Grand Total	\$1450.00

* Each additional participant will cost \$300.

Heather Armstrong

American Red Cross - Business Group Sales

heatherarmstrong@redcrosssales.org

Contact Number: 1-800-567-1474 Ext. 582215

**Burbank Unified School District
Instructional Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

SUBMITTED BY: Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment

PREPARED BY: Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment

SUBMITTED BY: Jenny Jones, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of 2018-2019 Courses and Instructional Minutes for the Independent Learning Academy

Background

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

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

District-wide Goals for 2017-2018:

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

Discussion/Issues

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

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

Independent Learning Academy
List of Courses
Grades 9-12
2018-2019

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
Multicultural 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
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
Geo Science A APEX	S	240.00	22	5
Geo 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
2018-2019

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 PLATO	S	240.00	22
PE 8B PLATO	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
2018-2019**

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 PLATO	S	240.00	22
PE 7B PLATO	S	240.00	22
Social Studies 7A APEX (World History)	S	240.00	22
Social Studies 7B APEX (World History)	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Fiscal Implications

No additional costs.

Recommendations

Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2018 through June 30, 2019, as presented.

**Burbank Unified School District
Instructional Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment

PREPARED BY: Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment

SUBMITTED BY: Jenny Jones, Administrative Secretary

DATE: June 7, 2018

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 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.

2017-2018 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 that is 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, Curriculum and Assessment, 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, 2018, 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(s) _____ At _____
Location of Meetings: 3715 Allan Ave., Burbank, CA 91505 (818) 558-5353
Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

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

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: _____

BURBANK UNIFIED SCHOOL DISTRICT
Independent Learning Academy Master Agreement for High School Students

Student's Name _____ Date of Birth _____ Age _____
Grade _____ Home Phone _____ Name of Parent/Guardian _____
Home Address _____ City _____ ZIP _____
Mother's Work or Cell Phone _____ Father's Work or Cell Phone _____
Duration of Contract: Fall/Spring/Summer Start Date _____ End Date _____
School of Enrollment: Burbank Unified Independent Learning Academy
Scheduled Meeting day(s) _____ At _____
Location of Meetings: 3715 Allan Ave., Burbank, CA 91505 (818) 558-5353
Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

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

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

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

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

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

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the I.L.A. Program. High school students will be allowed 22 school days to complete a semester course from the initial assignment date. However, when special or extenuating circumstances justify additional time, the Superintendent or designee may honor the written request of a student or his/her parent or guardian to extend the maximum length of time to complete the course, not to exceed an additional 20 days. Students are expected to earn a minimum of five (5) credits every 22 school days of enrollment in the program. 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.

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

Name _____

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

Name _____

Date _____

Class _____

Reason for requesting extension: _____

Approved _____ Denied _____

Signature of Superintendent/Designee _____

Date _____

Note: Extensions are not to exceed 20 school days.

**Burbank Unified School District
Instructional Services
REPORT TO THE BOARD**

TO: Members of the Board of Education

FROM: Sharon Cuseo, Assistant Superintendent, Curriculum & Assessment

PREPARED BY: Sharon Cuseo, Assistant Superintendent, Curriculum & Assessment

SUBMITTED BY: Jenny Jones, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Ratification of 2018-2019 Carl D. Perkins Career and Technical Education Grant Application

Background:

In June, the District submitted an application to receive funding under the Carl D. Perkins Vocational Education Basic Grant Award. The Burbank Career Technical Education program currently operates on regulations established from the federal Carl D. Perkins Career and Technical Education (CTE) Improvement Act of 2006 (Perkins IV), which is supported by the California State Plan for Career Technical Education (2008-2012). Although the grant has expired, reauthorization is expected soon. This year's funding to Burbank Unified School District is \$77,337.

District Wide Goals for 2017-2018:

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

Discussion/Issues:

The District's Perkins plan is annually discussed at the Verdugo School-to-Career Coalition to comply with requirements that the plan be reviewed by parents, representatives of special populations, representatives of the Employee Development and Department of Rehabilitation, and individuals involved in the evaluation of career technical programs. This year's application identifies the District's career technical education programs and describes the activities that, following federal guidelines, these funds will be used to support. These include the following:

- Instructional materials to support career technical programs
- Materials and equipment for the development and expansion of these programs
- Modernization of instructional equipment in high school programs
- Elimination of barriers to special populations
- Professional development with an emphasis on career pathways to postsecondary education
- Integration of academic and career technical curriculum

In receiving these funds, the District agrees to annually report on progress toward meeting Perkins Quality Indicators that include:

2S1. Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities)

3S1. Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the state's computation of its graduation rate

4S1. Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

5S1. (1) Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields

6S1. Number of CTE concentrators from underrepresented groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

6S2. Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B' or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Each category above also has a performance goal associated with it that the District has to reach. This year the State has not provided us with the new data.

Below is a chart of the allocations in the application per site and by industry sector and career pathway.

SITE	INDUSTRY SECTOR	CAREER PATHWAY	COST
Across Multiple Sectors		Indirect Costs	\$3,406
BHS	Arts, Media & Entertainment	Design, Visual and Media Arts	\$1,343
BHS	Health Science & Medical Technology	Patient Care	\$3,070
BHS	Across Multiple Sectors	Skills USA	\$3,968
BHS	Hospitality, Tourism & Recreation	Food Science, Dietetics and Nutrition	\$1,176
JBHS	Building & Construction Trades	Cabinetry, Millwork, and Woodworking	\$2,427
JBHS	Across Multiple Sectors	Skills USA	\$8,726
JBHS	Arts, Media & Entertainment	Design, Visual, and Media Arts	\$4,999
JBHS	Hospitality, Tourism & Recreation	Food Science, Dietetics and Nutrition	\$2,400
JBHS	Transportation	Systems Diagnostics, Service and Repair	\$ 381

JBHS	Engineering & Architecture	Engineering Design	\$2,348
JBHS	Health Science	Patient Care	\$9,558
JBHS	Information & Communication Technologies	Information Support & Services	\$2,405
Jordan	Arts, Media & Entertainment	Design, Visual, and Media Arts	\$3,318
Jordan	Hospitality, Tourism & Recreation	Food Service & Hospitality	\$1,715
Jordan	Arts, Media & Entertainment	Production & Managerial Arts	\$5,112
Luther	Arts, Media & Entertainment	Design, Visual and Media Arts	\$3,291
Luther	Engineering and Architecture	Engineering Design	\$4,449
Luther	Hospitality, Tourism & Recreation	Food Service & Hospitality	\$3,360
Muir	Engineering and Architecture	Engineering Design	\$4,861
Muir	Hospitality, Tourism and Recreation	Food Service & Hospitality	\$5,024
		TOTAL	\$77,337

Fiscal Impact:

Applications were due to the State by May 18, 2018. The Grant Award Notification will be sent after the application has been processed.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, recommends that the Board of Education ratify the application for the Carl D. Perkins Career and Technical Education Grant for the 2018-2019 school year, effective May 18, 2018, and that authority to sign the application be exercised pursuant to BUSD – AR 3314, as presented.

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Kathy Sessinghaus, Director of Food Services

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, ISITE Software (a.k.a School Nutrition and Fitness) (Cafeteria Fund)

Background:

Food Services is currently using ISITE Software for its web hosting services to publish online menus, nutritional information, allergens, meal application link, nutrition and fitness tips for parents, students and teachers, interactive games, recipes and a mobile app link. The Los Angeles County Office of Education (LACOE) requires that any services paid out of object code 5840 requires a Duly Signed Contract with Board Approval. Object code 5840 refers to computer/technology related services, software and licenses.

Discussion/Issues:

The webhosting services offered by ISITE continue to provide families with customizable comprehensive information specifically tailored for the Food Service department that helps promote healthy habits.

Fiscal Impact:

Total cost for the web hosting services is \$1,140.00 annually.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and ISITE Software (a.k.a. School Nutrition and Fitness) to provide website software services, effective July 1, 2018 through June 30, 2019, not to exceed \$1,140 (61.0-53100.0-00000-37000-5840-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

EMS-ISITE

2528 Independence Blvd.
 Wilmington, NC 28412
 866-560-1201
 www.SchoolNutritionAndFitness.com

Quote**ADDRESS**

Attn: Kathy Sessinghaus
 Burbank Unified School District
 Director Food and Nutrition
 1900 W. Olive Avenue
 Burbank, CA 91506

SHIP TO

Attn: Kathy Sessinghaus
 Burbank Unified School District
 1900 W. Olive Avenue
 Burbank, CA 91506
 818-729-4539
 kathysessinghaus@burbankusd.org

QUOTE #

1258

DATE

05/14/2018

SALES REP

MB

QTY	ACTIVITY	RATE	AMOUNT
1	SN18-19A School Nutrition and Fitness Annual Renewal - Includes the core digital package and feature/function upgrades, quarterly content updates, and technical service & support.	1,140.00	1,140.00

Please make PO out to:

TOTAL**\$1,140.00**

EMS-ISITE

2528 Independence Blvd.

Wilmington, NC 28412

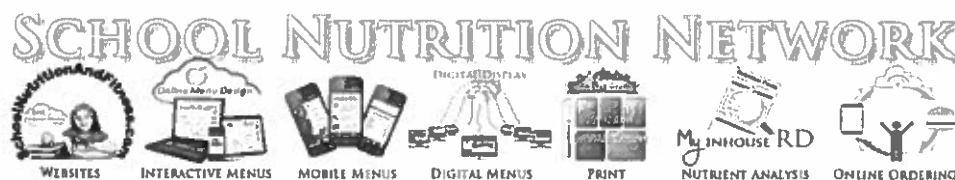
steff@SchoolNutritionAndFitness.com

or FAX to: (949) 860-7342

Accepted By

Accepted Date

We look forward to working with you!



Service Agreement

This Agreement covers the relationship between EMS-ISITE (School Nutrition & Fitness) & the School District.

This agreement is made on behalf of:

Burbank Uniifed School District

Name of School or School District

5/14/2018

Date

The services provided and supported under this agreement include:

The School Nutrition and Fitness Website: The SNaF website is designed to serve the Food & Nutrition Services Department in the promotion, communication and education of students, parents and teachers about the benefits of making intelligent nutrition and fitness choices leading to healthy habits that will last a lifetime. The SNaF website provides a comprehensive portal to communicate Food & Nutrition program information, as well as, provide interactive nutrition tools and resources to promote the district wellness objectives. It is designed to complement the district website and IT department by providing an easy to manage School Nutrition website, Online Menu Design, Mobile Menus and ongoing nutrition and fitness research, content and media updates, USDA regulation information and legal statements.

Online Menu Design: A dynamic online menu designer with direct interface capabilities to menu planning software that provides an interactive experience for parents and students to view detailed photo, nutrition, and allergen information for menus. Includes the "Nutrition Report Card", carb counts, pdf printable menus, allergen filters and the ability to translate menus into over 80 languages. These integrated menus can then be seamlessly published to the website, mobile menus, digital menu displays, & online ordering.

Mobile Menu App: The Mobile Menu App "Web Menus" is a free Menu App to parents and can be downloaded from the Apple App and the Google Play stores. It is integrated with both the website and Online Menu Design and includes both pdf and interactive menus, Online Payments, SuperKids Nutrition Newsletters, and links to document uploads. It can also be integrated with Online Ordering.

Five Star Feedback CN Survey Builder: Create an unlimited number of surveys to gain market knowledge and feedback from students, parents and administrators. Surveys can be displayed and responded to from the website, mobile menu app, and digital menu displays.

Digital Menu Displays: This unique software platform delivers eye-popping visual menus through a surprisingly simple content management control panel with real-time edits and easy point n' click asset management. Make a menu once and keep it updated automatically. Seamlessly sync menus and nutrition data with videos, graphics and plugins. The purpose is to inspire taste and appetite - stimulate and educate! Designed for students who live in a digital world and fashioned to grab and keep their attention. Digital Menus make it easy to enhance menus and build a School Nutrition brand using the largest multi-media library of nutrition and fitness education images and videos. The software is flexible, allowing for multiple user access based on well-defined permissions for individual, site or Menu Campaign asset. The Digital Menu Board software is easy to use, engaging to watch, and a breeze to support. It is the most IT friendly web based software available in schools today.

Online Form Design: Create and publish forms online for collecting and communicated information such as "Refund Request Form", "Field Trip Form, etc.

The ***School Nutrition and Fitness*** website & ***Nutritional Analysis*** features include:

- Online Menu Design – Design interactive menus online. Include images, “smarter lunchroom” description, nutrients, allergens, allergen filter, translators, print in 5 formats
- Mobile Menu App – Menus, Online payment link, nutrition data, photos
- School Nutrition Survey Builder
- School Nutrition Announcement Blaster
- Content, images, lesson plans and features are updated quarterly.
- Customizable CMS web pages for:
 - “Welcome to Nutrition Services” Page which includes:
 - Customizable quick link buttons, fact sheet and text content on Welcome Page
 - Customizable webpage called “What’s New”
 - “Meal Applications” Page which includes:
 - Section to upload meal applications in several languages
 - Customizable section for stating where to turn in applications
 - Updated USDA Information for Eligibility Guidelines and FAQ’s for application questions
 - Customizable section for adding, completing and submitting online Meal Applications
 - “Staff Information” Page which includes:
 - Staff directory with photo upload, phone and email features
 - A Photo Slide show to upload photos
 - A customizable “Join Our Team” section
 - “Menus” Page which includes:
 - USDA Child Nutrition Database included with 3 different interactive nutrient display menu options for displaying nutritional analysis and carbohydrate counts to parents
 - Upload section for all district menus, nutritional analysis, and menu related information
 - Customizable text section
 - “Pre-Payment Options” Page which includes:
 - “Online Payment” section with interface to all online payment providers
 - Customizable text section
 - Down-loadable pre-formatted #10 envelope for parents to make pre-payments
 - “Wellness Policy” Page which includes:
 - Custom content section and upload function for district Wellness Policy
 - Quarterly updates in the “Nutrition and Fitness” section which includes sections for:
 - Nutrition – Nutrition Tips, How to read a Nutrition Label and MyPyramid
 - Sports Nutrition – Designed with tips & resources for the school aged athlete
 - Fitness – BMI calculator, Calorie Calculator, Fitness Pyramid and tips for activity
 - Quarterly updates in the “Nutrition Education” section which includes sections for:
 - Students – Interactive online nutrition computer games, calculators and activities
 - Teachers – Resources for the classroom, lesson plans and power point lessons
 - Parents – Tips, resources and recipes for reinforcing nutrition and fitness at home
 - Nutrition and Fitness Video series called the “Art of Fitness”
 - “Ask the Nutritionist” section for parents to pose questions to a Registered Dietician
 - Monthly Nutrition Newsletter for parents, including corresponding teacher lesson plans and student activity sheet
 - The password protected “Director’s Resource Center” with sections for Nutrition Program marketing, operations, finance, communication, RD resources, and much more...
 - Language translator for over 80 languages
 - Internal CN Staff Site – a sub-website designed for training and development of CN staff
 - Automated “Going Green” eMail Menus for parents
 - Teacher Lunch Center – Online ordering for teachers and staff
 - Student Lunch Online – Online ordering for students
 - Online Catering – Online ordering for catering



Customer Service Agreement

Service, Support & Upgrades - We agree to assist and support the district with toll free phone support, email and remote web support. This includes initial SNaF site setup, customizing the site layout and appearance with the district's logo and color scheme. We also agree to assist with initial setup and training. This includes uploading district and program specific information, as well as, the training how to maintain the custom information. Additionally, we offer free ongoing training for custom content maintenance with regularly scheduled webinars.

Compliance with Online Accessibility Requirements

Any online content and functionality developed by, maintained by, or offered through this contract or through the use of open sources, shall be developed to ensure accessibility of online content and functionality as measured according to the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference. Providers of such content agree to verify claims of accessibility.

99.9% UPTIME GUARANTEE – It is our endeavor to have the content of your Web site available for http access by third parties 99.9% of the time. We will, from time to time, schedule routine off-hour maintenance for content updates, functionality upgrades and general site improvements. Circumstances beyond our reasonable control, which could include acts of any governmental body, war, sabotage, embargo, fire, flood, interruption or delay in telecommunications or failure of third party software or hardware, problems or errors caused by other customer web sites in a shared hosting environment that may affect your site or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Web site.

Payment Terms

Payment terms for the Digital Web Menu Suite is NET 30 days. You agree to provide appropriate payment for the services provided in the time period during which such services are provided. The first payment plus setup charges shall be due following a 30 day free trial period. Service shall begin on the date that the SNaF URL is linked to the district's and/or schools' websites. You agree that all setup fees are non-refundable once setup is completed, unless during the 30 day free trial you are dissatisfied, in which case you may cancel and owe nothing. You agree to provide an annual service payment for the fiscal school year of September 1st – August 30th in advance of the service year. The term of this contract will renew automatically each year unless you or SNaF decides to terminate your services. By this you agree that the content and value meets or exceeds your expectations, as the annual service fee is not refundable. You may cancel at any time and remove the SNaF URL from your district and school websites.

Acceptable Use: We are not liable for any custom content that district personnel put on the website.

District Responsibilities: The district is solely responsible for the uploading, maintenance and quality of their custom content. This includes making back-up copies of their custom content. This also includes all web site files, database content, email and whatever else customer may be storing on SNaF Servers.

Indemnification

SNaF and District agree to a mutual hold harmless and indemnity agreement wherein each party is to hold the other party harmless for claims, damages, actions, suits, attorney's fees and expenses, unless an investigation determines one party to be solely negligent, in which case the negligent party will hold harmless, indemnify and defend the other party.

Initial Account Set up

The initial new Digital Web Menu Suite account setup of \$1,140 includes hosting for the initial school year with Online Menu Designer, Mobile Menus, Going Green Email Menus, and the CN Survey Maker.

Service, Support and Training

Customer service, support and training is provided by our in-house customer care team. Normal business hours are from 8am – 8pm EST, Monday through Friday. The support desk is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day. Special arrangements can be made outside of these normal scheduled times.

Training is done through scheduled one-on-one training sessions via online web meetings. Training sessions are typically broken into individual sessions for the website, Online Menu Design, Digital Menu Displays, Surveys, and each individual type of Online Ordering.

Technical support is provided by toll free phone, email, and via online web connect. Training manuals and videos are available online in the support section of the website. All support related requests are tracked and documented through our customer support software. Support costs are as follows:

Annual Support for Web/Menus/Mobile/Survey: \$1,140/District/Year

Includes annual maintenance for Website, Mobile Menus, Online Menu Design with interactive nutritionals, hosting, and support.

Authorization

The above-named School District authorizes EMS-ISITE/School Nutrition and Fitness (SNaF) to provide a customized School Nutrition and Fitness website, Online Menus, mobile menu app, and digital menu displays. We agree to host your School Nutrition menus solutions on the World Wide Web.

SNaF is a division of EMS-ISITE, with offices in North Carolina and California, engaged in providing nutrition and fitness website software, technical services, and support to school districts nationwide. EMS-ISITE is located at 2528 Independence Blvd. Wilmington, North Carolina 28412.

District - Authorized Signature David Jaynes, Asst. Superintendent	 SNaF - Authorized Signature Michael Borges
Print 06/11/18	Print 5/14/18
Date	Date

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Kathy Sessinghaus, Director of Food Services

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, Image One Technology Solutions (Cafeteria Fund)

Background:

Food Services is currently using Image One Technology Solutions for scanner hardware and the software maintenance agreement and process hardcopy Meal Applications. The Los Angeles County Office of Education (LACOE) requires that any services paid out of object code 5840 requires a Duly Signed Contract with Board Approval. Object code 5840 refers to computer/technology related services, software and licenses.

Discussion/Issues:

Image One Technology Solutions enables Food Services to process paper meal applications using specific scanner hardware. The software allows the Food Service department to validate each application, generate a results letter and electronically store all applications on a file.

Fiscal Impact:

Total cost for the web hosting services, scanner hardware and processing of hardcopy meal applications is \$2,931.05

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Image One Technology Solutions to provide web hosting services, effective July 1, 2018 through June 30, 2019, not to exceed \$2,931.05 (61.0-53100.0-00000-37000-5840-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Sales Proposal



SCHOOL SOLUTIONS



Image One

Date: 5/14/2018
 Kathy Sessinghaus
 Burbank Unified School District
 1900 W. Olive Ave

Burbank
 CA

91506

6202 Benjamin Road, Suite 103 Tampa, FL 33634

Telephone: 800-956-9000

Fax # 813-769-2257

Email: ninog@image-1.com

Phone: 818-729-4539 Quote ID #: Fax:

Qty	Description	Price Each	Price Extended
1	RocketSCAN Scanner 45 pages per minute 100 page ADF Please Ship Ground Shipping Price to be determined	\$835.0000	\$835.00
1	RocketSCAN Annual Maintenance Agreement 07/01/2018 - 06/30/2019	\$2,096.0500	\$2,096.05

Terms: Net 30

Est. Shipping:

TOTAL: **\$2,931.05**

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One Corporation to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month. All sales are Final. Defective products with be either fixed or replaced.

Customer Acceptance
 Burbank Unified School District

Date

Nino Giordano
 Image One Corporation

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

**Burbank Unified School District
Instructional Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: John Paramo, Director, Secondary Education

PREPARED BY: Emilio Urioste, Director, Adult Education

SUBMITTED BY: Laura Erisman, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Software License and Maintenance Agreement

Background

Administrative Software Applications, Inc. (ASAP) has provided software and maintenance for the Burbank Adult School's student information system since August 20, 1997.

District-wide Goals for 2017-2018:

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

Discussion/Issues

The current ASAP Maintenance Agreement is based on the "Premium Plan" which includes unlimited phone support per month, unlimited email support and website information and training. The agreement is renewed annually.

Fiscal Implications

The "Premium Plan" cost for maintenance for the 2018-19 fiscal year is \$10,228.00 and \$1,248 to keep the historical records for ASAP Version 2. This expense will be covered using existing allotments in the adult education fund.

Recommendations

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the agreement between Administrative Software Applications, Inc. and the Burbank Unified School District/Burbank Adult School to provide software, updates and maintenance of the student information system, not to exceed \$11,476 (28% - 11.0-00639.0-41100-27000-5840-5330000, 25% - 11.0-63910.0-41102-27000-5840-5330000, 16% - 11.0-63910.0-41106-27000-5840-5330000, 15% - 11.0-63910.0-41104-27000-5840-5330000, 13% - 11.0-63910.0-41101-27000-5840-5330000, 03% - 11.0-63910.0-41104-27000-5840-5335000) effective July 1, 2018 through June 30, 2019, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

May 15, 2018

Burbank Adult School
Emilio Urioste
3811 W. Allan Avenue
Burbank, CA 91505

Dear Valued ASAP Client :

Your annual subscription agreement for your ASAP is due for renewal on July 1, 2018 covering the fiscal year from July 1, 2018 through June 30, 2019. There are two (2) plans for you to select from for your subscription this next year. Please issue your purchase order for the amount that will cover your needs, as explained below.

OPTION 1: Standard Plan – includes four (4) hours of phone support per month, unlimited e-mail support and access to the ASAP support site and ASAP University. Phone support over 4 hours per month billed at \$100 per hour (Min. \$25 charge).

OPTION 2: Premium Plan - includes Insights/Dashboard, Enhanced Surveys and API. If your school makes use of the ASAP API for CommunityPro, CI Solutions or a 3rd party LMS, be sure to purchase the Premium Plan. Includes unlimited phone and e-mail support and access to ASAP University.

ASAP Plan	Annual Subscription
Standard Plan	\$8,182.00
Premium Plan	\$10,228.00

Your subscription covers ASAP, unlimited users in-house, as well as online registrations and transactions. If you are interested in using the ASAP Mothership, which is a consolidated real-time view of multiple ASAP accounts for an AEBG consortium, please contact Cindy Loo-Garcia.

Annual Hosting	Hosting
ASAP Hosting per Year (One User)	\$1,248.00

Now being part of Connexeo, we are pleased to announce advancements and technology breakthroughs which include a new payment platform, portal speed enhancements and new ticketing services debuting in Summer and Fall of this year.

Please issue a purchase order for the amount of the annual subscription and email to billing@asapconnected.com, fax (408) 732-8206 or mail to the office.

Thank you for your business and we look forward to working with you in the coming school year.

Sincerely,



Charlie Piper, CEO
Connexeo Inc.

Subscription Services Agreement

This Subscription Services Agreement (“Agreement”) is entered into as of July 1st, 2018 (the “Effective Date”) by and between Administrative Software Applications, Inc. (together with its affiliates, “ASAP”) **and Burbank Adult School, a division of Burbank Unified School District, a non-profit or public agency having its principal office at 3811 Allan Avenue, Burbank, CA 91505** (“Customer”) and governs the purchase of a license to access and use the services identified in the invoice to which this Agreement is attached or linked as submitted electronically to ASAP. This Agreement shall also govern the use of any additional services Customer may purchase from ASAP now or in the future (together, with the services identified in the order form, “Services”). By signing this Agreement, Customer agrees to this Agreement. If Customer is a corporation or other legal entity, Customer and the individual accepting this Agreement each represents that such individual has the authority to bind such entity to this Agreement.

Incorporation of Terms of Use. The ASAP Terms of Use (“Terms”) are incorporated herein by reference and Exhibit A below, and capitalized terms used in this Agreement that are not otherwise defined herein have the meaning set forth in the Terms. All references applicable to a “User” in the Terms apply to Customer.

Subscriptions and Orders. One or more order forms sent by ASAP to Customer shall contain the detailed terms of Customer’s order (each, an “Order Form”). In the event of a conflict between the terms of this Agreement and any Order Form, the terms of this Agreement shall control unless the Order Form explicitly states that such conflicting terms in this Agreement shall not apply, but be superseded by the relevant provisions of that Order Form for purposes of that Order Form. To the extent Customer has purchased a subscription, Customer’s subscription grants Customer access to the applicable Service for the term of the subscription as set forth in the Order Form (“Subscription”). During such Subscription term, Customer may access and use the Services and ASAP Content solely for its internal business operations and for no other purpose. ASAP reserves the right to immediately suspend Customer’s access to the service in the event of any suspected or alleged breach of this Agreement (including, without limitation, Customer’s failure to pay applicable fees).

Authorization. The Customer hereby authorizes ASAP to access its existing domain registrar and web hosting account and authorizes the web hosting services, if other than ASAP, to provide ASAP with “full permission” for the Customer’s webpage directory, and any other directories or programs which need to be accessed for ASAP’s performance of the Services.

Limited License to Access and Use Service. Upon timely payment by Customer of all amounts due under the applicable Order Form and provided that Customer is not otherwise in default of its obligations under this Agreement, ASAP shall grant to Customer (except as otherwise specifically provided in any applicable Order Form) a nonexclusive, worldwide, personal, royalty-free, non-sublicensable and nontransferable license (the “License”) to access the Service during the Term. The License and continued access to the Service is subject to the following limitations. The License is granted only for use in Customer’s internal business operations and Customer shall not use the Service to perform operations for other parties. Customer shall promptly report to ASAP any suspected malfunctions or defects in the Service.

Ownership of Intellectual Property. ASAP shall retain all ownership rights to all ASAP Content and other Intellectual Property Rights and technology relating to the Services. The parties hereto agree and acknowledge that neither the Services, nor any customizations, modifications, enhancements, updates, new releases or deliverables are or shall be construed as “works made for hire” under the U.S. Copyright Act, 17 U.S.C. Sec. 101. ASAP may place copyright and/or proprietary notices, including hypertext links within and on the Services. Customer may not alter or remove such notices or text without ASAP’s written permission. Customer acknowledges that ASAP has the right, in its sole discretion, to modify the Service at any time during the term of the Subscription, including through enhancements to the underlying software, other technology, offered features, or otherwise.

Customer Responsibilities. Customer is responsible for all actions of its agents, employees, subscribers and Users accessing and using the Service, including, without limitation, using any user name, password, or other login credentials of Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and shall notify ASAP promptly of any such unauthorized use of which it becomes aware. In no event will ASAP be liable to Customer or anyone else for any decision made or action taken by persons in reliance on news and information provided on User Content. Customer shall be responsible for all acts or omissions of Customer. Customer represents and warrants that Customer shall comply with applicable law with respect to the Services and that Customer is duly authorized to enter into this Agreement. Customer shall defend, indemnify and hold harmless ASAP, all individuals or entities controlling, controlled by or under common control with ASAP (each, a "ASAP Affiliate"), and the officers, directors, attorneys and employees of ASAP and each ASAP Affiliate (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") to which an Indemnified Party may become subject that arise out of, or relate to (i) Customer's use of the Service, (ii) Customer's infringement or misappropriation or alleged infringement or misappropriation of any Intellectual Property Rights, (iii) User Data, including any claims that such data is obscene or otherwise inappropriate, or (iv) any gross negligence or willful misconduct of Customer. Customer shall reimburse an Indemnified Party for all legal and other expenses, including, without limitation, reasonable attorneys' fees incurred by such Indemnified Party in connection with investigating, defending or settling any Losses.

Fees and Payment. Customer shall pay the fee amounts set forth in each applicable Order Form to ASAP. Such consideration may be an annual subscription fee, fixed amounts, transaction fees, hourly charges or other form of compensation as specified in the applicable Order Form. Unless explicitly stated otherwise in the Order Form, all fees are non-refundable. For annual fees, Customer is liable for the full annual fee upon the Effective Date and each anniversary thereof, regardless of whether such fee is paid in full at such time or ASAP allows it to be paid through installment payments over the term of the Subscription. ASAP reserves the right to increase the annual fee and other fees upon giving Customer not less than 60 days prior notice. Customer shall have paid the applicable fees in full at the time Customer accepted this Agreement, or, if applicable, ASAP shall invoice Customer or collect installment payments from Customer's credit card or other account as described in the applicable Order Form. Any additional charges, including, without limitation, any costs, expenses, disbursements, accrued interest, late fees and any other charges may be invoiced in arrears and appear on monthly invoices. In all cases, payments for charges are due upon receipt by Customer of the invoices for such charges in United States dollars. In addition to any other remedies that may be available to ASAP under this Agreement or applicable law, any balance that is not paid in full 30 days after receipt by Customer of the invoice therefor shall be subject to interest at the lesser of 1.5% per month or the highest amount permitted by law, based on the actual number of days outstanding. Customer shall be liable for, and shall reimburse ASAP and indemnify and hold ASAP harmless from all local, state, federal and non-United States taxes or similar assessments or charges (including any interest and penalties imposed thereon), other than taxes based on the net income of ASAP, arising out of, or relating to this Agreement. If Customer is a tax-exempt organization, Customer shall provide ASAP a copy of its sales-tax exemption certificate. Following ASAP's receipt of such certificate, ASAP will reflect any applicable exemptions on invoices to Customer.

Term and Termination. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect until the earlier of (a) the first anniversary of the Effective Date (the "Initial Expiration Date") unless the applicable Order Form provides for an initial term of a longer period, or (b) termination of this Agreement in accordance with this Section (the "Term"). The Term will be automatically extended beyond the Initial Expiration Date for additional successive periods of one year each. However, either party may terminate this Agreement effective as of the Initial Expiration Date or the next anniversary thereof by giving written notice of termination to the other party at least 30 days prior to the Initial Expiration Date or anniversary thereof, as the case may be. In addition, ASAP may terminate this Agreement including all Order Forms without notice to Customer in the event Customer is more than 30

days past due in making payment of any fee owed to ASAP. Upon the expiration or termination of this Agreement for any reason, those sections that by their nature are intended to survive any termination shall survive, and the parties' rights and responsibilities thereunder shall remain in full force and effect.

Compliance. If and to the extent applicable, ASAP and Customer will jointly ensure compliance with applicable laws, including the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Sec. 1232g), COPPA, CalOPPA and the California Education Code. If Customer or Users provide personally identifiable information of students ("PII"), ASAP acknowledges that ASAP is obtaining such personally identifiable information of students as a "school official" under Section 99.31 of FERPA for the purpose of providing the Services hereunder. ASAP maintains all applicable Payment Card Industry Data Security Standard ("PCI DSS") requirements in respect of the Services.

General. Nothing in this Agreement or in the course of dealing between ASAP and Customer pursuant hereto shall be deemed to create between ASAP and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than that of independent contractors with respect to each other. If the performance of this Agreement or any obligation hereunder (except the payment of monies due hereunder) is prevented, restricted or interfered with by reason of any event or condition beyond the reasonable control of such party (including, without limitation, acts of state or governmental action, international or domestic terrorism, riots, disturbance, war, fire, explosion, flood, hurricane, typhoon, earthquake or other act of God), the party so affected shall be excused from such performance, only for so long as and to the extent that such a force prevents, restricts or interferes with such party's performance and provided that the party affected gives notice thereof to the other party and uses diligent efforts to remedy such event or condition. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument that specifically references the amendment of this Agreement and which is executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement. If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and the invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision. This Agreement, together with any Order Form that references this Agreement, constitutes the entire agreement between Customer and ASAP with respect to the subject matter hereof and supersedes any and all previous or contemporaneous oral or written understandings, quotations, communications, agreements and understandings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ADMINISTRATIVE SOFTWARE APPLICATIONS, INC.

By: _____
Name: Charlie Piper
Title: CEO

**BURBANK ADULT SCHOOL
A DIVISION OF BURBANK UNIFIED
SCHOOL DISTRICT**

By: _____

Name:

Title:

Subscription Schedule

Initial Application Services to be provided:

☒	ASAP Class
☐	ASAP Reservations
☒	ASAP Products
☐	ASAP Memberships
☒	ASAP Check In/Out
☒	ASAP Fundraising/Donations
☒	ASAP Events
☐	ASAP Conferences
☐	ASAP Private Lessons
☐	ASAP Company
☐	ASAP Recurring Billing / Payment Plans
☐	ASAP Mothership
☒	ASAP Insights
☒	ASAP API
☒	ASAP Surveys

Licensee may add additional Application Services at any time by signing up and paying the additional applicable fees.

Premium Plan - includes Insights/Dashboard, Enhanced Surveys and API. Includes unlimited phone and e-mail support and access to ASAP University.

Premium Plan \$10,228.00

Your subscription covers ASAP, unlimited users in-house, as well as online registrations and transactions.

ASAP Hosting per Year (One User) \$1,248.00

Exhibit A | Terms of Use

Welcome to the online and mobile services of Administrative Software Applications, Inc. (with its affiliates "ASAP," "we," or "us"). These terms cover your use of our online and/or mobile services, web sites, and software provided on or in connection with the service (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by these Terms of Use ("Terms") and to the collection and use of your information as set forth in the ASAP privacy statement at <http://www.asapconnected.com/about/privacypolicy.html>, whether or not you are a registered user of our Service. ASAP reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. These Terms apply to all visitors, users, and others who access the Service ("Users").

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Use of Our Service. You may use the Service only if you can form a binding contract with ASAP, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Subject to these Terms and any applicable Subscriber Agreement for paid services, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only (unless you are an Organization, as defined below) and as permitted by the features of the Service. ASAP reserves all rights not expressly granted herein in the Service and the ASAP Content (as defined below).

2. ASAP Accounts. Your ASAP account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users, such as schools and school districts, associations, other organizations or entities and their representatives ("Organization(s)"), parents, students, or volunteers. If you open a ASAP account on behalf of a company, Organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms (and to any related Terms, such as order forms, which you agree to on the entity's behalf), and that you agree to these Terms on the entity's behalf. You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify ASAP immediately of any breach of security or unauthorized use of your account. You agree that ASAP will not be liable for any losses caused by any unauthorized use of your account or of any password you create for your account. You may control your User profile and how you interact with the Service by changing the settings in your settings page. By providing ASAP with your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page; provided that you may not opt-out of Service-related e-mails. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

3. Service Rules. You agree you will not: (i) copy, distribute, or disclose any part of the Service; (ii) transmit spam, chain letters, or other unsolicited email; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (iv) upload invalid data, viruses, worms, or other software agents through the Service; (v) collect or harvest any personally identifiable information, including account names, from the Service; (vi) impersonate another person or otherwise misrepresent your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (vii) interfere with the proper working of the Service; or (viii) bypass the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or

copying of any content or enforce limitations on use of the Service or the content therein. We may permanently or temporarily terminate or suspend your access to the Service if in our sole determination you violate any provision of these Terms.

4. Security. ASAP cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

5. User Content. Some areas of the Service allow Users to post or submit content such as profile information, biographical information, text, pictures, videos, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service or to ASAP is "User Content"). We claim no ownership rights over User Content. However, by sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and these Terms. ASAP has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service. You agree not to post User Content that violates law or third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy, or violates any user terms we may publish. For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

To the extent that your User Content contains music, images, or other third-party content, you hereby represent that you are the owner of all the copyright rights (including, with respect to music, without limitation, the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content) and have the power to grant the license granted below. ASAP reserves the right, but is not obligated, to reject and/or remove any User Content that ASAP believes, in its sole discretion, violates these provisions.

In connection with your User Content, you affirm, represent and warrant the following: (i) You are solely responsible for obtaining all consents as may be required by law to collect or submit any User Content (including without limitation any personally identifiable information such as biographical information) relating to third parties; (ii) If you are an Organization that uses ASAP to perform the Service on your behalf, you agree that you shall post, and are solely responsible for posting, all applicable privacy policies or notifications on your site, including instances in which your site is hosted or maintained by ASAP, and for making all appropriate disclosures to visitors to the site, and to other end users whose information you collect, and for obtaining any necessary consent(s) from such individuals, with respect to your collection and use of personal information and including your disclosure of user personal information to service providers such as ASAP; and (iii) If you are an Organization that uses ASAP to perform the Service on your behalf and you collect personal information from individuals, you acknowledge and agree that you will not collect or cause to be collected and shared with ASAP or hosted on ASAP's servers certain types of personal information that could trigger state breach notification laws in the event the information is accessed by an unauthorized person, including, but not limited to, Social Security Numbers, driver's license numbers, bank account or credit card numbers, unless such information is provided to ASAP in a system specifically designed to protect and store such information. If such information is shared with ASAP or hosted on ASAP's servers in a manner that ASAP deems to be insecure, ASAP has the right, but not the obligation, in its sole discretion to delete and remove any personal information stored on its systems that it deems to be stored in an unsecure manner. In the event that an incident of unauthorized access or disclosure of such data triggers state breach notification laws because of your breach of this section, you agree that you will be wholly responsible for the timing, content, cost and method of any such notice and compliance with such laws.

ASAP takes no responsibility and assumes no liability for any User Content that you or any other User or third party submits, posts, or sends over the Service. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose,

and you agree that ASAP shall not be liable for any damages you allege to incur as a result of User Content. You understand that Organizations are solely responsible for their independent data practices and their use or distribution of User Content or any other information or data obtained via the Service.

6. Privacy. We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our privacy statements posted on our websites or provided with our services descriptions, and to have your personally identifiable information collected, used, transferred to and processed in the United States. In addition, if you are, or represent, an Organization, to the extent you or your Organization shares with any third party data that is collected by or stored on the Service, you represent and warrant that you have all required consents to collect and share such data with such third parties.

7. Our Rights. Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "ASAP Content"), and all Intellectual Property Rights related thereto, are the exclusive property of ASAP and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any ASAP Content. Use of the ASAP Content for any purpose not expressly permitted by these Terms is strictly prohibited. You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products, and requests for improvements to the Service may be contained in an order form, statement of work, or otherwise (collectively, "Idea(s)"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place ASAP under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Any improvements made to the Service as a result of any Idea will be solely owned by ASAP. You further acknowledge that, by acceptance of your submission, ASAP does not waive any rights to use similar or related ideas previously known to ASAP, or developed by its employees, or obtained from sources other than you. You hereby grant to ASAP the right to name You as a customer of ASAP and to use Your name and applicable logo(s) in connection with ASAP's customer lists, website, marketing and promotional materials, and press releases.

8. Paid Service. Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, your use of such aspects of the Service shall be subject to these Terms. You also agree to be bound by the specific terms included in any order form, statement of work, or the like (if applicable) to which you indicate your acceptance (for instance, by signing the form or via online click-through acceptance, or by making related payments to ASAP). If there is any conflict between the Subscriber Terms and Conditions and these Terms with respect to your use of the paid aspects of the Service, the Subscriber Terms of Use shall prevail. If you make a registration payment or other payment to an Organization via the Service, you agree that the transaction is solely between you and that Organization and any refund requests, including without limitation in the case of incorrect charges or unfulfilled orders, must be made directly to that Organization.

9. Payment Processing Service. If you are signed up for or you represent an Organization that signs up for any aspect of the Service by which ASAP will facilitate the processing of payments Users make to such Organization by credit card, debit card, or other payment method, you acknowledge that ASAP contracts with various third parties, such as banks and payment processors, to facilitate such payment processing ("Processing Services"). You acknowledge and agree that ASAP's sole responsibility with respect to such Processing Services is with respect to

providing a secure link to access the Processing Services provided by third parties. To participate in Processing Services, you must enter into a Sub-Merchant Agreement (the "Sub-Merchant Terms") with our affiliate RevTrak, Inc., and/or such third parties as we may select from time to time prior to ASAP providing any services to facilitate the processing of payments Users make to such Organization.

10. No Warranty. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASAP OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ASAP, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT (INCLUDING WITHOUT LIMITATION ANY INFORMATION PROVIDED IN CONNECTION WITH BACKGROUND SCREENING) IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE. FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASAP, ITS AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. SO LONG AS ASAP'S ACTS AND OMISSIONS ARE WITHIN THE PREVAILING INDUSTRY STANDARD AS TO SECURITY AND MAINTENANCE OF ITS SITE/PLATFORM, ASAP WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM THIRD PARTY HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. ASAP ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, CAUSED BY THIRD PARTIES RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY THIRD PARTIES; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL ASAP, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE LIMITS SET FORTH IN C.R.S. § 24-10-114 FOR GOVERNMENTAL ENTITIES. IN NO EVENT WILL ASAP'S LIABILITY HEREUNDER, FOR ALL CLAIMS IN THE AGGREGATE, EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER HEREUNDER FOR THE PRIOR THREE MONTHS. THE PARTIES ACKNOWLEDGE THAT ASAP HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT SUCH LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. UNLESS OTHERWISE STATED ABOVE, THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ASAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING

LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. ASAP makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

14. Governing Law, Arbitration, and Class Action/Jury Trial Waiver. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. These Terms shall

be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ASAP. For any dispute with ASAP, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that ASAP has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, Inc. ("JAMS"), under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in California, unless you and ASAP agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing ASAP from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights. BY ENTERING INTO THESE TERMS, YOU AND ASAP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

15. General. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ASAP without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. ASAP may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by ASAP in our sole discretion. ASAP reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. ASAP is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. ASAP may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Terms in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. These Terms, together with any amendments and any additional terms you may enter into with ASAP in connection with the Service (such as Subscriber Terms and Conditions, order forms, or statements of work), shall constitute the entire Terms between you and ASAP concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration Terms shall be unenforceable. No waiver of any term of

these Terms shall be deemed a further or continuing waiver of such term or any other term, and ASAP's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

16. Contact. Please contact us at www.asapconnected.com with any questions regarding these Terms

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM : Sarah Niemann, Assistant Superintendent, Human Resources Services

PREPARED BY: Cindy Quiterio, Executive Assistant, Human Resources Services

SUBMITTED BY: Cindy Quiterio, Executive Assistant, Human Resources Services

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services

Background:

The purpose of the Agreement for Professional Services with Frontline Technologies (Aesop) is to provide employee absence management and substitute placement to classified and certificated employees during the 2018 – 2019 school year.

Discussion/Issues:

The agreement with Frontline Education (Aesop) will provide District staff with access to the automated employee absence management and substitute placement system via the telephone and via the internet.

The term of the agreement is as follows:

July 1, 2018 through June 30, 2019.

Financial Impact:

The financial impact to the District is \$23,375.66 per year.

Recommendation:

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline Education (Aesop), to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2018 through June 30, 2019, not to exceed \$23,375 (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.



Renewal Notice

Acct #: 16201
CDUS5643

Dear Burbank Unified School Dist leader,

Thank you for your partnership with Frontline as we grow and continue our dedicated focus on serving K-12. More than 12,000 educational organizations representing over 80,000 schools now rely on Frontline solutions for everything from absence and attendance management, to professional learning, to special education and interventions, to employee records management.

As your partner, our focus continues to be on supporting K-12 leaders and educators. We're pleased to serve you through our 20+ years of experience, our employees' in-depth knowledge of education, and our commitment to continue to provide industry-leading solutions and technology for education.



**SINGLE FRONTLINE
APPLICATION ID**



**INTUITIVE
MOBILE APP**



**SOC2 COMPLIANT
SECURITY**



**INSIGHTS-DRIVEN
DASHBOARDS**

In 2017 we made significant strides in building the industry-leading Frontline Insights Platform. Many clients are now enjoying the benefits of a Single ID for your Frontline applications, an intuitive mobile app, SOC2 compliant security, insights-driven dashboards and more.

Our market leading Client Support & Success teams also put extensive time and focus on ensuring that we are easy to do business with and readily accessible to support clients in their journey of using Frontline solutions. Common processes and standard tools have led to a more unified client success experience for our users across all of our solutions. Additional solution area experts have been added and are available for best practice question and answers. These changes make your engagement and experience with Frontline easy, effective and productive.

We recognize you've put significant time into the decision to choose Frontline and worked hard to make it a success across your organization. By continuing our partnership, you'll maintain the momentum you've built in your organization.



Renewal Notice

Acct #: 16201
CDUS5643

What Added Value Will You Get Upon Renewal?

We're excited to offer some significant new benefits. Upon your renewal, you'll be initiating an upgrade to the enhanced functionality of our Frontline Insights Platform. These enhancements will become available at upgrade and continue being added over the course of the year. This platform is laying the groundwork for a completely connected set of solutions for K-12, one of the most popular requests in our client surveys.

As you know, some of our solutions already include:

- A single ID for your Frontline applications
- SOC2 compliant security
- Market-leading dashboards
- A mobile app
- A common user experience and navigation
- Benchmarking your district performance against the largest nationally-validated employee data set in K-12 education

As a result of your renewal, you will also be eligible to receive course libraries – these are specific courses for compliance and professional growth related to the solutions you already have from Frontline. The courses provide crucial learning for employees and are fully-SCORM compliant.

All clients will receive one free subscription to *The Line*, an award-winning publication focused on civil discourse in K-12. Your subscription includes two print editions and unlimited access to articles online.

What's Changing With Your Renewal?

We are seeking to provide equitable pricing across our client base in line with the value you receive and the pricing paid by clients of comparable size with the same solutions. Your renewal amount reflects this adjustment.

In addition, we have simplified your invoice by using the same pricing methodology across all of your Frontline solutions. You will no longer see variations to pricing based on different employee types, as you may have in the past. The new pricing method also allows you to have an unlimited number of employees within your



Renewal Notice

Acct #: 16201
CDUS5643

organization use our solutions, providing predictability for your budget even as you increase your usage of the solutions.

What's Your Next Step?

Your organization's specific pricing information is included in this document. We will need you to acknowledge the renewal to continue your services and begin your upgrade to the enhanced functionality of the Insights Platform.

To acknowledge your renewal, please go to the Renewal Form here.

If you've been previously contacted by a Frontline Client Success Manager or renewal team member, please reach out directly to them with any questions. Otherwise, feel free to contact us at renewals@frontlineed.com.

Did You Know?

Frontline has a new and exciting offering that can be added to your current solutions. Learning & Collaboration Resources includes 35 micro-credentials, collaborative groups, nearly 3,000 videos, and over 550 courses to equip your teachers to become masters of their craft. Learn more [here](#) and then contact your Frontline representative to schedule an overview.

How Can You Learn More?

If you have additional questions, we invite you to read our [FAQs](#).

Additionally, to learn more about the upgrade to enhanced functionality, please visit our [Client Resource Page](#).

We've made significant investments in our industry-leading platform, and we can't wait to help your district tap into the enhanced capabilities we are rolling out.

Sincerely,

Jim Catalino, Client Success Officer



Renewal Notice

Acct #: 16201
CDUS5643

HOW SHOULD I READ MY INVOICE:

Our new pricing method allows you to have an unlimited number of employees within your organization use our solutions, providing predictability for your budget even as you increase usage of the solutions. Because of this unlimited usage, product quantities are not listed on the invoice.

You'll see just one simple line item per product, and you will no longer see multiple line items per solution with variations to pricing based on different employee types. We trust this simplifies the reading of your invoice and makes it easier to do business with Frontline.

Burbank Unified School Dist
1900 W Olive Ave
Burbank CA 91506

Subscription Start Date: 7/1/2018

Description	Start	End	End User	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/1/2018	6/30/2019	16201 Burbank Unified School Dist	\$23,375.66

TOTAL RENEWAL \$23,375.66

**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: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Use of Facilities Between Burbank Unified School District and Kid's Community Dental Clinic

Background:

For several years, local and area dentists have provided free dental care to school aged children in the Burbank community. Originally located at Providence St. Joseph Medical Center, the Kid's Community Dental Clinic relocated in 2002, to the Burbank Community YMCA. For the past sixteen years, the Clinic has served thousands of children, most of whom are students enrolled in the Burbank schools. When the District became aware that the clinic might be considering relocation, discussions were initiated between representative of the District and Board of Directors of the Kid's Community Dental Clinic. The purpose of these discussions was to determine if the District might be able to provide a suitable site for the relocation of the clinic in order to better suite the needs of students in the community. Since 2007, the Kid's Community Dental Clinic has been located in a District owned portable classroom adjacent to the McKinley Elementary school campus.

Discussion/Issues:

For eleven years, the Kid's Community Dental Clinic has operated exclusively from its location at 400 West Elmwood Street in Burbank. During this time, the Clinic has provided a high quality of dental care for children from our school District and surrounding areas. The portable classroom that houses the clinic has one secure entrance that is accessible from the school, and another which allows the general public to access the clinic from Elmwood Street. The Clinic is solely responsible for maintaining its facility and utilities. The District incurs minimal expense, and currently provides only the service of landscape maintenance.

Fiscal Impact:

Since 2007, Burbank Unified School District has rented this space to the Kid's Community Dental Clinic for a nominal fee of \$1.00 per year. The District does not incur any expenses over and above this amount for the maintenance and upkeep of the facility.

Recommendation:

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the agreement for use of facilities between the Burbank Unified School District and the Kid's Community Dental Clinic, to provide dental services for students, effective July 1, 2018 through June 30, 2023, and the authority to sign the updated lease agreement be exercised pursuant to BUSD —AR 3314, as presented.

AGREEMENT FOR USE OF SCHOOL FACILITIES BETWEEN THE
BURBANK UNIFIED SCHOOL DISTRICT AND
KIDS COMMUNITY DENTAL CLINIC

The BURBANK UNIFIED SCHOOL DISTRICT ["DISTRICT"], and KIDS COMMUNITY DENTAL CLINIC, a California Non*Profit Corporation ["DENTAL CLINIC"] enter into this agreement ["Agreement"] for the following purposes and with reference to the following facts:

RECITALS

WHEREAS, the DISTRICT, recognizes the tremendous need for reduced fee dental care for eligible children including, but not limited to those who attend DISTRICT schools; and

WHEREAS, DENTAL CLINIC has the staff and expertise to provide these needed services; and

WHEREAS, the DENTAL CLINIC has requested that the DISTRICT grant the use of school facilities in accordance with California Education Code section 38130 et. seq.;

WHEREAS, the DISTRICT has a 24' x 39' portable building at Mc Kinley Elementary School that has easy public access and is not needed for school purposes; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the purposes stated herein.

NOW, THEREFORE, each of the parties to this Agreement hereby agrees it as follows:

1. Grant of Use of Facilities. The DISTRICT grants to the DENTAL CLINIC the right to use the facilities located at McKinley Elementary School that exist as one 24' X 39' portable building on an asphalt pad, fencing, connected gate and power utility, and are hereto referred as "FACILITIES" for the purposes herein described.

2. Permitted Use. Use of FACILITIES is restricted to the operation of a dental clinic that provides reduced fee dental services to eligible children including.

3. Term. The term of this Agreement is from July 1, 2018 to June 30, 2023

4. Fees. In accordance with Education Code section 38134, use of the FACILITIES is granted free of charge.

5. District's Right of Entry. DENTAL CLINIC shall permit DISTRICT or DISTRICT' agents, representatives or employees to enter the FACILITIES at all reasonable times and with reasonable notice of at least two hours for the purpose of inspecting the FACILITIES to determine whether DENTAL CLINIC is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect DISTRICT'S interest in said FACILITIES under this Agreement.

6. Alterations. Except as otherwise provided in this Agreement, DENTAL CLINIC shall not, without prior written consent make any alterations, improvements, additions, or utility installations in, on, or about the FACILITIES, except for nonstructural alterations involving partitioning of the interior of the FACILITIES not exceeding \$10,000 in cumulative costs, during the term of this Agreement. In no event shall DENTAL CLINIC make and change or alteration to the exterior of the FACILITIES without

DISTRICT'S prior written consent. As used in this paragraph, the term "utility installation" shall mean electrical distribution systems and panels, lighting fixtures, air conditioning fixtures, plumbing, and fixtures. DISTRICT additions or utility installations at the expiration of the term, and restore the FACILITIES to their prior condition. Any alterations, improvements, additions or utility installations in or about the FACILITIES that DENTAL CLINIC may desire to make and which requires the consent of the DISTRICT shall be presented to DISTRICT in written form, with proposed plans.

Consent shall be deemed granted if DISTRICT fails to respond to DENTAL CLINIC'S written request within sixty (60) days.

DENTAL CLINIC shall pay, when due, all claims for labor or materials furnished to or for DENTAL CLINIC at or for use in the FACILITIES, including claims which are or may be secured by any stop notice, mechanics or material men's lien against the FACILITIES, or the PROPERTY, or any interest therein. DENTAL CLINIC shall give DISTRICT not less than ten (10) days' notice prior to the commencement of any work in the FACILITIES. All alterations, improvements, additions and utility installations, except trade fixtures, which may be made on the FACILITIES shall be the property of DISTRICT and shall remain upon and be surrendered with the FACILITIES at the expiration of this Agreement, unless DISTRICT requires their removal pursuant to this Agreement.

7. Signs. With DISTRICT'S approval, which will not be unreasonably withheld, DENTAL CLINIC may erect and maintain on the FACILITIES at DENTAL CLINIC'S sole cost and expense a sign advertising DENTAL CLINIC'S business and/or

enterprise. Any installation of signs or graphics on or about the FACILITIES shall be subject to any applicable governmental laws. Any sign or label placed on the FACILITIES, fixtures or equipment shall be removed by DENTAL CLINIC at the expiration of this Agreement, and the cost of repairs for any damage to the FACILITIES caused by the removal or installation of the sign shall be borne by DENTAL CLINIC.

8. Maintenance. The ongoing operations and maintenance of the FACILITIES are the responsibility of the DENTAL CLINIC the cost of which shall be borne solely by the DENTAL CLINIC.

9. Utilities. DENTAL CLINIC shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind consumed by the DENTAL CLINIC and furnished to the FACILITIES throughout the term of this Agreement. All utilities that serve the FACILITIES shall be separately metered the cost of which shall be borne solely by DENTAL CLINIC.

10. Dental Clinic's Duty To Keep Facilities Free Of Liens. DENTAL CLINIC shall keep all of the FACILITIES and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', material men's, and other liens for or arising out of or in connection with DENTAL CLINIC directed work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of DENTAL CLINIC.

11. Taxes and Assessments. To the extent and in the event that this Agreement causes the FACILITIES to be accessed by a tax authority, DENTAL

CLINIC shall be wholly responsible for the payment of any such assessment and shall pay the assessment within thirty (30) days of demand by DISTRICT.

12. Fingerprinting/Health Screening. DENTAL CLINIC agrees that all personnel assigned to the FACILITIES will successfully pass health and fingerprinting screenings to the extent required by law.

13. Termination. This Agreement may be terminated upon ninety (90) days written notice to the DENTAL CLINIC should the DISTRICT reasonably determine that it has an impending need for the FACILITIES. This Agreement shall also terminate upon twenty-four (24) hours written notice to DENTAL CLINIC should DETAL CLINIC cease utilizing the FACIITIES as a reduced fee dental clinic for eligible children including, but not limited to those who attend DISTRICT schools.

14. Indemnification DENTAL CLINIC agrees to indemnify and hold the DISTRICT harmless from each and every claim, demand, action or cause of action, and any cost or expense, including reasonable attorney fees in connection therewith, that may arise in any manner out of DENTAL CLINIC'S use of the FACILIIES or its actions or its actions pursuant to this Agreement, except claims, demands, actions or causes of action resulting from acts or omissions of DISTRICT or its agents or employees. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract the patent, copyright, trade secret or trademark infringement) sustained by any person or persons including, but not limited to, companies, or corporations, DENTAL CLINIC and its employees or agents, and members of the general public. This provision shall survive the termination or expiration of this Agreement.

14. Insurance DENTAL CLINIC shall obtain and maintain, at its expense, during the term of this agreement Commercial General Liability insurance, insuring against (i) liability for injury to or death of any person or .Property arising out of DENTAL CLINIC use of the FACILITIES; and (ii) contractual liability, insuring DENTAL CLINIC' Performance of the indemnification obligations contained in this Agreement. Coverage shall be in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall be issued by a responsible insurance company authorized to do business in the state of California and provided that the insurance company has an AM Best "A" or better rating. The DISTRICT shall be named as an additional insured on a separate endorsement to the policy. The endorsement shall require the insurance company to provide the additional insured party with a minimum of ten (10) days written notice of cancellation of the policy. Prior to occupancy of the FACILITIES, DENTAL CLINIC shall furnish the DISTRICT with a certificate of insurance for the required coverage. The certificate must be signed by a person authorized by the insurer to bind coverage on its behalf and must be in a form approved by the DISTRICT. The DISTRICT may require complete, certified copies of any or all policies at any time. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event DENTAL CLINIC shall immediately notify the DISTRICT and cease occupancy of the FACILITIES until further directed by the DISTRICT.

15. Hazardous Substances.

a. DENTAL CLINIC agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances by DENTAL CLINIC in or about the FACILITIES shall strictly comply with all applicable Environmental Laws.

b. DENTAL CLINIC agrees to indemnify, defend and hold the DISTRICT harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, expert fees, court costs, re mediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about the FACILITIES by DENTAL CLINIC, its employees, agents and invitees.

c. If the presence of Hazardous Substances on the FACILITIES caused by DENTAL CLINIC results in the contamination or deterioration of the FACILITIES or any water or soil beneath the FACILITIES, DENTAL CLINIC shall promptly take all action necessary to investigate and remedy that contamination.

d. DENTAL CLINIC agrees to promptly notify DISTRICT of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the FACILITIES.

e. DENTAL CLINIC shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the FACILITIES, except that DENTAL CLINIC may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business at the FACILITIES, and (ii) other Hazardous Substances that are necessary for the operation of DENTAL CLINIC'S business and for which DISTRICT gives written consent prior to the Hazardous Substances being brought onto the FACILITIES. At any time during the term of this Agreement, DENTAL CLINIC shall, within ten (10) days after written request from DISTRICT, disclose in writing all Hazardous Substances that are being used by

DENTAL CLINIC on the FACILITIES, the nature of the use, and the manner of storage and disposal.

f. The term "Hazardous Substances" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the FACILITIES, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the FACILITIES, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of DISTRICT to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

g. "Environmental Laws" means and refers to all applicable federal, state and local laws; ordinances, court orders and administrative directives, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-

Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and California Education Code §§ 17210, et seq., and California Code of Regulations, Title 5, §§ 14010, et seq.

h. DISTRICT certifies that it has maintained the FACILITIES in compliance with all Environmental Laws, including lead and asbestos abatement and containment. Should DENTAL CLINIC perform work that disturbs these materials, it is DENTAL CLINIC's responsibility to handle and dispose of this material in accordance with the regulations. DISTRICT agrees to immediately remediate any environmental hazard that is present in the FACILITIES that is not the result of DENTAL CLINIC's modification or Improvement of the FACILITIES.

i. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

16. Compliance with Laws. DENTAL CLINIC shall not use the FACILITIES, or permit anything to be done in or about the FACILITIES, that will in any way conflict with any applicable law, statute, applicable ordinance's or governmental rule or regulation now enforced or which may hereafter be enacted or promulgated.

17. Assignment. DENTAL CLINIC shall not assign this Agreement in whole or in part nor suffer any other person (the agents and servants of DENTAL CLINIC excepted) to use the FACILITIES or any portion thereof without the written consent of the DISTRICT. The consent to one assignment shall not be deemed to be consent to another assignment. Any assignment without written consent shall be void and shall, at the option of the DISTRICT, terminate this agreement.

18. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior or written expressions of the parties.
19. Modification. The District agrees to consider the expansion of the facilities granted herein should the DENTAL CLINIC need additional facilities. Any amendment or modification of this Agreement shall be effective only if in writing, executed by each of the parties hereto.
20. Notices. Any notice, request or demand or other communications required or permitted herein shall be in writing and shall be deemed to have been given on the earlier of actual receipt of the second day (other than Sundays and legal holidays) after mailing to the party to whom notice is to be given, by first-class mail, postage prepaid and addressed as follows:

follows:

DISTRICT:

Dr. Matt Hill, Superintendent
Burbank Unified School District
1900 W. Olive Avenue
Burbank, Ca. 91506

DENTAL CLINIC:

Dale Gorman, Executive Director
Kids Community Dental Clinic
400 W Elmwood Street
Burbank, Ca. 91506

21. Governing Law. This Agreement shall be construed under the laws of the State of California.
22. Attorney's Fees. Should either party commence a legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

24. Rules Of Construction. The terms of this Agreement are contractual, and are the result of negotiation among all the parties hereto. All parties to this Agreement agree that the normal rules of construction, which ordinarily would operate to resolve any ambiguities in this Agreement against the drafting party, shall not be employed in the interpretation of this Agreement.

25. Severance Provision. In the event that any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable.

26. Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one binding Agreement.

IN WITNESS HEREOF, the parties hereto, have approved and executed this Agreement on the date set forth opposite their respective signatures.

Date: June 7, 2018

DENTAL CLINIC

By: _____

Dale Gorman, Executive Director

Date: June 7, 2018

BURBANK UNIFIED SCHOOL DISTRICT

By: _____

Matt Hill, Ed.D
Superintendent

BURBANK UNIFIED SCHOOL DISTRICT
Office of 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 7, 2018

SUBJECT: Approval of Memorandum of Understanding with Girls on the Run (Elementary Education)

Background:

Girls on the Run is a transformational physical-activity based positive youth development program for girls in 3rd-8th grade. Participants are taught life skills through dynamic interactive lessons and running games. The program culminates with the girls being physically and emotionally prepared to complete a celebratory 5k running event. The goal of the program is to unleash confidence through accomplishment while establishing a lifetime appreciation of health and fitness. The purpose is to inspire and educate so that girls may build habits for a lifetime of healthy living.

District-Wide Goals 2018-2019:

1.4 Develop new strategies and enhance existing engagement supports and activities for parents of students who qualify for services such as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.

Discussion/Issues:

By entering into this Memorandum of Understanding (“MOU”), Girls on the Run of Los Angeles (“GOTRLA”) will provide the curriculum and training on delivery of our afterschool physical activity-based positive youth development program, and Thomas Edison Elementary-Burbank (the “Site”) will provide a location to operate this enrichment program, on the terms and conditions set forth herein for the 2018- 2019 school year. The program provides research-based curriculum as well as supplies and materials. Training is provided. Program implementation is contingent on securing qualified volunteer coaches. This Memorandum of Understanding (MOU) would allow Girls on the Run to access and use of the facilities at Edison Elementary School.

Fiscal Impact:

No fiscal impact.

Recommendation:

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the Memorandum of Understanding (MOU) with Girls on the Run of Los Angeles, to offer a physical-activity based youth development program for girls in 3rd-8th grade at no cost to the District, effective June 8, 2018, and the authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

MEMORANDUM OF UNDERSTANDING

PURPOSE OF PROGRAM

Girls on the Run (the “*Program*”) is a transformational physical activity based positive youth development program for girls in 3rd-8th grade. We teach life skills through dynamic interactive lessons and running games. The program culminates with the girls being physically and emotionally prepared to complete a celebratory 5k running event. The goal of the program is to unleash confidence through accomplishment while establishing a lifetime appreciation of health and fitness. The purpose is to inspire and educate so that girls may build habits for a lifetime of healthy living.

By entering into this Memorandum of Understanding (“*MOU*”), Girls on the Run of Los Angeles County (“*GOTRLA*”) will provide the curriculum and training on delivery of our afterschool physical activity-based positive youth development program, and Thomas Edison Elementary-Burbank (the “*Site*”) will provide a location to operate this enrichment program, on the terms and conditions set forth herein for the 2018- 2019 school year.

➤ *Program implementation is contingent on securing qualified volunteer coaches.*

RESPONSIBILITIES

The Site will:

- Provide a location for the Program at to GOTRLA.
- Provide safe, accessible space for the running portion of the program that is not in conflict with other programs or activities during scheduled GOTR practice times.
- Provide indoor space suitable for operating the program in the event of inclement weather.
- Support efforts to secure volunteer coaches from the community. Coaches to be trained by GOTRLA
- Encourage girls in appropriate grades to participate with the goal of filling the team to capacity (see above) by providing registration/program materials and information to all girls in eligible grades and encouraging participation through announcements, communications with parents/guardians, and general school support.
- Review and adhere to policies (see attached).
- If the Partner Site is no longer able to offer this program, they will notify GOTRLA a minimum of two weeks prior to season start date.

Girls on the Run of Los Angeles will:

- Provide research-based curriculum, supplies and materials, and training for the Sites’ volunteer coaches.
- Offer the program at a reduced cost of \$250 per participating student. Additional financial assistance will be available upon request.
- Communicate changes to the curriculum or program schedule to the coaches provided by the Site.
- Certify and train volunteer coaches on curriculum delivery through our Nationally Recognized training program and ensure one coach per day is equipped with CPR/1st Aid training.
- Background check and screen all volunteers.
- Provide registration/program materials and information to the Site for dissemination to families as requested.

STAFFING AND REPORTING RELATIONSHIPS

The Site will:

- Contact GOTRLA Program Staff with concerns regarding program administration or volunteer Coach development issues.

Girls on the Run of Los Angeles County:

- GOTRLA will contact the Site to deal with any program or volunteer Coach related issues.
- Provide ongoing communications regarding GOTRLA related-activities throughout the 10-week season.

The Site, Thomas Edison Elementary of Burbank and Girls on the Run of Los Angeles County agree to the terms set forth above.

Signature & Title of Authorized Site Representative

Date

Signature & Title of Girls on the Run Representative

Date



GIRL ON THE RUN M.O.U. POLICY ADDENDUM

1. **SITE CANCELLATION:** In event that the site must withdraw from hosting a season of GOTR, notice shall be given to GOTRLA a minimum of 2 weeks prior to the season start. GOTRLA will communicate all changes to registered parents and issue refunds accordingly. Cancellations requested after this date will result in a mandatory one-season hiatus from the program.
2. **TEAM CANCELLATION:**
 - a. In the event that a minimum number of girls do not register 10 days from the program start, the site will be notified that the team will be postponed until the following season. Cancellations will result in full refunds issued for any registered participants.
 - b. In the event that sufficient volunteer coaches are not available for the team 7 days in advance of the program start, the site will be notified that the team will be postponed until the following season. Cancellations will result in full refunds issued for any registered participants.
3. **PRACTICE CANCELLATION:** No practices are held on school holidays, breaks or minimum days. *In the rare event that insufficient coaches are available for a practice, it will be cancelled before noon on the day of practice. GOTRLA Staff will contact the site and parents by phone and email to alert them of the change. Practices will not be cancelled due to inclement weather, though they may be adapted to accommodate the safety and well-being of the girls. **On Minimum Days some exceptions may be made if site staff are serving as the volunteer coaches and request in advance to hold practice.
4. **INVOICE POLICY:** Should the site agree to pay the program fees (or any portion thereof) for the girls enrolled in the program, the site will be responsible to pay said fees based upon the number of girls registered at the close of the second week of practice. An invoice will be sent by week 4 of the program, due in full by week 8 of the program unless a prior written agreement identifies an alternative collection date. Outstanding balances will result in inability to partner in subsequent seasons.
5. **REFUND POLICY:** Withdrawal by Participant will be refunded 50% of paid fee upon receiving written request *prior* to the 4th program lesson, less any banking fees. No refunds will be issued after the 4th lesson, except in cases of medical situations, with a doctor's note or documentation. Program season cancellation by GOTRLA results in full refund of program fee paid, including banking fees.
6. **SCHOLARSHIP POLICY:** At GOTRLA, we believe every girl deserves confidence! We provide financial access to qualified families so that all girls have access to GOTR, regardless of ability to pay the program fee. Financial assistance is offered in registration process to provide reduced fees for qualified families (**Proof of Income** may be required for final approval of aid.)



**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Adoption of Resolution 36 Declaring Official Intent to Reimburse
Certain Expenditures from Proceeds of a Lease Financing

Background:

In order for the District to utilize financing to reimburse the bond program for the installation of energy conservation improvements and other capital projects, a resolution allowing this must be approved by the Board of Education. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. Section 1.150-2 of the Treasury Regulations which requires the District to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing.

Discussion/Issues:

The District desires to finance solar photovoltaic systems and other energy conservation improvements, equipment and fixtures. In order to finance this the District will enter into a lease financing agreement.

Financial Impact:

None

Recommendations:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend the adoption Resolution 36 Declaring Official Intent to Reimburse Certain Expenditures from Proceeds of a Lease Financing, as presented.



RESOLUTION NO. 36

RESOLUTION OF THE BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT DECLARING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF A LEASE FINANCING

WHEREAS, the Burbank Unified School District (the “District”) is a school district organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the District desires to finance solar photovoltaic systems and other energy conservation improvements, equipment and fixtures (collectively, the “Project”); and

WHEREAS, in order to finance the Project, it is desirable that the District potentially enter into a lease financing or some other long-term financing (the “Long-Term Financing”); and

WHEREAS, the District expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the Project prior to financing the costs associated with the Project on a long-term basis; and

WHEREAS, the District reasonably expects that the Long-Term Financing will be in an amount not expected to exceed \$11,000,000 and that certain of the proceeds of such Long-Term Financing will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, proceeds of such Long-Term Financing will be allocated to Reimbursement Expenditures no later than 18 months after the later of (i) the date the cost is paid, or (ii) the date the Project is placed in service or abandoned (but in no event more than three years after the cost is paid); and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the District to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Burbank Unified School District, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board of Education of the District (the “Board”) so finds.

Section 2. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 4. The District hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures.

Section 7. This declaration shall take effect from and after its adoption.

APPROVED AND ADOPTED by the Board of Education of the Burbank Unified School District on June 7, 2018.

President of the Board of Education

ATTEST:

Clerk of the Board of Education

CLERK'S CERTIFICATE

I, Steve Fritner, Clerk of the Board of Education of the Burbank Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on June 7, 2018, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

An agenda of said meeting was posted at least 72 hours before said meeting at 1900 West Olive Avenue, Burbank, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 7, 2018

Clerk of the Board of Education of the
Burbank Unified School District

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education and Superintendent

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Lina Sola, Director of Fiscal Services

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Adoption of Resolution 37 Authorizing Temporary Inter-fund Cash Borrowing
2018-2019

Background:

Education code 42603 permits the temporary borrowing of moneys between District funds to facilitate the payment of obligations. This allows the District to cover a temporary negative cash flow balance amounts in any and all District funds, but does not increase the total amount authorized for expenditures nor is it considered income to the borrowing fund.

Discussion/Issues:

Inter-fund loans are set up in various District funds to reflect short-term loans between funds for cash flow purposes and the making and repayment of inter-fund loans must be approved by the Governing Board. The amounts borrowed shall be repaid either in the same fiscal year or in the following fiscal year if the borrowing takes place within the final 120 calendar days of a fiscal year.

Fiscal Impact:

None.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 37 Authorizing Temporary Inter-fund Cash Borrowing transfers up to 75% of the fund balances of the District for 2018-2019 payment obligations as permitted in Education Code 42603, as presented.

CASH BORROWING RESOLUTION

Temporary Inter-fund Cash Borrowing

BURBANK UNIFIED SCHOOL District

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the fiscal year, and;

WHEREAS, temporary transfer of cash between district funds is permitted by Education Code Section 42603, and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: \$ 75%.
2. For fiscal year: 18-19.
3. Amount shall not exceed 75 percent of any moneys held in any fund.
4. Funds borrowed shall not be available for appropriation or considered income to the borrowing fund.
5. Borrowing shall occur only when the fund receiving the money will earn sufficient income during the current fiscal year.
6. The amounts borrowed shall be repaid either in the same fiscal year or in the following fiscal year if the borrowing takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the governing board of the BURBANK UNIFIED School District hereby authorizes the borrowing of cash between all of the district funds.

Certification of the Clerk of the Governing Board

The agenda with this item for action was posted as required by law.

The resolution was adopted by the Governing Board on _____
Date

Signature: _____
Clerk of the Governing Board

ESTIMATED ACTUALS (MAY 24, 2018)

ESTIMATES THROUGH THE MONTH OF		July	August	September	October	November	December	January	February
Object	Beginning Balances (Ref Only)								
A. BEGINNING CASH		27,739,865.00	23,182,529.00	15,002,565.00	13,580,111.00	9,345,003.00	2,543,661.00	23,747,759.00	22,329,810.00
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment		3,306,849.00	3,306,849.00	9,644,317.00		5,920,482.00	10,611,874.00	6,017,638.00	3,701,337.00
Property Taxes		105,164.00	734,345.00		5,952,327.00	368,955.00	13,574,792.00	9,046,070.00	4,619,762.00
Miscellaneous Funds				(613,900.00)		857,117.00		416,338.00	
Federal Revenue			38,103.00	174,092.00	30,482.00	66,646.00	69,140.00	840,498.00	16,330.00
Other State Revenue		394,787.00	1,834,861.00	1,559,854.00	742,150.00	1,721,569.00	4,187,528.00	708,800.00	(1,435,098.00)
Other Local Revenue		(394.00)	99,472.00	466,695.00	1,334,588.00	167,298.00	212,852.00	858,254.00	434,067.00
Interfund Transfers In									
Interfund Financing Sources									
TOTAL RECEIPTS		3,806,405.00	6,013,629.00	11,231,058.00	8,059,547.00	9,102,067.00	28,656,186.00	17,867,598.00	7,336,398.00
C. DISBURSEMENTS									
Certificated Salaries		94,705.00	6,136,860.00	6,279,824.00	6,453,437.00	6,598,329.00	6,553,666.00	6,498,486.00	6,477,025.00
Classified Salaries		21,813.00	1,236,638.00	1,941,151.00	2,291,143.00	2,315,670.00	2,278,970.00	2,274,139.00	2,301,683.00
Employee Benefits		56,091.00	1,631,070.00	3,071,350.00	3,186,329.00	3,212,143.00	3,193,364.00	3,214,337.00	3,209,449.00
Books and Supplies		73,099.00	443,772.00	344,698.00	307,144.00	355,483.00	138,164.00	288,453.00	160,206.00
Services		755,155.00	1,148,287.00	1,892,112.00	1,872,353.00	1,024,364.00	1,103,022.00	1,690,112.00	1,278,892.00
Capital Outlay			(5,075.00)		12,172.00		5,186.00	8,613.00	5,837.00
Other Outgo		254,865.00	36,125.00	133,305.00	321,418.00	133,479.00	133,458.00	131,219.00	133,498.00
Interfund Transfers Out									
All Other Financing Uses									
TOTAL DISBURSEMENTS		1,255,728.00	10,627,677.00	13,662,440.00	14,443,996.00	13,639,468.00	13,415,830.00	14,105,359.00	13,566,590.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not in Treasury									
Accounts Receivable		79,018.00	2,234,424.00	2,207,615.00	77,376.00	(21,890.00)	17,045.00	432,785.00	896,374.00
Due From Other Funds									
Stores									
Prepaid Expenditures									
Other Current Assets									
Deferred Outflows of Resources									
SUBTOTAL	0.00	79,018.00	2,234,424.00	2,207,615.00	77,376.00	(21,890.00)	17,045.00	432,785.00	896,374.00
Liabilities and Deferred Inflows									
Accounts Payable									
Due To Other Funds		7,187,031.00	5,800,340.00	1,198,687.00	(2,071,965.00)	2,242,051.00	(5,946,697.00)	5,632,973.00	183,181.00
Current Loans									
Unearned Revenues									
Deferred Inflows of Resources									
SUBTOTAL	0.00	7,187,031.00	5,800,340.00	1,198,687.00	(2,071,965.00)	2,242,051.00	(5,946,697.00)	5,632,973.00	183,181.00
Nonoperating									
Suspense Clearing		0.00							
TOTAL BALANCE SHEET ITEMS	0.00	(7,108,013.00)	(3,565,916.00)	1,008,928.00	2,149,341.00	(2,263,941.00)	5,963,742.00	(5,200,188.00)	713,193.00
E. NET INCREASE/DECREASE (B - C + D)		(4,557,336.00)	(8,179,954.00)	(1,422,454.00)	(4,233,108.00)	(6,801,342.00)	21,204,098.00	(1,417,949.00)	(5,516,999.00)
F. ENDING CASH (A + E)		23,182,529.00	15,002,565.00	13,580,111.00	9,345,003.00	2,543,661.00	23,747,759.00	22,329,810.00	16,812,811.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									

ESTIMATED ACTUALS (MAY 24, 2018)

ESTIMATES THROUGH THE MONTH OF		March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
Object	Object								
A. BEGINNING CASH		16,812,811.00	13,115,887.00	15,371,851.00	21,240,135.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources	8010-8019	13,081,607.00	3,704,703.00	10,800,628.00	4,734,831.00	(4,769,348.00)		76,014,092.00	0.00
Principal Apportionment	8020-8079	67,654.00	7,075,720.00	9,412,704.00	3,492,519.00			48,497,695.00	0.00
Property Taxes	8080-8099		(485,985.00)		(1,051,962.00)			(878,392.00)	
Miscellaneous Funds	8100-8299	445,333.00	1,606.00	83,295.00	2,583,828.00	1,820,675.00		6,170,028.00	
Federal Revenue	8300-8599	1,249,123.00	1,688,622.00	473,267.00	1,089,284.00	3,025,376.00		17,240,123.00	
Other State Revenue	8600-8799	283,782.00	934,739.00	440,360.00	95,860.00	517,571.00		5,845,144.00	
Other Local Revenue	8910-8929							0.00	0.00
Interfund Transfers In	8930-8979							0.00	0.00
All Other Financing Sources									
TOTAL RECEIPTS		15,127,499.00	12,919,405.00	21,210,254.00	10,944,360.00	594,274.00	0.00	152,888,680.00	
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	6,593,114.00	6,488,457.00	6,878,409.00	7,573,293.00	440,715.00		73,076,320.00	
Classified Salaries	2000-2999	2,288,762.00	2,314,929.00	2,529,090.00	2,861,193.00	675,389.00		25,330,570.00	
Employee Benefits	3000-3999	3,215,869.00	3,214,011.00	3,292,941.00	3,988,185.00	132,542.00		34,597,681.00	
Books and Supplies	4000-4999	313,082.00	359,635.00	1,310,704.00	735,470.00	5,346,367.00		10,176,277.00	
Services	5000-5999	1,105,463.00	1,675,174.00	1,825,421.00	1,573,466.00	260,904.00		17,204,725.00	
Capital Outlay	6000-6599		12,670.00	302,829.00	110,476.00	260,504.00		713,212.00	
Other Outgo	7000-7499	142,935.00	127,459.00	376,599.00	(469,759.00)	225,004.00		1,679,605.00	
Interfund Transfers Out	7600-7629				213,717.00			213,717.00	0.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		13,659,225.00	14,192,335.00	16,515,993.00	16,566,041.00	7,341,425.00	0.00	162,992,107.00	
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							4,781,283.00	
Due From Other Funds	9310	(4,189,463.00)	2,273,422.00	774,577.00				0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490				0.00			0.00	
SUBTOTAL		(4,189,463.00)	2,273,422.00	774,577.00	0.00	0.00	0.00	4,781,283.00	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	975,735.00	(1,255,472.00)	(399,446.00)	51,022.00			13,597,440.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		975,735.00	(1,255,472.00)	(399,446.00)	51,022.00	0.00	0.00	13,597,440.00	
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		(5,165,198.00)	3,528,894.00	1,174,023.00	(51,022.00)	0.00	0.00	(8,816,157.00)	
E. NET INCREASE/DECREASE (B - C + D)		(3,696,924.00)	2,255,964.00	5,868,284.00	(5,672,703.00)	(6,747,151.00)	0.00	(18,919,584.00)	
F. ENDING CASH (A + E)		13,115,887.00	15,371,851.00	21,240,135.00	15,567,432.00				
G. ENDING CASH, PLUS CASH								8,820,281.00	
ACCRUALS AND ADJUSTMENTS									

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF	JUNE									
A. BEGINNING CASH			15,567,432.00	11,647,134.00	3,684,611.00	3,867,829.00	(553,757.00)	(9,443,589.00)	3,521,878.00	10,001,832.00
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		3,581,695.00	3,581,695.00	11,100,820.00	6,318,325.00	5,984,952.00	11,132,459.00	6,385,072.00	3,990,521.00
Property Taxes	8020-8079		106,695.00	732,315.00			368,582.00	13,574,502.00	9,044,818.00	4,621,829.00
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299			51,641.00	234,733.00	41,078.00	89,785.00	93,306.00	783,761.00	22,300.00
Other State Revenue	8300-8599		498,078.00	2,313,015.00	1,190,435.00	910,239.00	5,203,188.00	5,203,188.00	869,031.00	(1,834,562.00)
Other Local Revenue	8600-8799		(449.00)	83,934.00	393,190.00	749,362.00	140,939.00	179,539.00	488,093.00	340,811.00
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			4,186,019.00	6,762,600.00	12,919,178.00	8,019,004.00	6,584,257.00	30,182,994.00	17,570,775.00	7,140,899.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		96,168.00	6,250,921.00	6,398,871.00	6,569,015.00	6,616,966.00	6,687,376.00	6,620,798.00	6,598,605.00
Classified Salaries	2000-2999		23,603.00	1,316,534.00	2,063,969.00	2,436,375.00	2,462,601.00	2,423,262.00	2,418,017.00	2,399,488.00
Employee Benefits	3000-3999		58,761.00	1,737,132.00	3,272,272.00	3,352,140.00	3,377,848.00	3,359,485.00	3,381,521.00	3,379,176.00
Books and Supplies	4000-4999		36,943.00	224,836.00	174,682.00	155,599.00	180,064.00	69,971.00	146,058.00	81,225.00
Services	5000-5999		636,156.00	987,879.00	1,653,423.00	1,635,230.00	877,208.00	946,946.00	1,471,497.00	1,104,614.00
Capital Outlay	6000-6599			(1,573.00)		3,779.00		1,615.00	2,669.00	1,812.00
Other Outgo	7000-7499		347,572.00	49,203.00	181,671.00	438,092.00	181,986.00	181,986.00	178,832.00	181,986.00
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7659									
TOTAL DISBURSEMENTS			1,199,203.00	10,564,932.00	13,744,888.00	14,590,230.00	13,696,673.00	13,670,641.00	14,219,392.00	13,746,906.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not in Treasury	9111-9199									
Accounts Receivable	9200-9299		79,018.00	1,640,149.00	2,207,615.00	77,376.00	(26,473.00)	235,923.00	3,097.00	135,178.00
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	79,018.00	1,640,149.00	2,207,615.00	77,376.00	(26,473.00)	235,923.00	3,097.00	135,178.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599		6,986,132.00	5,800,340.00	1,198,687.00	(2,072,264.00)	1,750,943.00	3,782,809.00	(3,125,474.00)	(1,405,890.00)
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	6,986,132.00	5,800,340.00	1,198,687.00	(2,072,264.00)	1,750,943.00	3,782,809.00	(3,125,474.00)	(1,405,890.00)
Nonoperating										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	(6,907,114.00)	(4,160,191.00)	1,008,928.00	2,149,640.00	(1,777,416.00)	(3,546,886.00)	3,128,571.00	1,541,068.00
E. NET INCREASE/DECREASE (B - C + D)			(3,920,298.00)	(7,962,523.00)	183,218.00	(4,421,586.00)	(8,899,832.00)	12,965,467.00	6,479,954.00	(5,064,939.00)
F. ENDING CASH (A + E)			11,647,134.00	3,684,611.00	3,867,829.00	(553,757.00)	(9,443,589.00)	3,521,878.00	10,001,832.00	4,936,893.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

BUDGET (May 30, 2018)

ESTIMATES THROUGH THE MONTH OF	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH	JUNE	4,936,893.00	7,634,842.00	6,521,710.00	17,208,207.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	13,677,192.00	3,999,864.00	11,324,357.00	4,557,907.00	(2,200,001.00)		83,433,858.00	
Property Taxes	8020-8079	67,897.00	7,075,812.00	9,413,400.00	3,491,834.00			48,497,684.00	
Miscellaneous Funds	8080-8099							0.00	
Federal Revenue	8100-8299	400,917.00	2,347.00	112,672.00	2,486,374.00	1,549,414.00		5,868,328.00	
Other State Revenue	8300-8599	1,539,857.00	2,088,475.00	571,618.00	1,347,401.00	3,219,682.00		17,916,457.00	
Other Local Revenue	8600-8799	239,236.00	587,727.00	361,197.00	80,793.00	844,102.00		4,488,473.00	
Interfund Transfers In	8910-8929							0.00	
All Other Financing Sources	8930-8979							0.00	
TOTAL RECEIPTS		15,925,099.00	13,753,225.00	21,783,244.00	11,964,309.00	3,413,197.00	0.00	160,204,800.00	0.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	6,616,956.00	6,605,003.00	7,005,469.00	7,715,633.00	192,602.00		73,975,393.00	
Classified Salaries	2000-2999	2,358,752.00	2,412,601.00	2,640,765.00	2,742,190.00	527,621.00		26,225,778.00	
Employee Benefits	3000-3999	3,386,521.00	3,386,521.00	3,467,318.00	4,227,144.00	340,001.00		36,725,840.00	
Books and Supplies	4000-4999	158,535.00	(238,734.00)	438,987.00	372,606.00	645,753.00		2,446,525.00	
Services	5000-5999	948,462.00	1,459,369.00	1,562,781.00	1,338,406.00	538,484.00		15,160,455.00	
Capital Outlay	6000-6599		3,933.00	93,962.00	34,275.00			140,472.00	
Other Outgo	7000-7499	194,918.00	174,020.00	513,473.00	(328,832.00)			2,294,907.00	
Interfund Transfers Out	7600-7629							0.00	
All Other Financing Uses	7630-7699							0.00	
TOTAL DISBURSEMENTS		13,664,154.00	13,803,713.00	15,722,755.00	16,101,422.00	2,244,461.00	0.00	156,969,370.00	0.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	166,036.00	(67,314.00)	774,577.00		3,413,197.00		8,638,379.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		166,036.00	(67,314.00)	774,577.00	0.00	3,413,197.00	0.00	8,638,379.00	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	(270,968.00)	995,330.00	(3,851,431.00)	51,022.00	2,244,461.00		12,083,697.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		(270,968.00)	995,330.00	(3,851,431.00)	51,022.00	2,244,461.00	0.00	12,083,697.00	
Nonoperating									
Suspense Clearing	9910	437,004.00	(1,062,644.00)	4,626,008.00	(51,022.00)	1,168,736.00	0.00	(3,445,318.00)	
TOTAL BALANCE SHEET ITEMS		2,697,949.00	(1,113,132.00)	10,686,497.00	(4,188,135.00)	2,337,472.00	0.00	(209,888.00)	0.00
E. NET INCREASE/DECREASE (B - C + D)		7,634,842.00	6,521,710.00	17,208,207.00	13,020,072.00				
F. ENDING CASH (A + E)									
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								15,357,544.00	

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

SUBMITTED BY: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, Hauffe Company, Inc.
(Building Fund/Deferred Maintenance Fund)

Background:

Consultant services are occasionally required on a temporary basis for specific services. Under Education Code 35160 and Government Code 53060 the District may contract for such services where a consultant is specially trained, experienced and/or competent to provide these specific services. The District will pursue professional assistance in the management of the bond program.

District-Wide Goals for 2017-2018:

7.7 – Continue construction/modernization projects according to the Government Obligation Bond Implementation Plan and develop a long-term maintenance plan.

Discussion/Issues:

The District has worked with Mr. Hauffe from Hauffe Company in the past with successful outcomes. With a strong background in construction design, Mr. Hauffe has the ability to manage all program phases including prioritizing/planning, design, construction, and DSA approvals as well as close-outs. He is highly qualified with years of experience working on K-12 schools and programs utilizing a number of construction delivery methods. He also brings strong experience in value engineering, quality control plan review, and change order cost reviews.

Mr. Hauffe will handle all of the District's bond projects and will work under the direction of David Jaynes, Assistant Superintendent of Administrative Services.

Fiscal Impact:

Cost to Fund 21 - Building Fund \$170/hour as needed with a portion (5%) coming from Deferred Maintenance Fund 14, not to exceed \$450,000.00.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Hauffe Company, Inc. for bond program management, effective July 1, 2018 through June 30, 2019, not to exceed \$450,000 95% (21-0-00000-0-00000-85000-6243-7500000) Building Fund, and 5% (14.0-00000.0-00000-85000-6243-7500000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

(DISTRICT WIDE BOND MEASURE S)

by and between

BURBANK UNIFIED SCHOOL DISTRICT

and

HAUFFE COMPANY INC.

Dated: June 8th, 2018

INDEPENDENT CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into as of June 8th 2018, between the Burbank Unified School District, hereinafter referred to as “DISTRICT,” and **Hauffe Company Inc. , 2713 Lowell Lane Santa Ana, CA 92706**, hereinafter referred to as “CONSULTANT.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice.

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on an annual contract basis.

NOW, THEREFORE, the parties agree as follows:

1. Term: CONSULTANT shall commence providing services under this AGREEMENT on **July 1st, 2018**, and will diligently perform as required on annual contract basis with a day termination notice requirement by either party. 30
2. Services: The CONSULTANT shall provide **Project Management Services** for the **Burbank USD Measure S Bond program** as performed, per the attached proposal and Additional staff only as required by the “District”
3. Exhibit: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

Exhibit A: Hauffe Company Inc Proposal and Fee schedule

4. Compensation: DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT an estimated Extension cost of **\$449,614.00** (see Matrix) billed Monthly according to a level of effort. During the term of this Agreement Hauffe Company Inc shall be compensated on a “Time and Materials” Basis, DISTRICT shall pay CONSULTANT according to the following terms of the Basic Services outlined in Section 5.

5. Basic Services: Hauffe Company Inc. Shall perform certain services, as directed by the Chief Facilities and Information Technology Officer, know as (“Basic Services”). The Basic Services to be provided by Hauffe Company Inc. are set forth below. During the term of this agreement, Hauffe Company shall do some or all of the following

- 5.1 Plan and Bid Safety locks at (10) Elementary Campuses with Districts Lock Consultant
- 5.2 Complete Close out Services of Phase II Modular Projects
- 5.3 Implementing Phase II Energy Services Solution

5.4 Manage Phase III Modular Projects (McKinley)

5.5 Plan and Implement Deferred Maintenance 2019

5.6 Coordinate with Districts Program Manager to develop and update a Master Program Schedule.

5.7 Procure and negotiate, and administer professional services agreements for the services needed for the program such as architectural, environmental, inspection, materials testing and construction.

6. Additional Services: To the extent Hauffe Company performs any services beyond the scope of Basic Services ("Additional Services"), the District shall be obligated to pay for those additional services only if the nature and extent of those additional services have been approved in writing prior to the performance of the additional services. Approved additional services performed by Hauffe Company Inc. Personal shall be billed at the hourly rates specified on the rate schedule attached hereto as Exhibit "A"

7. Expenses: DISTRICT shall reimburse Hauffe Company Inc. for its out-of pocket expenses incurred and paid for by Hauffe Company Inc. in furtherance of the performance of its obligations under this Agreement, but only if all of the following conditions are met: (a) the expenses are directly related to the Program or a Project; (b) the expenses are incurred for one or more of the categories of goods and services listed on Exhibit "B" attached hereto; (c) the amount of any such expense is reasonable and does not exceed the fair market value of the corresponding goods or services; and (d) any such expenditure in excess of \$1,000.00 for the purchase or rental of materials and or equipment is approved in writing by the District prior to the purchase or rental. Hauffe Company Inc shall be entitled to an administrative fee multiplier of 10% of the submitted expense reimbursed by the District pursuant to the section.

8. Independent CONSULTANT: CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

9. Materials: CONSULTANT shall furnish, at its own expense, all labor necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

10. Originality of Services: CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

11. Copyright/Trademark/Patent: CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said mater in the name of the DISTRICT. CONSULTANT consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination WITH 30 DAYS PAID NOTICE. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than 30 days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

13. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of

the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this agreement.

14. Insurance: Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of one million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than thirty (30) days from execution of this AGREEMENT by the DISTRICT and CONSULTANT, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its governing board, officers, agents and employees as additional insured's under said policy.

15. Assignment: The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

16. Compliance With Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, Consultant's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

17. Permits/Licenses: CONSULTANT and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

18. Employment With Public Agency: CONSULTANT, if an employee of another public agency agrees that CONSULTANT will not receive salary or remuneration. as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

19. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

20. Nondiscrimination: CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person.

21. Non-Waiver: The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
Burbank Unified School District
1900 w. Olive Ave
Burbank, California 91506

CONTRACTOR:
Hauffe Company Inc.
2713 Lowell Lane
Santa Ana, California 92706

23. Severability: If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. Governing Law: The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California. This AGREEMENT is made in and shall be performed in Los Angeles County, California.

Burbank Unified School District Hauffe Company Inc.
District Consultant

By: _____
David Jaynes
Assistant Superintendent Administrative Services

By: _____
Kurt Hauffe
President

45-5495265
Taxpayer Identification Number

Hauffe Company Proposal and Fee Schedule

Staff Position	2018-2019 Billing Rate
Project Director	\$170.00
Senior Construction Manager	\$152.00
Project Manager	\$125.00
Scheduler	\$145.00
Sr. Administrative/Controls	\$ 79.00
Project Coordinator	\$ 32.00

Exhibit B

CATEGORIES OF REIMBURSABLE EXPENSES

1. Outside Printing
2. Reproduction Or reprographics costs;
3. Shipping, overnight mail, postage, messenger, courier and /or delivery services (but not including Hauffe Company Inc' internal company or corporate required communications or reports, such as but not limited to timesheets, expenses reports, inter-office memoranda, newsletters, etc.
4. Long distance telephone calls and cellular phones used for the project;
5. Mileage for business travel (excluding travel from residence to the Project site, Program site, or Hauffe Company Inc's home or branch offices) at the rate established by Internal Revenue Services, and related parking and or tolls;
6. Field office trailer installation, furnishings, office equipment, custodial services, utilities, set up lease, tear down and demobilization expenses;
7. Computer equipment, software and software upgrades, diskettes and peripherals;
8. Web internet access charges;
9. Printer and plotter supplies (toner, ink cartridges);
10. Safety supplies (hard hats, glasses, ear plugs, first aid, caution tape);
11. Drinking water;
12. Calculators, digital camera and supplies;
13. Office supplies;
14. Other items necessary for performance of the Agreement, to the extent approved in advance in writing by the District.

A. MODULAR CLASSROOMS/EMS/LIGHTING (PLANNING/SITE SURVEY/PROCUREMENT)

STAFF POSITION	HOURLY RATE	2018																								Total Hours	Total Cost
		January		February		March		April		May		June		July		August		September		October		November		December			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Project Director	\$ 170.00											-	-	162	27,540	162	27,540	162	27,540	162	27,540	162	27,540	162	27,540	972	\$ 165,240.00
Sr. Project Manage	\$ 152.00												-		-		-		-		-		-		-	-	\$ -
Project/Design Manage	\$ 145.00												-		-		-		-		-		-		-	-	\$ -
Construction Manager	\$ 125.00											-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Sr.Adminstrative /controls	\$ 79.00												-	160	12,640	160	12,640	160	12,640	160	12,640	160	12,640	160	12,640	960	\$ 75,840.00
Scheduler	\$ 145.00													-		-		-		-		-		-		-	\$ -
Project Coordinator	\$ 32.00											-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
TOTAL													-		40,180		40,180		40,180		40,180		40,180		40,180	1,932	\$ 241,080.00

B. MODULAR CLASSROOMS/EMS/LIGHTING (PLANNING/SITE SURVEY/PROCUREMENT)

STAFF POSITION	HOURLY RATE	2019																								Total Hours	Total Cost
		January		February		March		April		May		June		July		August		September		October		November		December			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Project Director	\$ 170.00	162	27,540	162	27,540	162	27,540	162	27,540	162	27,540	162	27,540													972	\$ 165,240.00
Sr. Project Manage	\$ 152.00		-		-		-		-		-		-													-	\$ -
Project/Design Manage	\$ 145.00		-		-		-		-		-		-													-	\$ -
Construction Manager	\$ 125.00	-	-	-	-	-	-	-	-	-	-	32	4,000													32	\$ 4,000.00
Sr. Adminstrative/controls	\$ 79.00	160	12,640	130	10,270	-	-	-	-	-	-		-													290	\$ 22,910.00
Scheduler	\$ 145.00		-		-		-		-		-		-													-	\$ -
Project Coordinator	\$ 32.00	-	-	-	-	128	4,096	128	4,096	128	4,096	128	4,096													512	\$ 16,384.00
TOTAL		322	40,180	292	37,810	290	31,636	290	31,636	290	31,636	322	35,636													1,806	\$ 208,534.00

C. MODULAR CLASSROOMS/EMS/LIGHTING (CONSTRUCTION/CLOSE OUT)

STAFF POSITION	HOURLY RATE	2017																								Total Hours	Total Cost
		January		February		March		April		May		June		July		August		September		October		November		December			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Sr. Project Manage	\$ 170.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Project/Design Manage	\$ 152.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Construction Manager	\$ 125.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Sr. Adminstrative/Controls	\$ 79.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Scheduler	\$ 145.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Estimator	\$ 145.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -

D. MODULAR CLASSROOMS/EMS/LIGHTING (CONSTRUCTION/CLOSE OUT)

STAFF POSITION	HOURLY RATE	2018																								Total Hours	Total Cost
		January		February		March		April		May		June		July		August		September		October		November		December			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Sr. Project Manage	\$ 170.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Project/Design Manage	\$ 152.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Construction Manager	\$ 125.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Sr.Adminstrative/Controls	\$ 79.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Scheduler	\$ 145.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
Estimator	\$ 32.00		-		-		-		-		-		-		-		-		-		-		-		-	-	\$ -
TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

LEGEND	
Program Planning Scope	
Site Survey/Design Phase	
Procurement Phase	
Construction Phase	
Close Out Phase	

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Lina Sola, Director Fiscal Services

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval to Cap Self Insurance Fund 67.0 Payments, and Suspend Contributions to Other Post-Employment Benefits (OPEB) Trust Fund 71.0

Background:

The District calculates a percentage of salaries through payroll and then transfers that amount to Fund 67.0 a Self Insurance Fund or pay-as-you-go, used to pay the current year medical premiums for retirees. Additionally, a percentage of these funds are transferred into Fund 71.0, Other Post-Employment Benefit Fund, which is an irrevocable trust that can only be used to pay retiree health benefits costs.

Based on the compensation offer made by the District to the bargaining units, the District is proposing the contributions to pay-as-you-go cap at \$1.165M and a one-time suspension of a contribution to the Trust. If pay-as-you-go expenses exceed the \$1.165M cap, the balance will be paid from the Trust account this fiscal year and subsequent fiscal years until the Trust balance is reduced to a minimum of \$5.5M.

As of March 31, 2018, the value of the Trust was \$7.6M. The District would transfer \$400K from the trust to cover the balance of the benefits costs for 2017-18. This will allow the District to set aside 1% of salaries toward a one-time compensation agreement for the fiscal year 2017-18.

Discussion/Issues:

The Board of Education approve the suspension of OPEB contributions and use the irrevocable trust to pay retiree health benefit costs.

Financial Impact:

Reduction of the Unrestricted General Fund expense by approximately \$1.165M.

Recommendations:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve to cap the Self Insurance Fund 67.0 payments at \$1.165M and use the Trust Fund to supplement any additional costs to retiree benefits until the Trust Fund reaches a minimum balance of \$5.5M and to suspend contributions to the Other Post-Employment Benefits Trust Fund 71.0 for the 2017-2018 school year, as presented.

**Burbank Unified School District
Office of the Superintendent**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Matt Hill, Superintendent

PREPARED BY: Kimberley A. Clark, Executive Assistant to the Superintendent

SUBMITTED BY: Kimberley A. Clark, Executive Assistant to the Superintendent

DATE: June 7, 2018

SUBJECT: Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

Background:

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

The updates presented at this time are the December 2017 Board Policies sent to the District by CSBA. These policies have been reviewed by a subcommittee consisting of two members of the Board of Education and appropriate administrative staff. Changes appear in red on the PDF version; text to be added is underlined and/or highlighted and text to be deleted is shown as struck through. A first reading was held on May 17, 2018, and no additional changes were identified at that time.

Discussion/Issues:

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

Fiscal Impact:

None

Recommendation:

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

POLICY GUIDE SHEET
December 2017
Page 1 of 3

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

BP/AR 0420.4 - Charter School Authorization

(BP/AR revised)

Policy updated to delete material regarding the conversion of a low-performing school into a charter school when petitioned by parents/guardians under the Parent Empowerment Act, and to add requirement that accountability measures in an approved charter include student outcomes aligned with state priorities in the local control and accountability plan. Regulation updated to reflect **NEW LAW (AB 1360)** which provides that a charter petition may include admission preferences, including, but not limited to, priority for siblings of admitted or enrolled students and children of the school's staff and founders, provided that the admission preferences are approved by the district board, are nondiscriminatory, and do not require parent/guardian volunteer hours. Regulation also reflects requirement of AB 1360 that suspension/expulsion procedures included in the charter petition specify how the school will comply with due process requirements.

BP 1325 - Advertising and Promotion

(BP revised)

Policy updated to reflect **NEW LAW (AB 841)** which prohibits advertising of foods or beverages during the school day, including participation in a corporate incentive program that rewards students with free or discounted foods or beverages, unless the food or beverage complies with nutritional standards. Policy also clarifies court decisions regarding advertisements containing religious viewpoints.

BP 3100 - Budget

(BP revised)

Policy updated to reflect **NEW LAW (SB 751)** which provides that, if the amount of monies in the state Public School System Stabilization Account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year, unless the district is a basic aid district, is a district with average daily attendance of 2,500 or less, or is exempted by the county superintendent of schools under extraordinary fiscal circumstances.

BP/E 3515.7 - Firearms on School Grounds

(BP revised; E(1)/E(2) deleted)

Policy updated to reflect **NEW LAW (AB 424)** which eliminates the authority of the superintendent or designee to permit a person with a concealed weapons permit to possess a firearm on school grounds. Exhibits deleted as they applied to the possession of firearms on school grounds and are now unnecessary.

BP/AR 3517 - Facilities Inspection

(BP deleted; AR added)

Policy deleted and contents moved to AR. Regulation expanded to more directly reflect law regarding the conditions that must be inspected pursuant to the Office of Public School Construction's facilities inspection tool. Regulation reflects **NEW LAW (AB 10)** which requires a school that serves any of grades 6-12 and is a high-poverty school, as defined, to stock 50 percent of its restrooms with feminine hygiene products and to make such products available free of charge to students. Regulation also adds recommendation for lead testing and describes the circumstances under which drinking water is required to be tested for lead, including a requirement of **NEW LAW (AB 746)** for testing of school buildings constructed before January 1, 2010.

POLICY GUIDE SHEET

December 2017

Page 2 of 3

BP 4119.21/4219.21/4319.21 - Professional Standards

(BP revised)

Policy updated to reflect **NEW LAW (AB 500)** which requires any district that has an employee code of conduct addressing employee interactions with students to post that section of its code of conduct on each school's web site (or on the district web site if a school does not maintain one) and to provide it to parents/guardians at the beginning of the school year.

AR 4144/4244/4344 - Complaints

(AR revised)

Regulation updated to delete outdated reference to the use of Williams uniform complaint procedures for complaints alleging the failure to provide intensive instruction to students who did not pass the high school exit exam by the end of grade 12. Regulation reorganized to clarify circumstances that require the use of an alternate complaint procedure.

BP/AR 4200 - Classified Personnel

(BP/AR revised)

Policy updated to add material formerly in AR regarding the employment of substitute or short-term employees and to clarify that the length of service of a short-term employee must be no longer than 195 days per year. Regulation updated to reflect **NEW LAW (AB 670)** which makes playground aide positions part of the classified service in non-merit system districts.

BP 5144 - Discipline

(BP revised)

Policy updated to reflect **NEW LAW (SB 250)** which requires districts to ensure that any discipline imposed on a student does not result in the denial or delay of a nutritionally adequate meal to the student.

BP/AR 5144.1 - Suspension and Expulsion/Due Process

(BP/AR revised)

Policy updated to add homeless students as one of the numerically significant student subgroups for whom the district must monitor suspension/expulsion data, and to add board review of disaggregated suspension/expulsion data for the purpose of identifying any disparities in the imposition of discipline. Updated regulation revises the grounds for suspension and expulsion to more directly reflect law which separates out aiding or abetting a crime of physical violence from causing, attempting to cause, or threatening physical violence. Regulation also adds definition of cyber sexual bullying as a ground for suspension/expulsion and reflects **NEW LAW (AB 667)** which requires a student to be informed, during the informal conference required prior to suspension, of the other means of correction that were attempted before suspension.

AR 5148.2 - Before/After School Programs

(AR revised)

Regulation updated to reflect **NEW LAW (AB 830)** which deletes the requirement that a program operating under the 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) include preparation for the high school exit exam, as that exam has been eliminated.

BP 6146.1 - High School Graduation Requirements

(BP revised)

Policy updated to reflect **NEW LAW (AB 830)** which repeals the requirement to pass the high school exit exam as a condition of graduation and **NEW LAW (AB 365)** which exempts children of military families from locally established graduation requirements under certain conditions.

POLICY GUIDE SHEET
December 2017
Page 3 of 3

BP/AR/E 6162.52 - High School Exit Examination

(BP/AR/E(1)/E(2) deleted)

Policy, regulation, and exhibits deleted since **NEW LAW (AB 830)** repeals the requirement to pass the high school exit exam as a condition of graduation.

BB 9150 - Student Board Members

(BB revised)

Bylaw updated to reflect **NEW LAW (AB 261 and SB 468)** which eliminates the requirement that students petition in order to receive preferential voting rights for student board members. Bylaw also reflects requirement of SB 468 that the district provide student board members with materials and briefings, except those related to closed session, at the same time as other board members.

CHARTER SCHOOL AUTHORIZATION

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition for a start-up charter school to be established within the district. In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community. (Education Code 47605, 47606, 53300)

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

Approval of Petition

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide

CHARTER SCHOOL AUTHORIZATION (continued)

comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

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

The Board shall ensure that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall deny any petition to authorize the conversion of a private school to a charter school. The Board shall also deny any petition for a charter that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605)

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

CHARTER SCHOOL AUTHORIZATION (continued)

3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

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

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

Legal Reference: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference:

EDUCATION CODE

200 *Equal rights and opportunities in state educational institutions*
220 *Nondiscrimination*
17078.52-17078.66 *Charter schools facility funding; state bond proceeds*
17280-17317 *Field Act*
17365-17374 *Field Act, fitness for occupancy*
33126 *School Accountability Report Card*
41365 *Charter school revolving loan fund*
42238.51-42238.2 *Funding for charter districts*
44237 *Criminal record summary*
44830.1 *Certificated employees, conviction of a violent or serious felony*
45122.1 *Classified employees, conviction of a violent or serious felony*
46201 *Instructional minutes*
47600-47616.7 *Charter Schools Act of 1992*
47640-47647 *Special education funding for charter schools*
47650-47652 *Funding of charter schools*
49011 *Student fees*
51745-51749.6 *Independent study*
52052 *Numerically significant student subgroup, definition*
52060-52077 *Local control and accountability plan*
56026 *Special education*
56145-56146 *Special education services in charter schools*

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

CODE OF REGULATIONS, TITLE 5

11700.1-11705 *Independent study*

11960-11968.5.5 *Charter schools*

CODE OF REGULATIONS, TITLE 24

Part 2 *California Building Standards Code*

UNITED STATES CODE, TITLE 20

7223-7225 *Charter schools*

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 *Ops.Cal.Atty.Gen.* 166 (2006)

80 *Ops.Cal.Atty.Gen.* 52 (1997)

78 *Ops.Cal.Atty.Gen.* 297 (1995)

Management Resources: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Management Resources:

CSBA PUBLICATIONS

Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May 2000

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

CHARTER SCHOOL AUTHORIZATION

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against a student on the basis of characteristics listed in Education Code 220. It shall also contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals

CHARTER SCHOOL AUTHORIZATION (continued)

identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.
3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

CHARTER SCHOOL AUTHORIZATION (continued)

5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

CHARTER SCHOOL AUTHORIZATION (continued)

15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
 - a. Designation of a responsible entity to conduct closure-related activities
 - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
 - c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
 - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
 - e. Transfer and maintenance of personnel records in accordance with applicable law
 - f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school

CHARTER SCHOOL AUTHORIZATION (continued)

- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

- 1. The facilities to be used by the school, including where the school intends to locate
(*cf.* 7160 - Charter School Facilities)
- 2. The manner in which administrative services of the school are to be provided
- 3. Potential civil liability effects, if any, upon the school and district
- 4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

- 1. The district is notified prior to approval of the petition.
- 2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
- 3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

CHARTER SCHOOL AUTHORIZATION (continued)

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

ADVERTISING AND PROMOTION

The Governing Board establishes this policy to ensure effective and consistent standards for advertisements and promotions by nonschool groups in school-sponsored publications, on district and school web sites and social media, and on school facilities and grounds. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1330 - Use of School Facilities)
(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6145.5 - Student Organizations and Equal Access)

~~OPTION 1: Nonpublic Forum~~

~~The Board believes that in order to maintain focus on academic achievement in district schools, students' exposure to the persuasive influence of marketing should be minimized. The Superintendent or designee shall not allow any advertisement from any nonschool group to be included in any district or school-sponsored publication, web site, or social media, or to be posted on any school property such as school buildings, athletic fields, scoreboards, or billboards. In addition, no nonschool group's announcement, flyer, or other promotional material shall be disseminated by the district or distributed at any school facility or on school grounds.~~

~~OPTION 2: Limited Public Forum~~

The Board desires to promote positive relationships between district schools and the community in order to enhance community partnerships, support, and involvement in the schools. The Superintendent or designee may, consistent with the criteria established in this policy, approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6162.8 - Research)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

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

3. Paid advertisements on school property, including, but not limited to, advertisements on school buildings, athletic fields, scoreboards, and billboards

ADVERTISING AND PROMOTION (continued)

4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media
5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity and shall not contain the BUSD logo or name without permission.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution, or allow on school property, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160 - Political Processes)

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

ADVERTISING AND PROMOTION (continued)

4. Contain prayer or proselytizing language
5. Position the district on any side of a controversial issue
(cf. 6144 - Controversial Issues)
6. Discriminate against, attack, or denigrate any group on account of any unlawful consideration
(cf. 0410 - Nondiscrimination in District Programs and Activities)
7. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
9. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy
(cf. 1321 - Solicitation of Funds from and by Students)
10. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee may also consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

ADVERTISING AND PROMOTION (continued)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

*Legal Reference:*EDUCATION CODE*7050-7058 Political activities of school officers and employees**35160 Authority of governing boards**35160.1 Broad authority of school districts**35172 Promotional activities**38130-38139 Civic Center Act**49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:**49431.9 Advertisement of non-nutritious foods*BUSINESS AND PROFESSIONS CODE*25664 Advertisements encouraging minors to drink*CALIFORNIA CONSTITUTION*Article 1, Section 2 Free speech rights*U.S. CONSTITUTION*Amendment 1, Freedom of speech and expression*UNITED STATES CODE, TITLE 42*1751-1769j School Lunch Program**1773 School Breakfast Program*COURT CASES*Hills v. Scottsdale Unified School District, (2003) 329 F.3d 1044**DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958**Yeo v. Town of Lexington, (1997) 131 F.3d 241**Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856**Bright v. Los Angeles Unified School District, (1976) 18 Cal. 3d 450**Lehman v. Shaker Heights, (1974) 418 U.S. 298**Management Resources:*WEB SITES*CSBA: <http://www.csba.org>*

BUDGET

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting scheduled on a date after the public hearing on the budget, the Board shall, following its adoption of the LCAP or an annual update to the LCAP, adopt the budget. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

BUDGET (continued)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

OPTION 1:—The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

~~**OPTION 2:** The Board may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.~~

~~**OPTION 3:** The Board may establish a budget subcommittee composed exclusively of Board members.~~

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

(cf. 1220 - Citizen Advisory Committees)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 3350 - Travel Expenses)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control

BUDGET (continued)

funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

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

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - *Administrative Discretion Regarding Board Policy*)
 (cf. 3110 - *Transfer of Funds*)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.
3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

BUDGET (continued)

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

The Board shall establish and maintain a general fund reserve of 6 percent for economic uncertainty, which exceeds the requirements of law. the minimum 6 percent reserve figure may only be waived by Board action after establishing a finding of extraordinary circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year that the district is notified by the Superintendent of Public Instruction that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds. (Education Code 41202, 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 7210 - Facilities Financing)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

~~When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)~~

Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget

BUDGET (continued)

are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:*EDUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

41202 Determination of minimum level of education funding

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42141 Disclosure of fiscal obligations

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

15494-15496 Local control funding formula, expenditures

Management Resources: (see next page)

BUDGET (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

FIREARMS ON SCHOOL GROUNDS

~~The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement and other appropriate individuals and agencies to address the security of school campuses.~~

~~(cf. 3515—Campus Security)~~

~~(cf. 3515.2—Disruptions)~~

~~(cf. 3515.3—District Police/Security Department)~~

~~(cf. 4158/4258/4358—Employee Security)~~

~~(cf. 5131.4—Student Disturbances)~~

~~(cf. 5131.7—Weapons and Dangerous Instruments)~~

~~Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)~~

~~If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.~~

~~The prohibition against the possession of firearms on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.~~

~~(cf. 0450—Comprehensive Safety Plan)~~

~~(cf. 1112—Media Relations)~~

~~(cf. 1113—District and School Web Sites)~~

~~(cf. 1114—District Sponsored Social Media)~~

Legal Reference:**EDUCATION CODE**

~~32281—Comprehensive safety plan~~

~~38001.5—District security officers; requirements if carry firearm~~

PENAL CODE

~~626.9—Gun Free School Zone Act~~

~~830.32—District police department; district decision to authorize carrying of firearm~~

~~16150—Definition of ammunition~~

~~16520—Definition of firearm~~

~~26150-26225—Concealed weapons permit~~

~~30310—Prohibition against ammunition on school grounds~~

UNITED STATES CODE, TITLE 18

~~921—Definitions, firearms and ammunition~~

~~922—Firearms, unlawful acts~~

~~923—Firearm licensing~~

UNITED STATES CODE, TITLE 20

~~7961—Gun Free Schools Act; student expulsions for possession of firearm~~

Management Resources: (see next page)

FIREARMS ON SCHOOL GROUNDS (continued)

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

Business and Noninstructional Operations

BP 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

The Board of Education is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)

(cf. 3515.2 - Disruptions)

(cf. 3515.3 - District Police/Security Department)

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

(cf. 5131.4 - Student Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots.

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

35160 Powers and duties of the board

35161 Powers and duties of the board; authority to delegate

FIREARMS ON SCHOOL GROUNDS (continued)

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

7151 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

Policy

BURBANK UNIFIED SCHOOL DISTRICT

adopted: January 19, 2017

Burbank, California

FACILITIES INSPECTION

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.

(cf. 3514 - Environmental Safety)

7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

FACILITIES INSPECTION (continued)

9. **Electrical Systems:** Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. **Pest/Vermin Infestation:** No visible or odorous indicators of pest or vermin infestation are evident.
12. **Drinking Fountains:** Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. **Restrooms:** Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)
14. **Sewers:** The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
15. **Roofs:** Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.
16. **Drainage:** School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

FACILITIES INSPECTION (continued)

17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

(cf. 0510 - School Accountability Report Card)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference: (see next page)

FACILITIES INSPECTION (continued)

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

300f-300j-27 Safe Drinking Water Act

Management Resources:

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Facility Inspection Tool: School Facility Conditions Evaluation

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

All Personnel

BP 4119.21(a)

4219.21

PROFESSIONAL STANDARDS

4319.21

The Governing Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district, advances the goals of the district's educational programs, and contributes to a positive school climate.

(cf. 0200 - Goals for the School District)

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

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)

(cf. 9005 - Governance Standards)

Each employee is expected to acquire the knowledge and skills necessary to fulfill his/her responsibilities and to contribute to the learning and achievement of district students.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Inappropriate Conduct

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.7 - Firearms on School Grounds)

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

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

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

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.2 - Bullying)

PROFESSIONAL STANDARDS (continued)

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

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

(cf. 3515.2 - Disruptions)

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3513.4 - Drug and Alcohol Free Schools)
(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)
(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

(cf. 3580 - District Records)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

PROFESSIONAL STANDARDS (continued)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

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

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

(cf. 4040 - Employee Use of Technology)

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

PROFESSIONAL STANDARDS (continued)

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

44050 Employee code of conduct; interaction with students

44242.5 Reports and review of alleged misconduct

48980 Parental notifications

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of conduct for professional educators

Management Resources: (see next page)

PROFESSIONAL STANDARDS (continued)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders, February 2014

California Standards for the Teaching Profession, 2009

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Professional Standards for Educational Leaders, 2015

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

WestEd: <http://www.wested.org>

COMPLAINTS

The procedure specified in this administrative regulation shall be used to investigate and resolve any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

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

Any of the time limits specified in the following procedure may be extended by written agreement between the district and complainant.

Step 1: Informal Complaint Process

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

Step 2: Site Level Formal Complaint Process

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered resolved on the basis of the preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 3: District Level Appeal

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

COMPLAINTS (continued)

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

Alternate Procedures

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure in BP/AR 4030 - Nondiscrimination in Employment.

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, or an urgent or emergency facility condition shall be resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)

COMPLAINTS (continued)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

CLASSIFIED PERSONNEL

The Governing Board recognizes that classified personnel provide essential services that support and enhance the district's educational program. The Board shall fill each of its classified positions with qualified persons, consistent with position requirements.

(cf. 0200 - Goals for the School District)

(cf. 4211 - Recruitment and Selection)

The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)

Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)

(cf. 4211 - Recruitment and Selection)

(cf. 4212 - Appointment and Conditions of Employment)

Each classified position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year.

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

(cf. 4141/4241 - Collective Bargaining Agreement)

Each classified employee shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.

(cf. 4215 - Evaluation/Supervision)

Substitute and Short-Term Employees

The district may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103)

If the district is in the process of hiring a permanent employee to fill a classified position, the Board may fill the vacancy with one or more substitute employees for no more than 60 calendar days, unless the applicable collective bargaining agreement provides for a different period of time. (Education Code 45103)

CLASSIFIED PERSONNEL (continued)

The district may employ a short-term employee to perform a service for the district when that service or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 195 work days per year, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day. (Education Code 45103)

*Legal Reference:*EDUCATION CODE*45100-45139 Employment of classified staff**45160-45169 Salaries and differential compensation**45190-45210 Resignation and leaves of absence**45220-45320 Merit system**49406 Examination for tuberculosis**51760-51769.5 Work experience education**Management Resources:*WEB SITES*California School Employees Association: <http://www.csea.com>*

CLASSIFIED PERSONNEL

Exemption from Classified Service

~~OPTION 1: Districts Not Incorporating the Merit System~~

Individuals hired solely for the following purposes are exempt from the classified service:
(Education Code 45103)

1. Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day
2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment
3. Full-time students employed part time
4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district, and which is financed by state or federal funds

~~OPTION 2: Merit System Districts~~

~~Individuals hired solely for the following purposes are exempt from the classified service:
(Education Code 45256, 45258)~~

- ~~1. Part-time playground positions (noon duty aides), when the employees are not otherwise employed in classified positions in the district~~
- ~~2. Apprentices~~
- ~~3. Professional experts employed on a temporary basis for a specific project~~
- ~~4. Full-time students employed part time~~
- ~~5. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760 et seq. and which is financed by state or federal funds~~
- ~~6. Positions established for the employment of community representatives in advisory or consulting capacities for not more than 90 work days or 720 hours in a fiscal year, provided the authorized duties are not those normally assigned to a class of positions~~

CLASSIFIED PERSONNEL (continued)

in the classified service, are approved by the personnel commission in advance of employment, and a regular classified district employee does not receive a concurrent appointment to such a position

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

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4212 - Appointment and Conditions of Employment)

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

Restricted Positions

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

DISCIPLINE

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

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

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

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

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

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

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

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

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

DISCIPLINE (continued)

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

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 9320 - Meetings and Notices)

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

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

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

DISCIPLINE (continued)

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

*Legal Reference:*EDUCATION CODE

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parent/guardian

49330-49335 Injurious objects

49550-49562 Meals for needy students

52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

*Management Resources:*CSBA PUBLICATIONSProviding a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIESClassroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONSDear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>Public Counsel: <http://www.fixschooldiscipline.org>U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

SUSPENSION AND EXPULSION/DUE PROCESS

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 1020 - Youth Services)
 (cf. 5138 - Conflict Resolution/Peer Mediation)
 (cf. 5144 - Discipline)
 (cf. 6142.4 - Service Learning/Community Service Classes)
 (cf. 6164.2 - Guidance/Counseling Services)
 (cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

~~**OPTION 1:** No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)~~

~~**OPTION 2:** No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)~~

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

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

On-Campus Suspension

~~To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.~~

~~Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)~~

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5119 - Students Expelled from Other Districts)

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

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)

PENAL CODE (continued)

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 *Ops.Cal.Atty.Gen.* 146 (2001)

80 *Ops.Cal.Atty.Gen.* 348 (1997)

80 *Ops.Cal.Atty.Gen.* 91 (1997)

80 *Ops.Cal.Atty.Gen.* 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<https://www2.ed.gov/about/offices/list/oese/oshs>

SUSPENSION AND EXPULSION/DUE PROCESS**Definitions**

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

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

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

- 18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
- 19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Additional Grounds for Suspension and Expulsion: Grades 4-12**

~~Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))~~

~~(cf. 5131.4 - Student Disturbances)~~

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Suspension from Class by a Teacher**

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against him/her, and shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

- a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
 - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Appeal**

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

BEFORE/AFTER SCHOOL PROGRAMS**Grades K-9**

The district's After School Education and Safety (ASES) program ~~or 21st Century Community Learning Center (21st CCLC) program~~ shall serve students in any of grades ~~K-9~~ 1-8 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's ~~21st CCLC~~ ASES program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

The district's ASES ~~and 21st CCLC~~ program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6154 - Homework/Makeup Work)

(cf. 6163.4 - Student Use of Technology)

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 6142.6 - Visual and Performing Arts)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6178 - Career Technical Education)

2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

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

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8)
 - (1) Fewer than 20 students participating in the program component
 - (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
 - (3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

(cf. 3540 - Transportation)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 45330, 45344, 45344.5)

(cf. 4222 - Teacher Aides/Paraprofessionals)

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:
 - (1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who are identified by the program as being in foster care. (Education Code 8483, 8483.1)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

- (2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)
- (3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

(cf. 6179 - Supplemental Instruction)

- (4) Any remaining capacity shall be filled by students selected at random.
- (5) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

8. Summer/Intersession/Vacation Programs

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

(cf. 6177 - Summer Learning Programs)

Grades 9-12

~~The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)~~

~~The program shall be operated in accordance with the following guidelines:~~

~~1. Program Elements~~

- ~~a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)~~

~~BEFORE/AFTER SCHOOL PROGRAMS~~ (continued)

~~(1) — Tutoring~~

~~(2) — Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content~~

~~(3) — Homework assistance~~

~~(4) — College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460~~

~~b. — The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)~~

~~(1) — Community service~~

~~(2) — Career and technical education~~

~~(3) — Job readiness~~

~~(4) — Opportunities for mentoring and tutoring younger students~~

~~(5) — Service learning~~

~~(6) — Arts~~

~~(7) — Computer and technology training~~

~~(8) — Physical fitness~~

~~(9) — Recreation activities~~

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

~~c. — The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)~~

~~d. — The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)~~

~~e. — The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)~~

~~BEFORE/AFTER SCHOOL PROGRAMS (continued)~~

~~2. Location of Program~~

- ~~a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)~~
- ~~b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)~~

~~3. Hours of Operation~~

- ~~a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)~~
- ~~b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)~~

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

BEFORE/AFTER SCHOOL PROGRAMS (continued)

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

HIGH SCHOOL GRADUATION REQUIREMENTS

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

~~(cf. 5127—Graduation Ceremonies and Activities)~~

~~(cf. 5147—Dropout Prevention)~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6143—Courses of Study)~~

~~(cf. 6146.3—Reciprocity of Academic Credit)~~

Course Requirements

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

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

~~(cf. 6142.91—Reading/Language Arts Instruction)~~

- ~~2. Two courses in mathematics (Education Code 51225.3)~~

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

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

~~(cf. 6142.92—Mathematics Instruction)~~

~~(cf. 6152.1—Placement in Mathematics Courses)~~

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

~~(cf. 6142.93—Science Instruction)~~

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

~~(cf. 6142.3—Civic Education)~~

~~(cf. 6142.94—History Social Science Instruction)~~

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

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

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

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

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

~~(cf. 6142.7—Physical Education and Activity)~~

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

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

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

Exemptions and Waivers

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

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

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

Retroactive Diplomas

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

~~The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. A deceased former student who satisfies these conditions may be granted a retroactive diploma to be received by his/her next of kin. (Education Code 51430)~~

~~In addition, the district may grant a diploma to a veteran who entered the military service of the United States while he/she was a district student in grade 12 and who had completed the first half of the work required for grade 12. (Education Code 51440)~~

Legal Reference: (see next page)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE

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

Management Resources:

WEB SITES

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

Burbank USD

(Substituting our existing policy with additional changes highlighted)

Board Policy

High School Graduation Requirements

BP 6146.1

Instruction

The Board of Education desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

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

1. Four courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)

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

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

(cf. 6011 - Academic Standards)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

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

(cf. 6142.93 - Science Instruction)

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

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

5. One course in visual or performing arts (Education Code 51225.3)

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

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

(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

7. One course in Health/Careers

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

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

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

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

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

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

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3- education for Juvenile Court School Students)

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

In addition to credit requirements, students shall:

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

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

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

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

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

5. Students who enroll from another country shall provide transcripts whenever possible. Students will receive an initial grade level placement by a school site administrator that is subject to change based on a comprehensive review of the transcripts and other enrolling documentation.

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

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

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

When necessary, Instructional Services will arrange for the translation of the transcript. In no circumstances shall the enrollment of the student be delayed pending translation, nor shall

parents/guardians be required to pay for translation of transcripts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from enrollment.

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

The Superintendent or designee shall exempt or waive specific course requirements for foster youth, homeless students, and children of military families in accordance with Education Code 51225.1 and 49701.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

Retroactive Diplomas

Until July 31, 2018, any student who completed grade 12 in the 2003-04 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 60851.6)

The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. A deceased former student who satisfies these conditions may be granted a retroactive diploma to be received by his/her next of kin. (Education Code 51430)

In addition, the district may grant a diploma to a veteran who entered the military service of the United States while he/she was a district student in grade 12 and who had completed the first half of the work required for grade 12. (Education Code 51440)

Summary of Required Courses and Credits:

English 40 Credits

Math 20 Credits, including Algebra 1

Science 20 Credits, including a Physical & Life Science

Social Studies 30 Credits

Visual/Performing Arts 10 Credits

Practical Art 10 Credits

Physical Education 20 Credits

Health/Careers 10 Credits

Electives 70

Total Credits 230

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
48200 Compulsory attendance
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas; foreign exchange students
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51412 Diplomas
51420-51427 High school equivalency certificates
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
60851.5 Suspension of high school exit examination
60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, High School: <http://www.cde.ca.gov/ci/gc/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Policy

BURBANK UNIFIED SCHOOL DISTRICT

adopted: August 4, 2016

Burbank, California

Revised and adopted: January 18, 2018

Revised: May 2018

STUDENT BOARD MEMBERS

In order to enhance communication and collaboration between the Governing Board and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in district governance.

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. (Education Code 35012)

To qualify for Board consideration, the petition for student representation shall contain the signatures of no less than 500 regularly enrolled high school students or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of at least one student member on the Board. (Education Code 35012)

Election of Student Board Member

Student Board member positions shall be filled by a vote of students enrolled in the high school(s) in accordance with procedures prescribed by the Board. (Education Code 35012)

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

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

The term of student Board member(s) shall be one year, commencing on July 1. (Education Code 35012)

Role and Responsibilities of Student Board Members

Student Board member(s) shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

All materials presented to Board members, except those related to closed sessions, shall be presented to student Board members at the same time they are presented to voting Board members. Student Board member(s) shall also be invited to attend staff briefings or be provided with a separate staff briefing within the same timeframe as the briefing of other Board members. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

STUDENT BOARD MEMBERS (continued)

Student Board member(s) shall be recognized at Board meetings as full member(s), shall be seated with other members of the Board, and shall be allowed to participate in questioning witnesses and discussing issues. (Education Code 35012)

Student Board member(s) shall be allowed to cast preferential votes on all matters except those subject to closed session discussion. *Preferential voting* means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

Student Board member(s) may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

Student Board member(s) shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Student Board Member Development

The Superintendent or designee may, at district expense, provide learning opportunities to student Board members through trainings, workshops, and conferences, such as those offered by the California School Boards Association and other organizations, to enhance their knowledge, understanding, and performance of their Board responsibilities.

(cf. 9240 - Board Training)

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

STUDENT BOARD MEMBERS (continued)

Elimination of Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon. (Education Code 35012)

Legal Reference:

EDUCATION CODE

33000.5 *Appointment of student member to State Board of Education*

35012 *Board members; number, election and terms; student members*

35160 *Authority of governing boards*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Association of Student Councils: <http://www.casc.net>

California Association of Student Leaders: <http://www.caslboard.com>

National School Boards Association: <http://www.nsba.org>

**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 7, 2018

SUBJECT: Adoption of Resolution 38 for the Elimination or Reduction of Services
for Classified Management Positions

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:

There are two positions being recommended for elimination:

- There is one 8 hr/day Behavior Intervention position in Special Education being recommended for elimination due to lack of work. This position is funded through the following appropriation number, 01.0-65000.0-57500-31400-31420-2210-7440000. This position is currently vacant and will not involve bumping.
- There is one 8 hr/day Behavior Intervention position in Special Education being recommended for elimination due to lack of work. This position is funded through the following appropriation number, 01.0-65000.0-57500-31400-31420-2210-7440000. 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 38 for the Elimination or Reduction of Services for Classified Management positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
June 7, 2018

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

RESOLUTION 38

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 to the following extent:

	<u>FTE</u>
Eliminate two Behavior Interventionists	1.0

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, not less than 60 days prior to the effective date of layoff.

ADOPTED, the 7th day of June 2018, by the Governing Board of the Burbank Unified School District.

Clerk

**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 7, 2018

SUBJECT: Adoption of Resolution 39 for the Elimination or Reduction of Services
for Classified Positions

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 five positions being recommended for a reduction:

- There is one 3 hr/day Community Resource Assistant position at Providencia Elementary being recommended for a reduction to 2 hr/day due to lack of funds. This position is funded through the following appropriation number, 01.0-01501.0-47600-2700-2410-2130000. This position is currently vacant and will not involve bumping.
- There is one 4 ½ hr/day Instructional Assistant-English Language Development position at Providencia Elementary being recommended for a reduction to 4 hr/day due to lack of funds. This position is funded through the following appropriation numbers, 01.0-01500.0-47600-10000-2110-2130000, 75% and 01.0-30100.0-47600-10000-2110-21390000, 25%. This position is currently vacant and will not involve bumping.
- There is one 4 hr/day Instructional Assistant-English Language Development position at Roosevelt Elementary being recommended for a reduction to 3 hr/day due to lack of funds. This position is funded through the following appropriation number, 01.0-01500.0-47600-10000-2110-2140000. The reduction of this position may involve bumping.
- There is one 7 ½ hr/day Educational Interpreter IV position at Muir Middle School being recommended for a reduction to 6 ½ hr/day due to lack of work. There are no students enrolled in zero period classes. This position is funded through the following appropriation number, 01.0-33100.0-57700-11104-2110-3220000. The reduction of this position may involve bumping.
- There is one 4.45 hr/day Elementary School Aide position at Jefferson Elementary being recommended for a reduction to 3.2 hr/day due to lack of work. There is no longer a need to work the gate for the Around the Bell program as a code lock will be installed. This position is funded through the following appropriation numbers, 01.0-00000.0-11100-10009-2910-2062000, 76.56% and 01.0-90201.0-11100-10009-2910-2068400, 23.44%. The reduction 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 39 for the Elimination or Reduction of Services for Classified positions, as presented.

**BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
June 7, 2018**

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

RESOLUTION 39

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:

	<u>FTE</u>
Reduce one Community Resource Assistant	.125
Reduce one Instructional Assistant-English Language Development	.0625
Reduce one Instructional Assistant-English Language Development	.125
Reduce one Educational Interpreter IV	.125
Reduce one Elementary School Aide	.1563

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 7th day of June 2018, by the Governing Board of the Burbank Unified School District.

Clerk

**Burbank Unified School District
Special Education Department**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tom Kissinger, Assistant Superintendent, Instructional Services

PREPARED BY: Tom Kissinger, Assistant Superintendent, Instructional Services

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for District Special Education Student 960025268, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

In an effort to resolve the disagreement between the District and the parents of Special Education Student 960025268, concerning services and/or school placement, a formal settlement agreement was offered on May 17, 2018 to the parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the student's parent, without admitting any liability.

Fiscal Impact:

The total cost for the Final Settlement Agreement for Student 960025268 is \$16,000

Recommendation:

Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve the Final Settlement Agreement between the Burbank Unified School District and Special Education student 960025268, not to exceed \$16,000 (01.0-65000.0-50010-21000-5820-7440000), effective June 8, 2018 through December 30, 2018, and that authority to sign the Agreements be exercised pursuant to BUSD-AR 3314, as presented.

**Burbank Unified School District
Special Education Department**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tom Kissinger, Assistant Superintendent, Instructional Services

PREPARED BY: Tom Kissinger, Assistant Superintendent, Instructional Services

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for District Special Education Student 960022506, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

In an effort to resolve the disagreement between the District and the parents of Special Education Student 960022506, concerning services and/or school placement, a formal settlement agreement was offered on May 8, 2018 to the parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the student's parent, without admitting any liability.

Fiscal Impact:

The total cost for the Final Settlement Agreement for Student 960022506 is \$4,500

Recommendation:

Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve the Final Settlement Agreement between the Burbank Unified School District and Special Education student 960022506, not to exceed \$4,500 (01.0-65000.0-50010-21000-5820-7440000), effective May 8, 2018 through January 31, 2019, and that authority to sign the Agreements be exercised pursuant to BUSD-AR 3314, as presented.

**UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT**

May 3, 2018

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:

Roberta Reynolds
Armond Aghakhanian
Steve Frintner
Charlene Tabet
Steve Ferguson

STUDENT BOARD MEMBERS PRESENT:

Melanie Ohanian, Burbank High School
Louie Kahn, John Burroughs High School
Isabel Castaneda Meza, Monterey High School

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment; David Jaynes, Assistant Superintendent, Administrative Services; and Tom Kissinger, Assistant Superintendent, Instructional Services.

1. CALL TO ORDER

The Closed Session was called to order at 6:00 p.m. by Board President Ferguson.

2. REQUESTS TO ADDRESS THE BOARD

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

3. CLOSED SESSION

- 3.a Conference With Labor Negotiator, Pursuant to Government Code §54957.6:
Agency Negotiator: Sarah Niemann
Employee Organization: California School Employees Association (CSEA) Chapter 674
- 3.b Conference With Labor Negotiator, Pursuant to Government Code §54957.6:
Agency Negotiator: Sarah Niemann
Employee Organization: Burbank Teachers Association (BTA)
- 3.c Public Employee Discipline/Dismissal/Release Pursuant to Government Code §54957
- 3.d Public Employee Performance Evaluation Pursuant to Government Code §54957
Title: Superintendent of Schools

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:03 p.m. Superintendent Matt Hill, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Ferguson reported that items 3a through 3d, were for discussion only with no action taken.

6. ADJUSTMENTS TO THE AGENDA

President Ferguson pulled item 12b and moved item 10d before 10a. Item 10a was not pulled from the agenda.

7. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

8. REQUESTS TO ADDRESS THE BOARD

8.a Public Communications

Representative Arda Tchakian for Senator Anthony Portantino, was called to speak. She recognized President Ferguson for his leadership this past year and presented him with a Certificate of Senate Recognition. She also thanked him for his dedication and support of all District students.

Daniel Swartz, Visual and Performing Arts Teacher on Special Assignment, was called to speak. He commented on the Music is Instrumental Campaign, which is a coordinated effort involving non-profit organizations, local business partners, the Burbank Arts for All Foundation, parents, booster organization, community members, and District Staff to raise funds for musical instrument repair or replacement, by partnering with the Musicians at Play organization and the 1,000 for \$100 committee chaired by Linda Walmsley, Michael Cusumano, Michael Hastings, and the Burbank Arts for All Foundation. He then invited the audience to attend the upcoming An Evening of Music from Film and Television Benefit Concert presented by the District and Musicians at Play featuring JBHS and BHS Band, Orchestra, and Show Choirs and encouraged donations to be able to meet the goal.

Nicole Drabecki, Teacher, was called to speak. She asked that the Board consider the BTA proposal of a 5% salary increase and suggested payment changes to the OPEB account, and was looking forward to the May budget revise and the approved budget in June. She also commented on Article 4, Association Rights and hope that in the future the District is willing to negotiate compensation for the new teacher orientation. She thanked the Board for participating in the recent CareWalk and invited their participation in the upcoming Relay for Life event.

Katrina Olson, Resident, was called to speak. She thanked President Ferguson for his dedication and hard work and was looking forward to getting to know the rest of the Board Members.

8.b Staff Responses

Superintendent Hill thanked the speakers for their comments and agreed with the compliments made regarding President Ferguson. It had been a great year under his leadership, a lot of work and accomplishments made. He also highlighted the Music is Instrumental Benefit Concert on May 11 and

invited the audience to participate and donate to reach the goal of raising \$100,000. He thanked the Board for their support, to Dr. Aghakhanian and Kathryn Bargar for the generous \$25,000 donation, the Burbank Arts for all Foundation, the Musicians at Play, and the 1000 for \$100 Committee for their continued support. He also thanked Sharon Cuseo, Peggy Flynn, and Daniel Swartz for their leadership. He addressed Ms. Drabecki and said that at the next Budget Committee meeting the May revise will be available for review. The Board, the unions, and he had been advocating for additional revenue in Sacramento, as well as with Senator Anthony Portantino and hoped that he continue to advocate for students and employees.

8.c Board Members' Comments and Responses

Member Frintner thanked Arda Tchakian and Katrina Olson for recognizing President Ferguson for his leadership this school year. He was looking forward to working with him during the upcoming school year to Ms. Drabecki he was looking forward to a hopeful and fruitful negotiations process, and to Daniel Swartz, Sharon Cuseo, and Peggy Flynn for the leadership with the Music is Instrumental Campaign. He attended the Arts for All Party and the recognition of the Masonic Public School Recognition where teachers Patrick McMenamim (BHS); Corey Howard (Muir MS), and Dug Gutierrez (McKinley ES) were honored. He also attended the memorial service for Mayor Will Rogers, and the Open House at Bret Harte and Washington.

Member Tabet congratulated Superintendent Hill for completing his doctoral program and President Ferguson for his leadership this past year. She thanked Ms. Drabecki for her passion and for supporting her colleagues and to Daniel Swartz and Peggy Flynn for their leadership with the Music is Instrumental campaign. She was looking forward to the upcoming benefit concert. She attended the Party for the Arts Gala and the Open House at McKinley. She was excited to attend the upcoming school events, such as a formal lunch with the 5th grade class at Edison ES, as well as the Boys and Girls Club Gala.

Clerk Aghakhanian congratulated Superintendent Hill for completing his doctoral program and thanked President Ferguson for his leadership. He attended the Party for the Arts and thanked Los Angeles County Supervisor Kathryn Barger for the \$25,000 donation toward the Music is Instrumental Campaign. He had an opportunity to attend the LA County Homeless Initiative event. Homelessness is an epidemic and noted that an Assessor Dwelling Units (ADUs) program was offered to address the homeless issue. The LA County offered a student competition to design affordable ADUs for the homeless. He visited Sacramento along with Senator Portantino and Assembly Member Friedman where the Armenian Genocide resolution was passed by the Senate and the Assembly and thanked others involved for their leadership and support.

Vice President Reynolds thanked Ms. Tchakian and Ms. Olson for their kind words to President Ferguson, and to Daniel Swartz and Peggy Flynn for their leadership with the Music is Instrumental Campaign, as she was looking forward to the upcoming benefit concert. She noted that she does not negotiate in public and she looked forward to seeing Ms. Drabecki at the upcoming Relay for Life event. She attended the Masonic Teacher of the Year recognition and thank the Mason's for supporting education. She also attended many of the student productions at BHS and noted that the productions were amazing. She also participated in the Seniors for a Day event where she visited several classrooms and was excited to see the wonderful things taking place. She then thanked Wendy Miller for coordinating the event.

President Ferguson thanked Arda Tchakian, Senator Portantino, and Katrina Olsen for the sentiment and was excited to continue to serve his community. He and Ms. Tabet attended the recent Communications Task Force Committee meeting and reported that there was a lot of work to be done, but making progress and thanked Kimberley Clark for her efforts in creating the recent survey.

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

9.a Recognition of 2017-2018 Student Board Members

Steve Ferguson, President, Board of Education, recognized the 2017-2018 Student Board Members: Melanie Ohanian, Burbank High School; Louie Kahn, John Burroughs High School; and Isabel Castaneda Meza, Monterey High School.

President Ferguson recognized the outgoing Student Board of Education Members and presented them with an appreciation plaque. All Board Members thanked the Student Board Members for their leadership, advocacy, professionalism, and for being great leaders and excellent District representatives. Students were invited to keep the Board informed about their future endeavors and to come back to visit in the future.

9.b Remarks from Outgoing Board of Education President

President Ferguson thanked his colleagues for the collaboration this past year and was looking forward to continuing to work together for all students. He also thanked the community for joining him at the EdWalks to talk about how to improve the school system.

Superintendent Hill presented him with an appreciation gift and commented on his leadership and passion this past year.

9.c Election of Officers

Steve Ferguson, President, Board of Education, conducted the election of officers for the 2018-2019 school year.

1. President – Roberta Reynolds

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

2. Vice President – Armond Aghakhanian

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

3. Clerk- Steve Frintner

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

9.d Seating of Board Members

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

9.e Remarks from Incoming Board of Education President

President Reynolds thanked her colleagues and noted that the most important role about the presidency was working as a team, as it was important to have a variety of perspectives. She then complimented Member Ferguson and provided history information regarding some of his work going back to his years in high school to now. During his presidency she had the privilege to work with him on suicide

prevention, the Mental Health Task Force, the Special Education Master Plan, GATE, the Library Cards, etc. and expressed her appreciation for all he has done and will continue to do as a Board Member. She was honored to serve with Vice President Aghakhanian as his perspective focused on immigrant rights and higher education. Clerk Frintner's perspective was one of a parent and PTA which was absolutely needed on the dais. Member Tabet's perspective was one of PTA, parent, and an education element and said that different perspectives and experiences were important. She noted that there were many challenges ahead of them, such as funding. The funding had been restored with no new funding coming to Burbank. The LCFF had create inequities to district's such as Burbank and noted that new funding was needed to be able to support students and staff and to be able to do that it would be necessary for everyone on the team to work together.

President Reynolds moved to 10d.

10. PRESENTATIONS

10.a Presentation of Caldwell Flores Winters Foundation (CFW) Scholarship

John Paramo, Director, Secondary Education, facilitated the presentation and introduced John Greenlee, Managing Director, Caldwell Flores Winters Foundation, who presented the CFW Scholarship to John Burroughs High School student, Joseph Ledbetter.

John Paramo explained that John Greenlee, Managing Director, Caldwell Flores Winters Foundation had an emergency and could not be present to present this year's scholarship winner Joseph Ledbetter from JBHS. He then invited Joseph to congratulate him for his success and for winning the scholarship.

President Reynolds moved to item 10c.

10.b Recognition of the Hollywood Burbank Airport Authority Tower Banner Contest Winners

Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, facilitated the recognition and introduced Lucy Burghdorf, Director of Public Affairs and Communications, Hollywood Burbank Airport, who recognized the finalists from the Hollywood Burbank Airport Authority Tower Banner Contest: First Place - Ernest Avedian, Burbank High School; Second Place - Abrielle Marsden, Burbank High School; Third Place - Narek Tashchyan, Burbank High School, and present a donation to the District's Arts for All Program for their participation.

Sharon Cuseo introduced Lucy Burghdorf who provided a brief history regarding the Hollywood Burbank Airport Authority Tower Banner Contest. This year's theme was *Takeoff to a New Beginning* and approximately 135 entries were received. She then introduced first place winner Ernest Avedian, 12th Grade, Burbank High School along with Teacher James Bentley. The second and third place winners were announced. She then presented a check in the amount of \$3,000 to be used to enhance the art programs in the District and thanked Daniel Swartz and James Bentley for their continued support.

President Reynolds thanked Lucy Burghdorf for the continue support to the arts and commended Mr. James Bentley and Ms. Jonelle Pickett for their amazing work at Burbank High School.

President Reynolds moved to item 10a.

10.c Recognition of Charissa Wheeler and the Kiwanis Club for their Donation to Burbank Unified School District's "Music is Instrumental" Campaign

Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, facilitated the recognition and introduced Charissa Wheeler, owner of The Music Junction, and the

Kiwanis Club for their donation to the Burbank Unified School District's "Music is Instrumental" Campaign.

Sharon Cuseo introduced CTE and Arts Coordinator Peggy Flynn, who introduced The Music Junction owner Charisa Wheeler, and the Noon Kiwanis President Lisa Malm, who have been exceptional partners with the Music is Instrumental Campaign. Ms. Malm commented on the importance in education by the Kiwanis by providing scholarships to students, honoring students, and the Teachers of the Year. A singing contest had been introduced three years ago which has been successful and introduced Charissa Wheeler who had been instrumental in the success of the contest. Ms. Wheeler explained the Singing Star Program and noted that it continues to grow each year. The goal of the program was to support the arts education in Burbank and then presented a check in the amount of \$5,512 which was raised in 2017 to be donated towards the Music is Instrumental Campaign.

President Reynolds thanked the Kiwanis for the support education, for providing the singing experience to students and for continued support to the District. Vice President Aghakhanian also thanked the Kiwanis for their support.

10.d Recognition of Burbank High School and John Burroughs High School Leukemia and Lymphoma Society Fundraising Teams

John Paramo, Director, Secondary Education, recognized the Burbank High School and John Burroughs High School Leukemia and Lymphoma Society fundraising teams.

John Paramo introduced ASB Advisor Wendy Miller, who reported that in a 7-week campaign, Team "Friends for Life" (Burbank High) raised over \$40,000 for the Students of the Year campaign for the fight against Leukemia and Lymphoma, and each received the Philanthropy Scholarship for the best high school team in community outreach, leadership, and communication. BHS ASB Advisor Wendy Miller and her students for being recognized by the Leukemia and Lymphoma Society's as "Students of the Year." BHS students Nikki Howell, Lauren Ryan, and Haven Dragomer raised \$39,515 for LLS and won the Philanthropy Scholarship beating out 14 schools in Southern California for the honor!

Wendy Miller invited students Haven Dragomer and Lauren Ryan to the podium. They were both thankful for the opportunity as they attributed the success to Wendy Miller, the Burbank community, family and friends. They both plan to continue to fundraise as their respective universities next year. John Paramo also acknowledged John Burroughs High School students Hannah Macaranas, Abigail Riggs, and Grace Vinyard, who raised \$2,500.

President Reynolds moved to 10b.

10.e Presentation on Burbank Arts for All Foundation Spring Grant Cycle

Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, introduced Trena Pitchford, Executive Director, Burbank Arts for All Foundation, who reported on the outcomes of the April, 2018, Burbank Arts for All Foundation Grant spring cycle.

Sharon Cuseo introduced Executive Director Trena Pitchford who noted that the Foundation was delighted to continue fundraising for the arts for the past twelve years. She acknowledged the recipient schools and some of the member is the audience, this year the grants were awarded to Bret Harte, Jefferson, Miller, Stevenson, Washington, and JBHS. She reviewed the process and some of the programs funded. The average Grant Gift is \$1,664.55 and the total amount donated to the District to date is \$482,718.90. She then presented a facsimile check in the amount of \$15,000. She was also excited about the upcoming benefit concert and collaborative efforts with the Music is Instrumental campaign. She congratulated the Singing Star program and the Kiwanis for their contribution to the arts. She then

announced the upcoming Community Exchange meeting to be held at Edison Elementary School and invited the audience to participate.

President Reynolds thanked the Burbank Arts Education Foundation and specially Ms. Pitchford for their continued support.

11. REPORTS FROM THE BOARD

11.a Student Representatives

Isabel Castaneda Meza MHS; Melanie Ohanian, BHS; and Louie Kahn, JBHS; reported on activities at their respective schools.

Student Board Member Ohanian announced that this would be her last Board meeting in attendance and thanked them for their support and guidance this past year. She then presented the Board and staff with an appreciation gift.

All Board Member thanked Melanie for her service, leadership, and commitment and congratulated her on a great year and wished her the best of luck at UCLA.

12. REPORTS TO THE BOARD

12.a Superintendent's Comments

Superintendent Hill announced the Board Study Session on May 9, 2018 starting at 6:00 p.m. to continue discussion on the District Goals, the Parcel Tax, and the LCAP Town Hall Meeting. He attended the recognition of Walt Disney ES as the California Distinguished School as well as an Exemplary School. He congratulated Principal Molly Hwang and staff. He was proud of the school for their accomplishments. He then reported that he had just finished his doctoral program at Loyola Marymount University and thanked the Board for their support and encouragement for the past three years. His dissertation had been published in educational leadership for social justice and thanked the eight Superintendents who worked with him through his journey. He was humbled and more aware of his situation and what he could do for others to make sure that every child in the District is successful and live productive lives.

President Reynolds noted that his passion for social justice was the reason he was selected as the Superintendent for Burbank. Superintendent Hill said that signed copies of his dissertation were possible if a donation was given to the Music is Instrumental Campaign.

12.b First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations - **PULLED**

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

PULLED - Policy Updates_Dec 2017_1st Read_050318.pdf

12.c Report on Facilities and Technology Projects

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

5-3-18 Facilities and Technology PP V 4.26.18(00000002).pdf (O.F. #26,619)

Assistant Superintendent Jaynes reviewed the Facilities and Technology projects by location, project name, contractor, and the cost and noted that the PowerPoint had been revised.

13. NEW AND/OR UNFINISHED BUSINESS

- 13.a Adoption of Resolution 30 Proclaiming May 9, 2018 as Day of the Teacher and May 7, 2018 through May 11, 2018 as Burbank Unified School District Teacher Appreciation Week

That the Board of Education adopt Resolution 30 proclaiming May 9, 2018, as Day of the Teacher and May 7, 2018 through May 11, 2018 as Burbank Unified School District Teacher Appreciation Week, as presented.

Resolution 30 - Day of the Teacher.pdf (O.F. #26,620)

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

- 13.b Adoption of Resolution 31 Proclaiming the Week of May 7, 2018 through May 11, 2018, Substitute Teacher Appreciation Week

That the Board of Education adopt Resolution 31 proclaiming the week of May 7, 2018 through May 11, 2018, as Substitute Teacher Appreciation Week, as presented.

Resolution 31 - Substitute Teacher Week.pdf (O.F. #26,621)

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

- 13.c Adoption of Resolution 32 Proclaiming May 9, 2018 as School Nurse Day

That the Board of Education adopt Resolution 32 proclaiming May 9, 2018 as School Nurse Day, as presented.

Resolution 32 - School Nurse.pdf (O.F. #26,622)

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

- 13.d Adoption of Resolution 33 Proclaiming the Week of May 20, 2018 through May 26, 2018 as Classified Employee Week

That the Board of Education adopt Resolution 33 proclaiming the week of May 20, 2018 through May 26, 2018 as Classified Employee Week, as presented.

Resolution 33 - Classified Employee Week.pdf (O.F. #26,623)

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

13.e Second Reading and Adoption of the Puberty Talk Curriculum for Grade Six

That the Board of Education adopt the Puberty Talk curriculum, not to exceed \$5,000 (01.0-63000.0-11100-10000-4310-7429000) Instructional Lottery funds, as presented.

Puberty Talk Curriculum.pdf (O.F. #26,624))

Sharon Cuseo reported that this was the curriculum she presented last week which was intended for sixth grade students and announced that parent are encouraged to review the curriculum at the District Office.

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

13.f Approval of Agreement for APEX Learning® Digital Curriculum

That the Board of Education approve the Agreement between the Burbank Unified School District and Apex Learning®, an intervention and credit recovery program, effective July 1, 2018 through June 30, 2019, not to exceed \$37,585 (01.0-01500.0-11100-10000-5840-7420000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Apex Agmt with Agmt.pdf (O.F. #26,625)

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

13.g 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_050318_Amended.pdf (O.F. #26,626)

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

14. CONSENT AGENDA

It was moved by Armond Aghakhanian, and seconded by Steve Frintner, that the Board of Education approve items 14a through 14ab, as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Aghakhanian, Frintner, Tabet, and Ferguson.

14.a Approval of Personnel Report Number 17-18-17

That the Board of Education approve Personnel Report number 17-18-17, covering Certificated and Classified personnel, and consisting of Pages 1 to 8 inclusive, as presented.

Personnel Report.pdf (O.F. #26,627)

14.b 2017-2018 Purchase Order Report

That the Board of Education approve Purchase Orders for 2017-2018 as listed through April 9, 2018, as presented.

2017-2018 Purchase Order Report.pdf (O.F. #26,628)

14.c Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of \$13,290,880.92 and commercial warrants in the total amount of \$5,871,605.10, as presented.

Warrants.pdf (O.F. #26,629)

14.d Approval of Instructional Consultant Services

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

Consultants 5.3.18.pdf (O.F. #26,630)

14.e Amended Master Contract for Nonpublic, Nonsectarian Agency (Special Education)

That the Board of Education amend the Master Contract for special education students, to be provided by McRory Pediatric Services, Inc. Nonpublic, Nonsectarian Agency effective May 04, 2018 through June 30, 2018 (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Master Contract for Nonpublic, Nonsectarian Agency, effective July 1, 2017 through June 30, 2018, was approved by the Board of Education June 15, 2017.

Master Contract Amendment.pdf (O.F. #26,631)

14.f Amended Master Contract for Nonpublic, Nonsectarian Agency (Special Education)

That the Board of Education amend the Master Contract for special education students, to be provided by RoHealth Services, Nonpublic, Nonsectarian Agency effective May 04, 2018 through June 30, 2018 (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Master Contract for Nonpublic, Nonsectarian Agency, effective July 1, 2017 through June 30, 2018, was approved by the Board of Education June 15, 2017.

Master Contract Amendment.pdf (O.F. #26,632)

14.g Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Dynamic Interventions, to provide an Independent Educational Evaluation for a Psychological Education Evaluation and attend IEP meeting for special education student #960020164, not to exceed \$3,000 (01.0-65000.0-57700-11900-5850-7440000),

effective May 4, 2018 through December 20, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

IEE960020164.pdf (O.F. #26,633)

14.h Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Susan G. Holland, to provide an Independent Educational Evaluation for Speech and Language and attend IEP meeting for special education student #960022193, not to exceed \$1,800 (01.0-65000.0-57700-11900-5850-7440000), effective May 4, 2018 through December 30, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

IEE960022193.pdf (O.F. #26,634)

14.i Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Susan G. Holland, to provide an Independent Educational Evaluation for Speech and Language and attend IEP meeting for special education student #960017063, not to exceed \$1,800 (01.0-65000.0-57700-11900-5850-7440000), effective May 4, 2018 through December 30, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

IEE960017063.pdf (O.F. #26,635)

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

That the Board of Education ratify an agreement between the Burbank Unified School District and Pat Register, to provide speech and language assessments for students and attend IEP meetings, not to exceed \$9,000 (01.0-65000.0-57700-11900- 5850-7440000), effective April 16, 2018 through May 25, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Agreement Speech and Language Assessments.Register.pdf (O.F. #26,636)

14.k Approval of Participating Internship Partner Agreement

That the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and internship partners listed in Exhibit A, effective May 4, 2018 through May 3, 2023 with an annual review, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Partnership Agmt with Agmt.pdf (O.F. #26,637)

14.l Approval of Agreement for Professional Services, Best Best & Krieger Attorneys at Law (Special Education)

That the Board of Education approve an agreement between Burbank Unified School District and Best Best & Krieger to perform specific services, effective May 4, 2018 through June 30, 2018, not to exceed \$10,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BB&K - Sped Atty.pdf (O.F. #26,638)

- 14.m Approval of Clinical Medical Assistant Externship Education Agreement between Burbank Adult School and Urgent Care One

That the Board of Education approve the agreement between the Burbank Unified School District/Burbank Adult School, and Urgent Care One, to provide clinical medical assistant externship experience, effective May 4, 2018, through May 3, 2019, and that the authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

BAS Urgent Care One Agreement.pdf (O.F. #26,639)

- 14.n Approval of Medical Billing and Coding Education Agreement between Burbank Adult School and Focus Financial Association

That the Board of Education approve the agreement between the Burbank Unified School District/Burbank Adult School, and Focus Financial Association, to provide medical billing and coding technical education experience, effective May 4, 2018, through May 3, 2019, and that the authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

Approval of Medical Billing with Agmt.pdf (O.F. #26,640)

- 14.o Acceptance of Notice of Completion, Universal Asphalt, Bid 1314-032, 2013 Asphalt Unit Price Bidding for Public Works Contracts, Transitional Kindergarten Modular Building, Providencia Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Universal Asphalt, Bid 1314-032, 2013 Asphalt Unit Price Bidding for Public Works Contracts, Transitional Kindergarten Modular Building, Providencia Elementary School, not to exceed \$6,575 Requisition 0002672 (010-81500-0-00000-85000-6170-752-3100) Bond Fund, as presented.

NOC_ Universal Asphalt_ TK Modular_ Providencia.pdf (O.F. #26,641)

- 14.p Acceptance of Notice of Completion, CUPCCAA Bid 1718-047, Moe Plumbing, Portable Classroom Sink Installation, Providencia Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, CUPCCAA Bid 1718-047, Moe Plumbing, Portable Classroom Sink Installation, Providencia Elementary School, not to exceed \$16,311.64 PO 18002913 (21.0-00000-0-91008-85000-6230-213-0000) Bond Fund, as presented.

NOC_ Moe Plumbing_ Relocatable_ Providencia.pdf (O.F. #26,642)

- 14.q Ratification of Purchase Agreement, Door Hardware, Commercial Door, Girls Locker Room, Jordan Middle School (Bond Fund)

That the Board of Education ratify a purchase agreement between Burbank Unified School District and Commercial Door Metal Systems, for the purchase of additional door hardware, not to exceed \$7,710.96 (21.0-00000-0-00000-85000-xxxx-321-0000), effective March 30, 2018 through March 30, 2019, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratification_Purchase_Commercial_ LR Door Replacement_ Jordan.pdf (O.F. #26,643)

- 14.r Ratification of Lease Agreement, Three Cargo Containers, Southwest Mobile Storage, Walt Disney Elementary School (Bond Fund)

That the Board of Education ratify a lease agreement, Southwest Mobile Storage for three (3) 20' storage cargo containers, Walt Disney Elementary School, effective April 21, 2018 through April 21, 2019, not to exceed \$1,366.18 (21.0-00000-0-91008-85000-6237-201-0000) Bond Fund, as presented.

Ratification_ Lease Agreement_ Southwest Mobile Storage_Disney.pdf (O.F. #26,644)

- 14.s Ratification of Additive Change Order No.2, Lease-Leaseback Guaranteed Maximum Price (GMP), Modernization/HVAC Phase I, Scorpio Enterprises Inc., dba AireMasters Air Conditioning, Horace Mann Children's Center (Bond Fund)

That the Board of Education ratify Change Order No. 2, Scorpio Industries dba AireMasters Air Conditioning, Lease-Leaseback Guaranteed Maximum Price (GMP), Horace Mann Children's Center, effective January 1, 2018 through January 1, 2019, not to exceed a net additive of \$961,977.36 (Bond Fund) PO 18002825, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

Ratification_ Additive CO # 2_ AireMasters_ Horace Mann CC.pdf (O.F. #26,645)

- 14.t Ratification of Amended Agreement for Professional Services, Massadi Enterprises, Division of State Architect (DSA) On-Site Inspection Services, Robert Louis Stevenson Elementary School, After School Village (Bond Fund)

That the Board of Education ratify an amended agreement for professional services between Burbank Unified School District and Massadi Enterprises, to perform on-site, DSA inspection services, Robert Louis Stevenson After School Village, Modular Classrooms, effective April 4, 2018 through April 4, 2019, not to exceed \$255 PO 18001519 (210-00000-0-91008-85000-6281-215-0000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Ratification_Amended Agreement_ Massadi_ Stevenson Village.pdf (O.F. #26,646)

- 14.u Approval of Amended Agreement for Professional Services, Massadi Enterprises, Division of State Architect (DSA) On-Site Inspection Services, Modular Classrooms, William McKinley Elementary School (Bond Fund)

That the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Massadi Enterprises, to perform on-site, DSA inspection services, William McKinley Elementary School, Modular Classrooms, effective May 4, 2018 through May 4, 2019, not to exceed \$52,700 (210-00000-0-91008-85000-6281-209-0000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amended Agreement_Massadi_ Modular_ McKinley.pdf (O.F. #26,647)

- 14.v Approval of Amended Agreement for Professional Services, Ninyo & Moore, Geotechnical, Materials Testing and Special Inspection, Modular Buildings, Bret Harte Elementary School (Bond Fund)

That the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 210085002 dated April 16, 2018, to provide geotechnical materials testing and special inspection services at Bret Harte Elementary School, effective May 4, 2018 through May 4, 2019, not to exceed \$20,500 PO18001138 (210-00000-0-91008-85000-6282-205-

0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

Amended Agreement_ Ninyo&Moore_ Additional Modular_Harte .pdf (O.F. #26,648)

- 14.w Approval of Amended Agreement for Professional Services, Ziemba + Prieto Architects Inc., Relocatable Classrooms, ADA Ramps, Robert Louis Stevenson Elementary School, After School Village (Bond Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an amended agreement between Burbank Unified School District and Ziemba + Prieto Architects Inc., to provide additional architectural and engineering services for the preparation of a CCD (Construction Change Document) for ADA (Americans with Disabilities Act) compliant new ramps, Robert Louis Stevenson Elementary School, After School Village, effective May 4, 2018 through May 4, 2019, not to exceed \$3,696 PO 18001195, which includes 10% for reimbursables (21.0-00000-0-91008-85000-6205-215-0000) Bond Fund, and the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amended Agreement_ Ziemba+Prieto_ Ramps_ Stevenson Village.pdf (O.F. #26,649)

- 14.x Approval of Award of Contract, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Cabling Cisco Tie-In, Raceway Installation, Theodore Roosevelt Elementary School, (Bond Fund)

That the Board of Education approve an award of contract between Burbank Unified School District and Intercom Clock and Signal Service, for installation of low voltage fire alarm upgrades and data infrastructure, Theodore Roosevelt Elementary School, Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contracts, effective May 4, 2018 through May 4, 2019, not to exceed \$123,316.96,(21.0-00000-0-91010-6230-214-0000) Bond Fund,- and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Intercom Clock & Signal_ Bogen_Intercom_ Roosevelt.pdf (O.F. #26,650)

- 14.y Approval of Agreement for Professional Services, Ninyo & Moore, Geotechnical & Environmental Sciences Consultants, Materials Testing and Special Inspection Services, Jordan Middle School, Burbank High School and John Burroughs High School (Career Technical Education Incentive Grant)

That the Board of Education approve the agreements for professional services between Burbank Unified School District and Ninyo & Moore, to provide materials testing and special inspection services, not to exceed \$27,766 (01.0-63870.0-38000-85000-6282-7429000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Jordan Middle School - Proposal No. 04-01817 - \$4,528 Burbank High School - Proposal No. 04-01820 - \$12,108 John Burroughs High School - Proposal No. 04-01818 - \$11,130

Agreement Ninyo & Moore with Proposals.pdf (O.F. #26,651)

- 14.z Notice of Completion, CUPCCAA Bid 1718-027, Cali Painting for Interior and Exterior Painting of Five (5) Portables for After School Village, Stevenson Elementary School (Routine Maintenance)

That the Board of Education accept the following project as completed: Interior and Exterior Painting of five (5) portables at Stevenson Elementary School for the After School Village, not to exceed \$24,900 (01.0-81500-0-00000-85000-6250-752-3100) Routine Maintenance, as presented.

NOC_Cali Painting_Stevenson_Rout. Maint..pdf (O.F. #26,652)

- 14.aa Notice of Completion, AireMasters, Removal and Replacement of Ceiling and Wall Tiles in Auditorium, Jefferson Elementary School (Routine Maintenance)

That the Board of Education accept the following project as completed: removal and replacement of ceiling and wall tiles in the Auditorium at Jefferson Elementary school, not to exceed \$49,600 (01.0-81500.0-00000-85000-6250-7523100) Routine Maintenance, as presented.

NOC_AireMasters_Jeff_Rout. Maint..pdf (O.F. #26,653)

- 14.ab Approval of Amended Agreement for Professional Services, Ninyo & Moore, Geotechnical, Materials Testing and Special Inspection, Modular Buildings, Thomas Jefferson Elementary School (Bond Fund)

That the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 210085001 dated April 16, 2018 to provide geotechnical materials testing and special inspection services at Thomas Jefferson Elementary School, effective May 4, 2018, through May 4, 2019, not to exceed \$15,000 PO18001119 (210-00000-0-91008-85000-6282-206-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

Amended Agreement_ Ninyo & Moore_ Additional Modular_Jefferson.pdf (O.F. #26,618)

15. REQUESTS TO ADDRESS THE BOARD

15.a Public Communications

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

15.b Staff Responses

15.c Board Members' Comments and Responses

16. RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

President Reynolds acknowledged the retirements of District employees: Julia Joslin, Teacher, Bret Harte Elementary School; Marie Acevedo-English, Elementary Office Assistant, Providencia Elementary School; Claudia Alcalde, Special Ed Instructional Assistant, Luther Burbank Middle School; Louis Dy, Technology Support Specialist II; James McNally, Carpenter, Facilities Services; Bettie O'Dell, Library Assistant, Miller Elementary School; and Janet Sarquiz, School Office Manager, John Muir Middle School.

The meeting adjourned at 9:18 p.m.

MINUTES APPROVED:

MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/7/2018

DATE

ARMOND AGHAKHANIAN, CLERK

**UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT**

May 9, 2018

Burbank Unified School District
1900 West Olive Avenue
Burbank, California

MEMBERS PRESENT:

Roberta Reynolds
Armond Aghakhanian (arrived at 6:17 p.m.)
Steve Frintner
Charlene Tabet
Steve Ferguson

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment; David Jaynes, Assistant Superintendent, Administrative Services; and Tom Kissinger, Assistant Superintendent, Instructional Services.

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:00 p.m. Amy Kamm, Parent, led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Board President Reynolds suggested that Public Communications occur throughout the meeting so that people wishing to comment could do so after each item was introduced.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. STUDY SESSION

3.a Study Session on District Goals and Core Values, 2018-2019

Matt Hill, Superintendent, facilitated a discussion and requested Board input regarding the BUSD District-Wide Goals and Core Values Statement for 2018-19, as presented.

District Wide Goals and Core Values Statement_050918.pdf (O.F. 26,654)

3.b Board, Staff, and Public Comments

In the last Study Session, the Board and District staff had worked through the first four goals. Superintendent Hill worked through goals 5-9. No changes were identified to Goals 6-9, except for a

request by Board Member Ferguson who requested that staff add the word "diverse" to Goal 7.10: Develop a plan to recruit, hire, and retain highly qualified, talented, and diverse employees.

It was agreed to bring this agenda item back for a first reading on June 7 and a second reading and approval on June 21.

3.c Study Session on Potential District Parcel Tax

Matt Hill, Superintendent, facilitated a discussion on the potential District parcel tax, as presented.

Parcel Tax_050918.pdf (O.F. 26,655)

3.d Board, Staff, and Public Comments

Superintendent Hill led a discussion of the various factors and issues involved with the proposed parcel tax.

Jen Lurie, parent, asked Superintendent Hill to clarify the one-time funding aspect.

Amy Kamm, parent, asked about the square footage calculation of improved property. Superintendent Hill indicated that improved property is defined as any structures that have been developed on a parcel of land.

Linda Walmsley, Roosevelt teacher, asked if the parcel tax would be perpetual and whether the senior exemption would only cover the homeowner. Superintendent Hill said the senior exemption would cover the homeowner of record.

Diana Abasta, BTA President and Burbank High School teacher, asked if a business owned by a senior would be exempt. Superintendent Hill said he would get clarification.

Linda Walmsley asked staff to research the situation wherein a home was inhabited by a senior but the home is owned by a trust.

Trena Pitchford, Executive Director of Burbank Arts for All, asked if the parcel tax does not pass would the proposed expenditures reflect the District's goals for the arts. Superintendent Hill confirmed that was the case.

Board Member Tabet emphasized the need to supplement transportation for students, especially at the secondary level.

Board Member Ferguson asked that the funding for school-based counseling be locked up to provide \$275K per year for that program.

Superintendent Hill indicated that some amounts would need to be adjusted lower to accommodate items that are proposed for increase.

Staff and the Board discussed what parameters could be put in place to allow the public to rescind the tax.

Larry Applebaum, parent, pointed out his belief that you cannot sunset the parcel tax if it is tied to employee compensation and that the District must provide for a means to remain solvent in the event that the tax is rescinded.

Suzanne Weerts, parent, came forward to express her belief that the outlines of the parcel tax seem convoluted and she is wondering how that will affect getting public buy-in to pass the measure.

Superintendent Hill said that the approach must involve looking to Sacramento as well as the local community to improve the funding picture.

Vice President Aghakhanian asked if any of the money could be allocated to pay for grant writing.

Peggy Flynn said that she felt working with Hanover was a wise move for the District. Staff explained that Hanover is a research company that also has a grant-writing division.

Linda Walmsley said that the concern with regard to donations to the District will likely more directly impact corporate giving as the parcel tax will affect businesses much differently than individual homeowners. She indicated her belief that donors need to be acknowledged and recognized.

Ms. Pitchford said that the parcel tax spending that the staff has outlined seemed to line up with the District-Wide Goals and suggested that might be a way to get the public to approve the measure, i.e., that the goals are already in place but that the District simply needs the funding to put the initiatives in place.

Diana Abasta said that the messaging will be very important and that a timeline would be helpful.

Ms. Kamm asked for clarification on the STEM supplies line item. Superintendent Hill indicated it was a per-pupil amount that could go out to the sites. She said that parents are currently being asked to backfill the expense for these materials and supplies. Ms. Kamm suggested that passage of the parcel tax may adversely affect individual giving to the schools.

Colleen Elkins, parent, expressed a concern she is hearing in the community that passing the parcel tax will solve the issues with teachers but that it really sounds more like a bandage due to the low per-pupil spending in the state of California. She is wondering if the parcel tax is large enough to solve all the funding problems we are experiencing.

Caroline Solberg, parent, asked if there were examples of other communities like Burbank that have passed a parcel tax and to what extent staff and the Board feel that Sacramento is listening. Superintendent Hill said that we are fortunate to have elected officials who are committed to education and securing adequate base funding.

Ms. Lurie asked why high school transportation, PD, and artist in residency were grouped together, and Superintendent Hill explained that all of those line items were arts-related.

Eric Carter, SPED TOSA, asked about the possibility of approaching the SELPA to handle SPED teacher induction rather than bringing on-board a full-time TOSA. Ms. Cuseo clarified that this person would also be a mentor to these approximately 30 teachers, but that the District would be open to talking to other options.

4. TOWN HALL MEETING

4.a Presentation of the Proposed Three-Year Local Control and Accountability Plan (LCAP)

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

LCAP Town Hall Meeting 5 9 18.pdf (O.F. #26,656)

4.b Town Hall Forum

Roberta Reynolds, President, Board of Education, facilitated a discussion with Board Members and facilitated a town hall forum for questions and answers regarding the Local Control and Accountability Plan (LCAP).

4.c Board, Staff, and Public Comments

Nuria Lundberg, parent and DELAC representative, expressed her support for the community liaison. Members of her group are very appreciative of the community liaisons who are currently in place. She said that one idea would be to have one person who could rotate throughout the school sites.

Caroline Solberg had concerns with regard to math preparation of elementary students. She also asked why do we not follow this through at the high school level. She stressed the importance of intervention and wondered where it was at the elementary level. She said she felt intervention at the middle school level was almost too late. She asked if there was any correlation between performance at the elementary level with the students who do not graduate. She also expressed concern with inaccuracies in the information presented at the LCAP meetings. She said if committee members don't have accurate information they cannot provide meaningful feedback and are merely fulfilling the role that is mandated by the State of California.

Sharon Cuseo, Assistant Superintendent of Instructional Services, explained that the focus of the upcoming staff trip to Sacramento is on math. Dr. Paramo said the Dashboard clearly identified math as the area needing the most attention. Ms. Cuseo confirmed that there is a correlation between students who are not on track in math and reading and their future academic success.

Diana Abasta said that she was glad to hear about the intervention the District is doing with math at a younger age. She said we need to develop a mindset that there is much more than the letter grade that needs to be considered. Ms. Abasta also asked if APs are going to be required to be trained in PBIS (Positive Behavior Intervention Strategies). She says she gets a lot of feedback from teachers about discipline.

Superintendent Hill confirmed that one of the interview questions for APs was around the applicant's experience with PBIS.

Nuria Lundberg asked if at the next All Principals Meeting that principals be asked to ensure they communicate about PBIS to the parents.

Superintendent Hill said the next step would be to prepare the updates to the LCAP and then bring it forward for a first reading.

5. ADJOURN

The meeting was adjourned at 8:45 p.m.

MINUTES APPROVED:

MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/7/2018

DATE

STEVE FRINTNER, CLERK

**UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT**

May 17, 2018

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:

Roberta Reynolds
Armond Aghakhanian
Steve Frintner
Charlene Tabet
Steve Ferguson

STUDENT BOARD MEMBERS PRESENT:

Louie Kahn, John Burroughs High School
Isabel Castaneda Meza, Monterey High School

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment; David Jaynes, Assistant Superintendent, Administrative Services; and Tom Kissinger, Assistant Superintendent, Instructional Services.

1. CALL TO ORDER

The Closed Session was called to order at 5:30 p.m. by Board President Roberta Reynolds

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Tessa Galvan, JBHS Parent, was called to speak. She shared her concerns regarding lack of communication with JBHS staff and the upcoming Real Talk student assembly, which will be run by students, no agenda, and no talking points. She suggested that trained professional be present during the assembly to offer support to students who may need additional support and that student and parent meetings needed to take place so that their concerns can be heard.

Monique Koloustian, JBHS Parent, was called to speak. She was unhappy with the decision made not to allow the Powerhouse Choir to perform at its last event due to the recent Senior Kidnapped incident. She was also concerned about the way the incident was handled at the site.

Katherine Owczarek, JBHS parent, was called to speak. She read several of the emails sent to the Board and staff. She disagreed that the incident be categorized as a hazing incident. She read the hazing definition and said that the incident was simply kids being silly and a dumb decision by one student.

2.b Staff Responses

Superintendent Hill thanked the speakers for their comments. He addressed Tessa Galvan and said that he would work with JBHS staff, Ms. Chase and the Family Service Agency of Burbank to ensure that the proper support is provided for the Real Talk student assembly and he would follow up with her. Regarding the choir incident, he was the decision-maker; however, he would work with staff to

investigate how the process was handled. He noted that the Education Code regarding hazing statute stands on its own. The suspension was based on the Code of Conduct for the JBHS Vocal Music Association which was signed by each student in the program. He had serious concerns regarding past traditions and the sentiment that parents shared about the incident being silly. He noted that these types of activities need to stop and he would work with staff to ensure the safety of students.

2.c Board Members' Comments and Responses

There were no comments from the Board at this time.

The meeting adjourned to Closed Session at 6:30 p.m.

3. CLOSED SESSION

- 3.a Conference With Labor Negotiator, Pursuant to Government Code §54957.6:
Agency Negotiator: Sarah Niemann
Employee Organization: California School Employees Association (CSEA) Chapter 674
- 3.b Conference With Labor Negotiator, Pursuant to Government Code §54957.6:
Agency Negotiator: Sarah Niemann
Employee Organization: Burbank Teachers Association (BTA)
- 3.c Public Employee Discipline/Dismissal/Release Pursuant to Government Code §54957
- 3.d Public Employee Performance Evaluation Pursuant to Government Code §54957
Title: Superintendent of Schools
- 3.e Expelled Students for Readmittance in the Burbank Unified School District, as per Board Policy 5144 and Education Code Section 48917

The Board of Education met in Closed Session pursuant to Board Policy 5144 and Education Code Section 48917 to consider the readmittance recommendation report from the Transfer Review Committee for the following student(s), 960007285, 960013748, 960021814, 960027015, 960019295, and 96003454, as presented in Confidential Exhibit 3e.

Confidential Exhibit (O.F. #26,657)

- 3.f Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)

Final Settlement Agreements for Special Education student 960013740

Confidential Exhibit (O.F. #26,658)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public session at 7:08 p.m. Mike Feix, Retired Teacher and Counselor, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Reynolds reported that items 3a through 3f, were for discussion only, with no action taken.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

President Reynolds requested monthly Board updates on Positive Behavioral Intervention and Support (PBIS) program and the Safe and Caring School Climate Committee.

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of Skills USA California Conference Winners

Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, introduced teachers John Benne, Jon King, Richard Lightfoot, and Lailah Ismail-Gallegos who facilitated the recognition and introduced the Skills USA California Conference winners.

Sharon Cuseo introduced teachers John Benne, John Burroughs High School and Lailah Ismail-Gallegos, Burbank High school who explained the Skills USA competition at their respective schools. Mr. Benne thanked the Board for supporting the program. This was a national competition in the areas of robotics, broadcast news, TV video, cabinet making, commercial baking, and photography. The State level competition went well. Students received a certificate for entering the program, which uses an outside curriculum and provides industry support which leads towards a pathway for some students. Ms. Ismail-Gallegos reported that this was the second year that Burbank HS participated. Two students placed gold at the regional level and two silver at the state level and one student is a first national contender. Seven Members participated, but only two placed at the national level for job interview and customer service. Mr. Benne then thanked CTE Technician Kathy DiNapoli for the support of the program.

8.b Recognition of Participating Schools in the Coins for Campers Program

Tom Kissinger, Assistant Superintendent, Educational Services, facilitated the recognition and introduced Janet Diel, President, Burbank Coordinating Council, who recognized the Coins for Campers overall winning classroom as well as the first, second, and third place schools.

Tom Kissinger introduced Janet Diel who recognized the Coins for Campers participating schools. She reported that \$5,600 dollars had been raised. 125 children will be sent to camp and 16 of 17 schools participated. She also introduced government official representatives Pamela Marcelo, Congressman Adam Schiff and Victoria Dochoghlian, Assembly Member Laura Friedman. She then presented certificates to the winning schools. Disney placed third and first place for the participating class; second place for Emerson; and Stevenson placed first by raising \$1,600. She also presented certificates for the middle and high schools; Jordan MS being the winning school, and District administrators for supporting the fund-raiser.

Ms. Diel thanked the schools for their participation and encouraged camp applications. She was hopeful that the Council will be able to grant all the scholarships this year.

President Reynolds thanked Ms. Diel for her dedication and support for students through the years.

President Reynolds moved to item 12a.

9. REPORTS FROM THE BOARD

9.a Student Representatives

Louie Kahn, JBHS and Isabel Castaneda Meza MHS, reported on activities at their respective schools.

Student Board Member Louie Kahn reported on student concerns regarding the Wellness Center. It was difficult to get an appointment, some students are using it to get out of class, and problems are not being adequately addressed. He then reported on the Real Talk upcoming student assembly which was meant to be student run to look at other options which would be the best setting to get student feedback. Student Nicole Rojas was interested in implementing the CARE program and will connect with Ms. Chase. He then introduced Megan Rangel the new ASB President for 2018-2019 school year.

Superintendent Hill said that this was the first time he had heard about student concerns and appreciated the feedback. He would like to have a conversation with the Burbank Family Service agency and JBHS staff to ensure that students are being heard. He also had a concern regarding the Real Talk event, which he felt should be thoughtful and professional with expert professional given the trauma recently experienced. Mr. Kahn noted that the purpose of the event was for closure and grieving period. Superintendent Hill strongly believed that trained professionals be included in the discussion. He also caution regarding rumors and asked that everyone work together to be able to move forward.

Member Ferguson felt that it was critical that the process be discussed at both campuses to be able to make it work. The Wellness Center was not designed to offer clinical care, but instead to connect students with additional resources and suggested that students be informed as soon as possible. He also agreed that a professional be present during the Real Talk event to be able to provide support, if needed.

President Reynolds appreciated Mr. Kahn's reports through the year as well as the solutions. She suggested that the outcome of Mr. Kahn's concerns be added to the upcoming PBIS and Caring School Climate report. Superintendent Hill noted that his focus was to immediately support students.

Clerk Frintner noted that Mr. Kahn had done an exceptional job throughout the year and that he was an exemplary representative of JBHS.

Student Board Member Castaneda Meza also asked for additional wellness support for Monterey students and asked that a meeting take place as soon as possible. All Board members thanked her for her leadership and noted her confidence growth and wished her well in her future endeavors.

Vice President Aghakhanian asked if it would be possible to sell the produce harvested by students at Monterey High School at a Farmers Market.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications

Laura Jimenez, Parent, was called to speak. She commented on concerns from a group of parents of children of color in the in the District, who felt that there is a lack of diversity in the curriculum, teachers, and administrators. She felt that the District could do more to ensure that all children see themselves throughout the educational journey. She shared ethnicity data and said that children of color needed an education that reflected the diversity of the city, the state, and the country. She recommended that the Board adopt an ethnic studies curriculum as a graduation requirement. Governor Brown signed AB 2016 (Alejo) into law last year mandating the creation of an ethnic studies curriculum. This year, AB 2772 (Medina) is being considered by the legislature mandating the adoption of an ethnic studies curriculum in all public schools in California. She also commented on David Starr Jordan being a leader on the Eugenics movement, which promoted sterilization and prevention of reproduction of certain races and people with disabilities and the request from Native Americans to rename school mascots that refer to the indigenous people of this land.

Kendra Walker, Parent, was called to speak. She shared her personal story and noted that during the tragic family event, her children were referred to the FSA, which she felt and agreed with Student Board Member Kahn that the program was ineffective, as it was assisted by interns and not professionals in the field. Recently, her daughter visited the Wellness Center and she was once again told that her daughter would be assisted by an intern. She was open to allow her daughter to speak to a professional, but not an intern. She would also like to continue to be a part of the conversation.

Debbie McBride, Parent, was called to speak. She commented regarding teen suicide. She said that students don't understand and was concerned. The District has had three suicides in six months and whatever the District was doing was not working. She also commented on racism, which she felt was a culture interpretation and that society was currently struggling with it. She felt that racism goes both ways and that students were desperately asking for help and must be heard. It was important that the conversation with students and parents continue.

Larry Applebaum, former, Board of Education Member and Member of the SFOC, was called to speak. He commented on equity as he strongly believed when the 2013 Bond was passed he put his reputation on-the-line and made promises to the voters, which the District was currently not following through. He suggested a Special Meeting to discuss this issue. How can the Board not keep the promise and try to implement yet a Parcel Tax. He reported that air conditioning in the Auditoriums at Edison, McKinley, Roosevelt, and Stevenson would not be able to be completed because of the mismanagement of funds. He was angry about the decisions made and still at this point do not have a balanced budget. This is a travesty and if the Board wanted to pass a Parcel Tax, they better come through to have a conversation about how to spend the rest of the Bond funds.

Juliet Kaluzniacki, Parent and Business Owner, was called to speak. She commented on mental health and shared personal information regarding her daughter who struggled with anorexia, mental health, anxiety and how she was able to overcome her struggles through yoga. She felt strongly that yoga was a preventive and maintenance method as it was vital to be able to help students with issues such as her daughters. She wants to help and asked what the District is going to do to help all students before another tragedy happens again.

10.b Staff Responses

Superintendent Hill thanked all the speakers for being open and candid as it was a difficult time for students, parents, and staff and asked for understanding as he was also having a difficult time. He heard Ms. Jimenez concern regarding diversity and he will begin to investigate implementation options and would ask for guidance from the Board regarding Board Policy. He thanked Ms. McBride for her concerns and comment regarding suicide and racism. He disagreed that racism went both ways and agreed that prejudice, hate, bias, harassment, and bullying were unacceptable. He does not condone violence in our schools and would like to follow up regarding her son. He addressed Ms. Walker and Ms. Kaluzniacki regarding support for students and cautioned on the assumptions that the District is not doing enough to assist students and that the best solution was to work together because times such as this can pull the community apart. He agreed with Member Ferguson that in order to move forward barriers must be removed for others to care. He encouraged the audience to visit the programs and resources he provided earlier to assist student, parents, and staff. He appreciated Mr. Applebaum comments; however, he disagreed on how he portrayed the Bond situation. He was not in the District when the Bond was passed and noted that there is no way that the Bond would be able to pay for all the projects. He cautioned about throwing rocks and noted that current priorities were being discussed and staff was trying to be as transparent as possible. He noted that saying that the District was mismanaging the funds was a strong and inaccurate accusation. The District was being as transparent as possible to determine how best to fund the remaining projects and invited the public to attend the School Facilities Oversight Committee meetings to offer feedback.

10.c Board Members' Comments and Responses

Member Ferguson thanked all the speakers as it was important to hear feedback. He thanked Ms. Jimenez for her comments and possible solutions. He noted that diversity was a part of the District goals and he and Vice President Aghakhanian were working on developing an ethic studies curriculum and was looking forward to a resolution. He shared his frustration regarding comments on a yoga program that may work for some students but not others and caution the interpretation of thinking why someone may commit suicide. It was important to constantly review District practices to ensure adequate services to students. He disagreed with the comments made about interns not being qualified to speak to students and noted that interns are used at many distinguished institutions supervised by a licensed professional. He was disappointed to hear Mr. Applebaum comments and noted that he no longer had a choice to oversee the Bond. It was important to assess each project moving forward and to continue the conversation.

Member Tabet said that everyone has a right to speak based on their experiences and the Board's job was to listen. She encouraged public comment as it was important for the Board to hear parents. She agreed that Mr. Applebaum's comments were not of his character. She also shared her concern about the cost of the modular building replacements, as she wasn't sure that some needed to be replaced. She agreed with Mr. Applebaum regarding the consultants overseeing the Bond and felt that progress had not been made. Things change and the District was trying to do its best. Superintendent Hill and Mr. Jaynes have done and continue to do an outstanding job. The ethnic studies curriculum was a beginning step for students who wish to participate. She attended a fifth grade lunch at Edison to teach students etiquette and thanked Mr. Dave Engel for the invitation. She also attended the California Distinguished School celebratory event at Disney Elementary School.

Clerk Frintner thanked Ms. Jimenez for her comments on diversity and said that the Board considered diversity as a key topic for the District and he was looking forward to the conversation. As father of two racial and ethnic students he agreed on the importance that students learn about their own diversity. He was also interested in the background of Jordan Middle School and agreed that a conversation should take place. The Indian Mascot topic at JBHS has been discussed and moving forward to reaching a resolution. He thanked Mr. Applebaum for sharing his concerns; however he agreed with Superintendent Hill that promises made during a campaign were not realistic. Staff was trying to their best with a budget that was a living document and changes constantly taking place. He was not against the installation of air conditioning units at the remaining four sites and the current Management Company was an ongoing conversation. Mr. Applebaum's comments seemed to indicate specific mismanagement which he felt that it was a mischaracterization, as the District was trying to be transparent. He invited the audience to attend the meetings and announced that the budget and other information is posted on the District's website. This has been a difficult week for everyone, as well as an emotional topic. He attended the recent Employee Wellness Symposium, where Senator Anthony Portantino talked about Burbank being considered a model in mental health and wellness. He said that everyone was trying to do their jobs and not afraid of looking bad, as their only concern was the well-being of students. Current efforts in place will be assessed to figure out what makes the more sense. He was also supportive of students who wanted to speak, but agreed that students need guidance and oversight to make sure that the conversation truly help students. He was committed to continue to fight and do more for students, parents, and staff.

Vice President Aghakhanian quoted Nelson Mandela. He thanked Ms. Jimenez for her comments regarding ethnicity and shared his personal struggles. Ethnicity was not learned it was a part of who we are. He agreed with Superintendent Hill regarding racism and ethnicity and noted that education was important. He was happy that AB 2016 was passed into law and said that Burbank is ready to provide ethic studies. Suicide is a complicated topic and its privacy should be respected. He was proud of the work that has been done and asked the audience to be patient.

President Reynolds said that it was important to continue to talk about suicide and other uncomfortable topics. She attended the Days of Remembrance event, which is sponsored by the Burbank Human Relations Council and thanked Ms. Janet Diel for coordinating the Holocaust Speaker event as well as former Mayor Marsha Ramos for their leadership and commitment. She agreed that everyone work together to find solutions.

President Reynolds declared a recess at 9:39 p.m. The meeting reconvened at 9:49 p.m.

11. REPORTS TO THE BOARD

11.a Superintendent's Comments

Superintendent Hill acknowledged staff and community partners, such as the FSA, the Burbank PD, and the MHET Team for their support during this difficult time and ask that we continue to support each other. He read a positive note from a student he received regarding services provided at the Wellness Center and thanked the FSA for their continued support. He reminded everyone to be mindful of each other as we don't know what another person is going through. He agreed with President Reynolds that this was the beginning of the conversation and to continue to reach out to each other and to work together to get even stronger.

11.b Report on Burbank Schools Boosters Association (BSBA)

John Paramo, Director, Secondary Education, introduced members of the Burbank Schools Booster Association, who reported on the 2016-2017 boosters' fiscal impact, as presented.

2016 2017 Booster Fiscal Impact Report 05 17 2018.pdf (O.F. #26,659)

John Paramo introduced members of the Burbank Schools Boosters Association (BSBA) Ana Connell, Amy Kamm, and Jen Lurie and said that it was an honor to work with such dedicated and knowledgeable individuals, as it was not easy to educate and monitor such groups. The purpose of the report was to share how much money was raised during the 2016-2017 school year. Anna Connell thanked the Board and the amazing parents who volunteer on behalf of the District. She also thanked Dr. Kissinger, Dr. Paramo, and the Burbank Business Partners specially Michael Cusumano and Warner Bros. for their guidance and support. Ms. Connell reported that eight 501(c)(3) nonprofit boosters were operational in 2016-2017. The BSA was created in 2003 to provide tax-exempt umbrella for boosters. In February 2014 a taskforce was formed to bring BSBA and its affiliated boosters into compliance. Jen Lurie reported that the booster groups raised approximately \$3.5 million to assist with current District programs and most donations and funds raised came from parents, family members, and the Burbank community. She reviewed the budget by District-wide, expenses and income, by site, by programs, by elementary, middle and high school, it was important to note that booster excess funds were to be donated to the District, as boosters were not allowed to pay employees or assume any liability. Ms. Kamm then reviewed the fund raised by boosters, with BSBA raising over \$1,600,000. She said that the fund-raising efforts was due to the dedication of parents, families, and community to support the programs that students participate in.

Member Tabet thanked the presenters for their thorough report as it was important to highlight the costs for programs offered by the District. She noted that other fund-raising groups such as ASB who were not fundraising under the BSBA umbrella needed to be highlighted also and asked that a report regarding ASB accounts be presented to the Board as soon as possible, as she wondered how other school-connected organizations are spending their funds.

Clerk Frintner thanked the group and John Paramo for their work to get the boosters in compliance. He agreed with Member Tabet that it was important to see where the dollars are being spent. He also noted that the Burbank Arts for All Foundation, the Burbank Educational Foundation, and the PTA were not included in the report. He was interested in knowing how much funding was raised by these groups.

Member Tabet said that the issue of compliance and making sure that Education Code and guidelines are followed was a concern and would like to expand and provide more training to include BSBA, ASB, administrators, coaches, teachers and advisors. Ms. Lurie clarified a misconception regarding ASB funds going directly to the schools trust account and not the student store and agreed that additional training was necessary for any and all groups fundraising for the District.

Member Ferguson agreed that the training should also include ASB and the trust accounts. He asked for a breakdown by school site to be able to see the distribution of the funds. He also asked that the District

post monthly the amount in all trust accounts for transparency. He asked about the expenses labeled as others. Ms. Lurie explained that those were expenses to pay for expense such as a tax accountant, legal counsel and other legal advisor, government filling fees, and some other minimal fees.

Ms. Connell said that the donations were different each year and that the District should be transparent as the numbers may drastically change and to explain to parents and teachers that the program may not be sustainable year-to-year. The function of the Booster Club was a collaboration with school staff to know which program is getting funded and where the funding is being allocated and if one particular year the boosters are not able to fund a gold, silver, or bronze program then decisions need to take place at each site. Member Frintner agreed that the parents need to understand the funding levels for certain programs and stability.

Member Ferguson also asked that the changes in Board Policy come back to the Board for approval. Member Tabet reported that Board Policy has been reviewed and that it was at its final stages and would be presented to the Board separately.

President Reynolds thanked the BSBA for their efforts and for the thorough report as their work was priceless.

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

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

Policy Updates_Dec 2017_1st Read_051718.pdf (O.F. #26,660)

Superintendent Hill reported that this was the first reading. Most of the updates were tied to new State laws and highlighted the process. The committee looks at the existing and new policy and the changes are highlighted in red because it is our Board Policy not CSBA's policy.

President Reynolds requested that the current District process be reversed to redline the current Board Policy (original policy) instead of CSBA's new policy. Superintendent Hill will look into the process to see if we are able to reverse the current process.

11.d Report on Facilities and Technology Projects

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

Facilities and Technology R3 PP 051718 .pdf (O.F. #26,661)

David Jaynes used a PowerPoint to report on current Facilities and Technology projects by location, project, contractor, and the contract amount.

12. PUBLIC HEARING

12.a Public Hearing Regarding Request to Rename the Monterey High School Infant Room in Honor of Former Teacher, Counselor, Assistant Principal, and Principal Joe Dilibert

The Board of Education conducted a public hearing to allow public comment regarding a request to rename the Monterey High School Infant Room in honor of former teacher, counselor, assistant principal, and principal Joe Dilibert.

The Public Hearing opened at 7:34 p.m.

Retired teacher and counselor Mike Feix commented in support of renaming the Monterey High School Infant Room in honor of Joe Dilibert. He provided background information regarding Mr. Dilibert's contributions to the District and his accomplishments. He was a compassionate and a leader and was instrumental in establishing Monterey High School and securing the first grant for the Infant Center. Mr. Dilibert laid the foundation for the two programs offered at Monterey High School and encouraged the Board to rename the Infant Room in his honor.

Larry Appleblum, Former Board of Education Member, came forward to say that Mr. Dilibert was instrumental in his personal life. He was compassionate and a leader and agreed that the Infant Room at Monterey HS be renamed to honor Mr. Dilibert's legacy.

The Public Hearing closed at 7:44 p.m.

13. NEW AND/OR UNFINISHED BUSINESS

13.a Board Action on Naming Request to Rename the Monterey High School Infant Room in Honor of Former Teacher, Counselor, Assistant Principal, and Principal Joe Dilibert

That the Board of Education approve the naming request to rename the Monterey High School Infant Room in honor of former teacher, counselor, assistant principal, and principal Joe Dilibert, in accordance with Board Policy 7310: Facilities – Naming a Facility.

Member Tabet reported that she and Clerk Frintner had been appointed to the Committee, which included Anita Schackmann gathered background information, met with current and former staff to learn about his accomplishment in the District. The Infant Room was an important factor to renaming the room in his honor.

Member Ferguson was supportive of the decision; however, he requested that Board Policy be reviewed and brought back to the Board for review and approval. He noted that this was a special circumstance, as Mr. Dilibert was not doing well. Ms. Tabet agreed that the Policy will be reviewed sooner than later.

It was moved by Charlene Tabet, and seconded by Steve Frintner, that the Board of Education approve the item ***with the condition that this is the last time a renaming of a facility will take place before the Board Policy is reviewed and approved by the Board.*** The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Aghakhanian, Frintner, Tabet, and Ferguson.

President Reynolds moved to 9a.

13.b Adoption of Resolution 34 in Support of Pride Month, June, 2018

That the Board of Education adopt Resolution 34 in Support of Pride Month, June, 2018, as presented.

Resolution 34 LGBTQ.pdf (O.F. #26,662)

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

13.c Approval of 2018-2019 Budget Calendar

That the Board of Education approve the budget calendar for the 2018-2019 fiscal year, as presented.

Budget Calendar 2018-19.pdf (O.F. #26,663)

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

13.d Approval of Amended K-12 Instructional Calendar for 2018-2019

That the Board of Education approve the amended K-12 Instructional Calendar for 2018-2019, as presented.

Instructional Calendar Amendment - 18-19.pdf (O.F. #26,664)

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

13.e Adoption of Resolution 35 for the Elimination or Reduction of Services for Classified Positions

That the Board of Education adopt Resolution 35 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 35 - Reduction in Force.pdf (O.F. #26,666)

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

13.f Approval of Board Representation on District and Community Committees / Groups for 2018-2019

That the Board of Education determine and approve the list of Board Representation on Committees / Groups for 2018-2019, as presented.

Board Representation on Committees_Report_051718.pdf (O.F. #26,667)

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

13.g 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_051718.pdf (O.F. #26,668)

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

14. CONSENT AGENDA

It was moved by Armond Aghakhanian, and seconded by Steve Frintner, that the Board of Education approve the item 14a through 14bd, as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Aghakhanian, Frintner, Tabet, and Ferguson.

14.a Action on Student readmittance

The Board of Education took action in public session on the readmit recommendations by the Transfer Review Committee for the following student(s): 96007285, 960013748, 960021814, 960027015, 960019295, and 96003454, as presented in Confidential Exhibit 3e.

Confidential Exhibit (O.F. #26,657)

14.b Approval of Action on Final Settlement Agreement (Special Education)

That the Board of Education, approve the Final Settlement Agreement between the Burbank Unified School District and Special Education student 960013740, not to exceed \$17,500 (01.0-65000.0-50010-21000-5820-7440000), effective June 18, 2018 through June 30, 2019, and that authority to sign the Agreements be exercised pursuant to BUSD-AR 3314, as presented.

Settlement Agreement 960013740.pdf Confidential Exhibit (O.F. #26,658)

14.c Amended Action on Final Settlement Agreement

That the Board of Education, amend the Final Settlement Agreement between the Burbank Unified School District and Special Education student 960006246, not to exceed \$5,000 (01.0-65000.0-50010-21000-5820-7440000), effective March 4, 2016 through July 31, 2016, and that authority to sign the Agreements be exercised pursuant to BUSD-AR 3314, as presented. Note: The amendment corrects the effective dates on this settlement agreement. This item was submitted to the board on March 3, 2016. The new effective dates will be from March 6, 2016 through June 30, 2018.

Settlement Agreement 960006246.pdf (O.F. #26,669)

14.d Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of April 19, 2018, as presented.

Minutes.04.19.18.pdf (O.F. #26,670)

14.e Approval of Personnel Report Number 17-18-18

That the Board of Education approve Personnel Report number 17-18-18, covering Certificated and Classified personnel, and consisting of Pages 1 to 12 inclusive, as presented.

Personnel Report.pdf (O.F. #26,671)

14.f 2017-2018 Purchase Order Report

That the Board of Education approve Purchase Orders for 2017-2018 as listed through April 23, 2018, as presented.

2017-2018 Purchase Order Report.pdf (O.F. #26,672)

14.g Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of \$1,092,377.10 and commercial warrants in the total amount of \$2,293,914.39 as presented.

Warrants.pdf (O.F. #26,673)

14.h Approval of Instructional Consultant Services

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

Consultant Report 5.17.18.pdf (O.F. #26,674)

14.i Approval of Participating Partnership Agreement with City of Burbank for Animal Care Course

That the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and the City of Burbank, effective August 21, 2018 through August 20, 2019, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Animal Care Partnership Agmt with Agmt.pdf (O.F. #26,675)

14.j Approval of Agreement with Leader Services (Special Education)

That the Board of Education approve the agreement between the Burbank Unified School District and Leader Services, to provide Medi-Cal Local Education Agencies (LEA) billing options services for the 2018-2021 fiscal year(s), with the understanding that it will automatically renew for an additional period of thirty-six (36) months up to a maximum of five years as authorized by Education Code Section 17596 unless the District or Leader Services provides written notice of cancellation ninety (90) days prior to the renewal date, not to exceed \$25,000 (\$16,666.67 Special Ed 01.0-56400.0-50010-27000-5850-7448000 and \$8,333.33 Student Services 01.0-56400.0-50000-27000-5850-7728000), effective July 1, 2018 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented.

Leader Services Board Report.pdf (O.F. #26,676)

14.k Approval for Professional Services (Special Education)

That the Board of Education ratify the agreement between the Burbank Unified School District and Dr. Al Melaragno to provide authorized signatures for Occupational Therapy medical logs, as authorized by Education Code Section 17596, effective July 1, 2018 through June 30, 2019, not to exceed \$525 (01.0-56400.0-57500-31400-5850- 7448000), and that authority to sign the agreement be exercised pursuant to BUSD -AR 3314, as presented.

AL Melaragno Consultant.pdf (O.F. #26,677)

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

That the Board of Education ratify an agreement between the Burbank Unified School District and Kezia Gopaul-Knights, to provide an Independent Educational Evaluation for a Psychological Education Evaluation and attend an IEP meeting for Special

Education student 960024324, not to exceed \$2,075 (01.0-65000.0-57700-11900-5850-7440000), effective May 1, 2018 through June 30, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

IEE9600024324.pdf (O.F. #26,678)

14.m Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Carlos A. Flores, to provide an Independent Educational Evaluation for a Psychological Education Evaluation and attend an IEP meeting for Special Education student 960007666, not to exceed \$5,000 (01.0-65000.0-57700-11900-5850-7440000), effective May 18, 2018 through December 20, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

IEE960007666.pdf (O.F. #26,679)

14.n Amended Consultant Services Agreements (Special Education)

That the Board of Education, approve the consultant agreements as listed, to provide Special Education services in translating, interpreting, and transportation, not to exceed \$665,200 (01.0-650000.0-57500-31401-5850-7440000), (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2017 through June 30, 2018, and that authority to sign the services agreements be exercised pursuant to BUSD-AR 3314, as presented. Note: This amendment adds \$20,000 to the original contract for Language Resources of America, to provide interpreter/translator services. The original contract was \$60,000; this amendment adds \$20,000; the new amount will be \$80,000. Also, the amendment adds \$3,700 to the West Shield Adolescent Services for a new amount of \$21,700.

SPED Consultant.pdf (O.F. #26,680)

14.o Authorization of Signatures

That the Board of Education approve the authorization of signatures, for the period of May 17, 2018 through May 17, 2019, as presented.

Authorization of Signatures 5-17-18.pdf (O.F. #26,681)

14.p Approval of Agreement for Professional Services with Digital Schools

That the Board of Education approve the agreement between Burbank Unified School District and Digital Schools of California, LLC, effective July 1, 2018 through June 30, 2019, not to exceed \$4,000, for the "Read Only" program (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Digital Schools Read Only Agmt.pdf (O.F. #26,682)

14.q Approval of Internship Agreement- National University

That the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and National University to provide educational internship, effective May 18, 2018 and until either party gives 30 days' notice of its intent to terminate this agreement, and that authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement - National University.pdf (O.F. #26,683)

- 14.r Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), George Washington Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at George Washington Elementary School (21.0-00000.0-93000-85000-4450/6249-2160000), PO 18001190, not to exceed \$84,406.39 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Washington_051718.pdf (O.F. #26,684)

- 14.s Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), District Service Center (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at the District Service Center (21.0-00000.0-93000-85000-4450/6249-7730000), PO 18001192, not to exceed \$16,901.20 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_DSC_051718.pdf (O.F. #26,685)

- 14.t Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Joaquin Miller Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Joaquin Miller Elementary School (21.0-00000.0-93000-85000-4450/6249-2100000), PO 18001194, not to exceed \$103,029.16 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Miller_051718.pdf (O.F. #26,686)

- 14.u Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), David Starr Jordan Middle School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at David Starr Jordan Middle School (21.0-00000.0-93000-85000-4450/6249-5080000), PO 18000076, not to exceed \$136,815.50 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Jordan_051718.pdf (O.F. #26,687)

- 14.v Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Robert Louis Stevenson Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Robert Louis Stevenson Elementary School (21.0-00000.0-93000-85000-4450/6249-2150000), PO 18000077, not to exceed \$81,776.64 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Stevenson_051718.pdf (O.F. #26,688)

- 14.w Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Providencia Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Providencia Elementary School (21.0-00000.0-93000-85000-4450/6249-2130000), PO 18000078, not to exceed \$64,101.05 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Providencia_051718.pdf (O.F. #26,689)

- 14.x Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Walt Disney Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Walt Disney Elementary School (21.0-00000.0-93000-85000-4450/6249-2010000), PO 18000080, not to exceed \$73,661.12 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Disney_051718.pdf (O.F. #26,690)

- 14.y Acceptance of Notice of Completion, Bid 1314-050, Projector Screen Relocation Project, Quintron Systems, Inc., John Muir Middle School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1314-050 E-Rate 2014 Technology, Infrastructure, Network, Wireless and Cabling Unit Price Bidding for Public Works for the Projector Screen Relocation project by Quintron Systems, Inc., at John Muir Middle School (21.0-00000.0-93001-85000-4450/6249/6450-3220000), PO 16000186, not to exceed \$2,375.10 (Bond Fund), as presented.

NOC_Quintron_Projector Screen Relocation_Muir_051718.pdf (O.F. #26,691)

- 14.z Acceptance of Notice of Completion, Bid 1314-050, Voice Amplification and Electrical Project, Quintron Systems, Inc., John Muir Middle School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1314-050 E-Rate 2014 Technology, Infrastructure, Network, Wireless and Cabling Unit Price Bidding for Public Works for the Voice Amplification and Electrical project by Quintron Systems, Inc., at John Muir Middle School (21.0-00000.0-93001-85000-4450/6249/6450-3220000), PO 17000069, not to exceed \$98,589.14 (Bond Fund), as presented.

NOC_Quintron_Voice Amplification_Muir_051718.pdf (O.F. #26,692)

- 14.aa Acceptance of Notice of Completion, Bid 1314-050, Voice Amplification and Electrical Project, Quintron Systems, Inc., Burbank High School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1314-050 E-Rate 2014 Technology, Infrastructure, Network, Wireless and Cabling Unit Price Bidding for Public Works for the Voice Amplification and Electrical project by Quintron Systems, Inc., at Burbank High School (21.0-00000.0-93001-85000-4450/6249/6450-4310000), PO 17000070, not to exceed \$154,643.34 (Bond Fund), as presented.

NOC_Quintron_Voice Amplification_BHS_051718.pdf (O.F. #26,693)

- 14.ab Acceptance of Notice of Completion, Bid 1314-050, 21st Century Classroom Equipment in New Portable Classrooms Project, Quintron Systems, Inc., Providencia Elementary School (Growth Fund)

That the Board of Education accept the following project as completed: Bid 1314-050 E-Rate 2014 Technology, Infrastructure, Network, Wireless and Cabling Unit Price Bidding for Public Works for the 21st Century Classroom Equipment in New Portable Classrooms project by Quintron Systems, Inc., at Providencia Elementary School (25.0-00000.0-93001-85000-4450/6249-2130000), PO 18001790, not to exceed \$8,366.95 (Growth Fund), as presented.

NOC_Quintron_21st Century Classroom Equipment_Providencia_051718.pdf (O.F. #26,694)

- 14.ac Acceptance of Notice of Completion, Bid 1314-050, Bogen Override and Additional Network Cabling Project, Quintron Systems, Inc., John Burroughs High School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1314-050 E-Rate 2014 Technology, Infrastructure, Network, Wireless and Cabling Unit Price Bidding for Public Works for the Bogen Override and Additional Cabling project by Quintron Systems, Inc., at John Burroughs High School (21.0-00000.0-93000/93001-85000-4450/6249-4320000), PO 18001344, not to exceed \$87,515.80 (Bond Fund), as presented.

NOC_Quintron_Bogen Override Network Cabling_BHS_051718.pdf (O.F. #26,695)

- 14.ad Acceptance of Notice of Completion, Bid 1314-050, Network Infrastructure and 21st Century Project, Quintron Systems, Inc., John Burroughs High School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1314-050 E-Rate 2014 Technology, Infrastructure, Network, Wireless and Cabling Unit Price Bidding for Public Works for the Network Infrastructure and 21st Century project by Quintron Systems, Inc., at John Burroughs High School (21.0-00000.0-93000/93001-85000-4450/6249/6450-4320000), PO 18001180, not to exceed \$1,721,895.43 (Bond Fund), as presented.

NOC_Quintron_Network 21st Century_JBHS_051718.pdf (O.F. #26,696)

- 14.ae Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), William McKinley Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at William McKinley Elementary School (21.0-00000.0-93000-85000-4450/6249-2090000), PO 18000079, not to exceed \$77,714.44 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_McKinley_051718.pdf (O.F. #26,697)

- 14.af Acceptance of Notice of Completion, GGG Demolition, Phase II, Bid 1617-051, Bid Package No. 1, Bungalow 30, Demolition and Abatement, Thomas Jefferson Elementary School Modular Classrooms (Bond Fund)

That the Board of Education accept a notice of completion, GGG Demolition, Phase II, Bid 1617-051, Bid Package No. 1, Bungalow 30, Demolition and Abatement, Thomas Jefferson Elementary School Modular Classrooms, not to exceed \$29,946.15 Requisition 0003218 (21.0-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

NOC_GGG Demo_ Bungalow 30_ Jefferson.pdf (O.F. #26,698)

- 14.ag Acceptance of Notice of Completion, Kya Services, Wiseburn School District Piggyback Contract No. 1, Flooring Installation, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

That the Board of Education accept a notice of completion, Kya Services, Wiseburn School District Piggyback Contract No. 1, Flooring Installation, Robert Louis Stevenson Elementary School After School Village, not to exceed \$67,830.09 PO 18002901 (21.0-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

NOC_ Kya Services_ Stevenson Village.pdf (O.F. #26,699)

- 14.ah Acceptance of Notice of Completion, Playpower, LT Farmington Inc., National Joint Power Alliance (NJPA) Piggyback Contract 022113-LTS, Theodore Roosevelt Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Playpower, LT Farmington Inc., National Joint Power Alliance (NJPA) Piggyback Contract 022113-LTS, Theodore Roosevelt Elementary School, not to exceed \$119,772.02 PO 17002811 (21.0-00000-0-91006-85000-6410-241-0000) Bond Fund, as presented.

NOC_Playpower_ Roosevelt.pdf (O.F. #26,700)

- 14.ai Acceptance of Notice of Completion, Playpower, LT Farmington Inc., National Joint Power Alliance (NJPA) Piggyback Contract 022113-LTS, Ralph Waldo Emerson Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Playpower, LT Farmington Inc., National Joint Power Alliance (NJPA) Piggyback Contract 022113-LTS, Ralph Waldo Emerson Elementary School, not to exceed \$71,142.53 PO 17002308 (21.0-00000-0-91008-85000-6410-203-0000) Bond Fund, as presented.

NOC_Playpower_ Emerson .pdf (O.F. #26,701)

- 14.aj Acceptance of Notice of Completion, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Existing Buildings, Robert Louis Stevenson Elementary (Bond Fund)

That the Board of Education accept a notice of completion, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Existing Buildings, Robert Louis Stevenson Elementary School, not to exceed \$668,698.84 PO 18002378 Bond Fund, as presented as follows: Robert Louis Stevenson, \$492,000.84 (21.0-00000-91011-6230-85000-215-0000) Facilities Bond Fund, and \$176,698 (21.0-00000-93000-6249-85000-215-0000) Technology Bond Fund

NOC_ Intercom Clock & Signal_Stevenson Existing.pdf (O.F. #26,702)

- 14.ak Acceptance of Notice of Completion, Universal Asphalt, Bid 1314-032, 2013 Asphalt Unit Price Bidding for Public Works Contracts, Relocatable Classroom, Walt Disney Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Universal Asphalt, Bid 1314-032, 2013 Asphalt Unit Price Bidding for Public Works Contracts, Relocatable Classroom, Walt Disney Elementary School, not to exceed \$8,460 Requisition 0003353 (21.0-00000-0-91008-85000-6170-201-0000) Bond Fund, as presented.

NOC_Universal Asphalt_ Relocatable_ Disney.pdf (O.F. #26,703)

- 14.al Acceptance of Notice of Completion, M. Wilson, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package 3, Construction, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

That the Board of Education accept a notice of completion, M. Wilson, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package 3, Construction, Robert Louis Stevenson Elementary School After School Village, not to exceed \$41,804.85 Requisition 0003087 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

NOC_ M. Wilson_ Stevenson Village.pdf (O.F. #26,704)

- 14.am Acceptance of Notice of Completion, Best Contracting, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package No. 4, Roofing and Sheet Metal, Robert Louis Stevenson Elementary School Modular Classrooms (Bond Fund)

That the Board of Education accept a notice of completion, Best Contracting, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package No. 4, Roofing and Sheet Metal, Robert Louis Stevenson Elementary School Modular Classrooms, not to exceed \$292,457.50 PO 18001388 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

NOC_ Best Contracting_ Stevenson _Modular.pdf (O.F. #26,705)

- 14.an Acceptance of Notice of Completion, Sunbelt Controls, Bid 1617-048 2017 Energy Management System (EMS) Unit Price Bid for Public Works Contracts, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

That the Board of Education accept a notice of completion, Sunbelt Controls, Bid 1617-048 2017 Energy Management System (EMS) Unit Price Bid for Public Works Contracts, Robert Louis Stevenson Elementary School After School Village, not to exceed \$16,812 PO 18003809 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

NOC_ Sunbelt_ Stevenson Village.pdf (O.F. #26,706)

- 14.ao Acceptance of Notice of Completion, Sunbelt Controls, Bid 1617-048 2017 Energy Management System (EMS) Unit Price Bid for Public Works Contracts, Robert Louis Stevenson Elementary School Modular Classrooms (Bond Fund)

That the Board of Education accept a notice of completion, Sunbelt Controls, Bid 1617-048 2017 Energy Management System (EMS) Unit Price Bid for Public Works Contracts, Robert Louis Stevenson Elementary School Modular Classrooms, not to exceed \$124,017.85 PO 18002052 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

NOC_ Sunbelt_ Stevenson _Modular.pdf (O.F. #26,707)

- 14.ap Acceptance of Notice of Completion, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit,

Data, Phone Infrastructure Installation, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

That the Board of Education accept a notice of completion, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Phone Infrastructure Installation, Robert Louis Stevenson Elementary School After School Village, not to exceed \$265,531.47 PO 18002446 (21.0-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

NOC_ Intercom Clock & Signal_Stevenson Village.pdf (O.F. #26,708)

- 14.aq Acceptance of Notice of Completion, Circle City Electric, Phase I, Bid Package 1617-08, Electric, Low Voltage and Fire Alarm, Ralph Waldo Emerson, Theodore Roosevelt, and George Washington Elementary Schools Modular Classrooms (Bond Fund)

That the Board of Education accept a notice of completion, Circle City Electric, Phase I, Bid Package 1617-08, Electric, Low Voltage and Fire Alarm, Ralph Waldo Emerson, Theodore Roosevelt, and George Washington Elementary Schools Modular Classrooms, not to exceed \$680,493 Various Purchase Orders ,Bond Fund, as presented as follows: Ralph Waldo Emerson, \$179,107 PO 17001533 (21.0-00000-0-91008-85000-6230-203-0000) Bond Fund; Theodore Roosevelt, \$208,847 PO 17001534 (21.0-00000-0-91008-85000-6230-214-0000) Bond Fund; George Washington, \$292,539 PO 17001532 (21.0-00000-0-91008-85000-6230-216-0000) Bond Fund

NOC_ Circle City_ Phase I_ Emerson, Roosevelt, Washington.pdf (O.F. #26,709)

- 14.ar Acceptance of Notice of Completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Pedestrian Gate, Theodore Roosevelt Elementary School (Routine Restricted Maintenance Fund)

That the Board of Education accept a notice of completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Pedestrian Gate, Theodore Roosevelt Elementary School, not to exceed \$14,793.60 PO 18003825 (010-81500-0-0000-85000-6170-752-3100) Routine Restricted Maintenance Fund, as presented.

NOC_ Pilgrim Fence_ Pedestrian Gate_ Roosevelt.pdf (O.F. #26,710)

- 14.as Approval of Award of Contract, Bid 1718-080, Chalmers Construction Services, Maintenance Improvements, Building No. 23, Bret Harte Elementary School (Bond Fund)

That the Board of Education approve an award of contract between Burbank Unified School District and Chalmers Construction Services, Bid 1718-080, Maintenance Improvements, Building No. 23, Bret Harte Elementary School, effective May 18, 2018 through May 18, 2019, not to exceed \$238,000 (21.3-00000-0-91008-85000-6230-205-000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Chalmers_ Building No. 23_ Bret Harte.pdf (O.F. #26,711)

- 14.at Approval of Award of Contract, Kya Services, Wiseburn School District Piggyback Contract No. 1, Maintenance Improvements, Flooring Installation, Building No. 23, Bret Harte Elementary School (Bond Fund)

That the Board of Education approve an award of contract, Kya Services, Wiseburn School District Piggyback Contract No. 1, Maintenance Improvements, Flooring Installation, Building No. 23, Bret Harte Elementary School, effective May 18, 2018

through May 18, 2019, not to exceed \$22,546.92, (21.3-0-00000-91008-85000-6230-205-0000) Bond Fund, as presented.

AOC_ Kya Services_ Building 23_ Harte.pdf (O.F. #26,712)

- 14.au Approval of Award of Contract, Kya Services, Wiseburn School District Piggyback Contract No. 1, Modular Classrooms, William McKinley Elementary School (Bond Fund)

That the Board of Education approve an award of contract, Kya Services, Wiseburn School District Piggyback Contract No. 1, Modular Classrooms, William McKinley Elementary School, effective May 18, 2018 through May 18, 2019, not to exceed \$111,294.52 (21.0-0-00000-91008-85000-6230-205-0000) Bond Fund, as presented.

AOC_ Kya Services_ Modulares_ McKinley.pdf (O.F. #26,713)

- 14.av Approval of Award of Contract, Chalmers Construction Services, Bid 1718-083, Two Relocatable, Five Classrooms, One Restroom Building Site Work, Modular Classrooms, William McKinley Elementary School (Bond)

That the Board of Education approve an award a contract between Burbank Unified School District and Chalmers Construction Services, Bid 1718-0083, Two Relocatable, Five Classrooms, One Restroom Building Site Work, Modular Classrooms, William McKinley Elementary School Modular Classrooms, effective May 18, 2018 through May 18, 2019, not to exceed \$1,850,000 (21.3-00000-0-91008-85000-6230-209-000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Chalmers Construction_ Site work_ Modulares_ McKinley.pdf (O.F. #26,714)

- 14.aw Approval of Award of Contract, Pilgrim Fence, CUPCCAA Bid 1718-093, Boys Rest Room Screen Wall, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

That the Board of Education approve an award of contract, Pilgrim Fence, Rest Room Screen Wall, Robert Louis Stevenson Elementary School After School Village, effective May 18, 2018 through May 18, 2019, not to exceed \$10,375 (21.3-00000-0-91008-85000-6170-215-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Pilgrim Fence_ Boys RR_ Stevenson Village.pdf (O.F. #26,715)

- 14.ax Approval of Award of Contract, CUPCCAA Bid 1718-042, Economos Painting, for Exterior Painting, William McKinley and Providencia Elementary Schools (Deferred Maintenance)

That the Board of Education approve an award of contract between Burbank Unified School District and Economos Painting using CUPCCAA Bid 1718-042 for Exterior Painting at William McKinley and Providencia Elementary Schools, effective May 18, 2018 through May 17, 2019, not to exceed \$57,000 (14.0-00000-0-00000-85000-6250-213-0000) Deferred Maintenance, and not to exceed \$59,000 (14.0-00000-0-00000-85000-6250-209-0000) Deferred Maintenance, as presented.

AOC_Economos_Mckinley&Prov_Deferred Maint..pdf (O.F. #26,716)

- 14.ay Approval of Award of Contract with Quintrion Systems, Inc., for a 21st Century Auditorium System at John Muir Middle School (Site Funds)

That the Board of Education award a construction contract to Quintron Systems, Inc. from Bid 1314-050, E-Rate Technology Infrastructure, Network, Wireless and Cabling Unit Price Bid for the 21st Century Auditorium System project, at John Muir Middle School, not to exceed \$31,955.28, including a 10% contingency amount (01.0-30100.0-11100-10000-4310/4410/4450/6249-3229000) (Site Funds), effective May 18, 2018 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AOC_Quintron_21st Century Auditorium Systems_MUIR_051718.pdf (O.F. #26,717)

- 14.az Approval of Award of Contract with Quintron Systems, Inc. for Security Camera Network Infrastructure Upgrades at Burbank High School (One-Time Funds)

That the Board of Education award a construction contract to Quintron Systems, Inc. from Bid 1314-050, E-Rate Technology Infrastructure, Network, Wireless and Cabling Unit Price Bid for the Security Camera Network Infrastructure Upgrades at Burbank High School, not to exceed \$51,506.73, including a 10% contingency amount (01.0-00010.0-00000-85000-4450/6249-7400036; 01.0-00010.0-00000-85000-4450/6249-7730048) (One-Time Funds), effective May 18, 2018 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AOC_Quintron_Security Camera Network Infrastructure_BHS_051718.pdf (O.F. #26,718)

- 14.ba Approval of Extension of Annual Energy Management System Bid 1617-048 2017 Energy Management System (EMS) Unit Price Bid for Public Works Contracts, Sunbelt Controls, Various Sites (Various Funds)

That the Board of Education approve the Extension of the Annual Energy Management System Bid 1617-048 2017 Energy Management System (EMS) Unit Price Bid for Public Works Contracts, Sunbelt Controls, based on the results of Bid 1617-048 2017 EMS Unit Price Bidding for Public Works Contracts, as presented.

Extension_ EMS Unit Price Bid_ Sunbelt_ Various.pdf (O.F. #26,719)

- 14.bb Ratification of Deductive Change Order No. 3, M. Wilson, Phase II, Bid 1617-05, Bid Package No. 3, General Construction, George Washington Elementary School Modular Classrooms (Bond Fund)

That the Board of Education ratify deductive Change Order No. 3, between Burbank Unified School District and M. Wilson, effective April 30, 2018 through April 30, 2019, not to exceed (\$9,999) PO 17002188 (210-00000-0-91008-85000-6230-216-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratification_ Deductive CO No. 3 _M. Wilson_ Washington.pdf (O.F. #26,720)

- 14.bc Ratification of Deductive Change Order No. 1, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Relocatable Classroom, Providencia Elementary (Bond Fund)

That the Board of Education ratify deductive change order No. 1 between Burbank Unified School District and Intercom Clock and Signal Service Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contracts, for deleting the installation of inverters, effective April 20, 2018 through April 20, 2019, not to exceed (\$19,076.16) PO 18002094, Providencia Elementary School, Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows: (\$14,030.72)

(21.0-00000-91008-6230-85000-213-0000) Facilities Bond Fund; (\$5,045.44) (21.0-00000-xxxx-6249-85000-213-0000) Technology Bond Fund

Ratification_ Deductive CO No. 1_ Intercom Clock & Signal_ Providencia.pdf (O.F. #26,721)

- 14.bd Ratification of Additive Change Order No. 1, Elite Modulares, Purchase of One Relocatable Rest Room, Additional Bonding Costs, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

That the Board of Education ratify additive change order No. 1 between Burbank Unified School District, Elite Modulares, for the cost of bonding not included in the original proposal, Robert Louis Stevenson Elementary School After School Village, effective May 7, 2018 through May 8, 2019, not to exceed \$5,969 PO 18002094, (210-00000-0-91008-85000-6230-215-0000 (Bond Fund) and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratification_Additive CO # 1, Elite Modulares_ Stevenson.pdf (O.F. #26,722)

15. REQUESTS TO ADDRESS THE BOARD

15.a Public Communications

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

15.b Staff Responses

15.c Board Members' Comments and Responses

16. RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

President Reynolds acknowledged the retirements of District teachers Richard Fischetto, Burbank Adult School; Cindy Sullivan, Providencia Elementary School; Bonnie Burrow, John Burroughs High School; Cecil Garrison; John Burroughs High School; and Office Manager Susan Hom, Jefferson Elementary School and thanked them for their years of service to the District.

The meeting was adjourned at 11:10 p.m.

MINUTES APPROVED:

MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/7/2018

DATE

STEVE FRINTNER, CLERK

TO: Board of Education / Superintendent

Consent 6/7/2018

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

SUBJECT: Certificated Personnel - Report Number 17 - 18 - 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.

<u>RETIRING</u>	<u>ASSIGNMENT</u>	<u>APPROPRIATION NUMBER</u>	<u>PCT</u>	<u>RATE OF PAY</u>	<u>REMARKS</u>	<u>EFFECTIVE DATE</u> <u>ENDING DATE</u>
HAROLAN, NUNUSH Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:24 STP: \$1304	Began Service 8/25/2003	6/1/2018
ROBINSON-CALUYA, JUDITH Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:24 STP: \$1304	Began Service 2/2/1981	6/1/2018
RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
VAN LOHN, JULIE John Muir Middle School	Middle School Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100		Began Service 9/26/2013	7/31/2018
JAEGGI, SANDRO Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	STP: \$1304	Began service 8/18/2016	6/1/2018
ELECTION: PERMANENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MEGLEMRE, JENNIFER Jordan Middle School	Middle School Principal Middle School Principal - FTE:100%	01.0-00000.0-00000-27000-1312-3210000	100	RA:003 - ST:08 STP: \$1304		7/1/2018
ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
FUENTES, FRANK Community Day School	Alternative Ed Admin ALTERNATIVE ED	01.0-02430.0-35500-27000-1313-5260000	100	RA:008 - ST:04 STP: \$1304		7/1/2018
CHUNG, LI-HSIANG Burroughs High School	Counselor Counselor - FTE:100%	01.0-00000.0-00000-31100-1211-4320000	100	RA:VI - ST:14 STP: \$1304		8/6/2018
DI PIAZZA, COURTNI Jordan Middle School	Teacher English - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:003 - ST:03		8/6/2018
FERRAT, PRISCILLA Jordan Middle School	Teacher Math - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:003 - ST:02		8/6/2018

CERTIFICATED PERSONNEL

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 CONSENT 6/7/2018

<u>LEAVE OF ABSENCE</u>	<u>ASSIGNMENT</u>	<u>APPROPRIATION NUMBER</u>	<u>PCT</u>	<u>RATE OF PAY</u>	<u>REMARKS</u>	<u>EFFECTIVE DATE</u> <u>ENDING DATE</u>
IRIGOYEN, ERIC Burbank High School	Special Ed Teacher Leave of Absence - FTE:100%	01.0-65000.0-57700-11200-1110-4310000	100	RA:004 - ST:16 STP: \$2608		5/7/2018 5/25/2018
THOMSON, DAVID Burbank High School	Teacher Leave of Absence - FTE:60%	01.0-00000.0-11100-10000-1110-4310000	60	RA:006 - ST:24 STP: \$1304	General Purpose LOA	8/6/2018 6/30/2019
LEE, LYDIA John Muir Middle School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:003 - ST:12	Parental/ Child Bonding	5/14/2018 5/25/2018
<u>ELECTION: ADULT SCHOOL SUB</u>	<u>ASSIGNMENT</u>	<u>APPROPRIATION NUMBER</u>	<u>PCT</u>	<u>RATE OF PAY</u>	<u>REMARKS</u>	<u>EFFECTIVE DATE</u> <u>ENDING DATE</u>
LEE, RANDI Adult School	Sub: Adult Sch Tchr	11.0-63910.0-41106-10000-1160-5330000	100			4/1/2018 5/25/2018
<u>ELECTION: LONG TERM SUBS</u>	<u>ASSIGNMENT</u>	<u>APPROPRIATION NUMBER</u>	<u>PCT</u>	<u>RATE OF PAY</u>	<u>REMARKS</u>	<u>EFFECTIVE DATE</u> <u>ENDING DATE</u>
NOLEN, NIKKI Burbank High School	Long Term Spec Ed Sub Tchr RSP English	01.0-65000.0-57700-11200-1160-4310000	100	Salary Rate: \$166.00		5/7/2018 5/25/2018
SEGAL, KATHRYN Washington Elementary School	Long Term Sub Teacher Second Grade	01.0-00000.0-11100-10000-1160-2160000	100	Salary Rate: \$270.84	Extend assignment	5/1/2018 5/25/2018

BURBANK UNIFIED SCHOOL DISTRICT
 Personnel Report No. 17-18-19
 June 7, 2018
 Certificated - Hourly

<u>Name</u>	<u>Program/Site</u>	<u>Task/Project</u>	<u>Type</u>	<u>Rate</u>	<u>Hour Cap</u>	<u>Applicable Payrolls</u>
Abdelmalak, Bushra	Instr. Services	Math Field Day	Hourly	\$44.19	1	May
Abdelmalak, Bushra	Muir	Summer Boot Camp	Hourly	\$44.19	55	June
Aboolian, Zoya	Child Dev.	Additional hours	Hourly	\$22.05	1.25	May
Abrams, Sarah	Instr. Services	Math Field Day	Hourly	\$44.19	1	May
Aghanian, Melina	Jefferson	Intervention teaching	Hourly	\$44.19	7	May
Anderson, Kimberley	Jefferson	Mentor Teacher payment	Stipend	\$150.00	1	May
Armes, Deborah	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Artonian, Angela	Child Dev.	Summer hours	Hourly	\$19.08	192	May - June
Auproux, Shari	Instr. Services	Support Provider Stipend	Stipend	\$927.00	1	May
Atherton, Debra	Instr. Services	Assessment Writing	Hourly	\$32.78	8	May
Austin, Susan	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
Bailey, Erin Kate	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Barnes, Dawn	Instr. Services	Math Planning	Hourly	\$32.78	6	May
Barnhart, Julie	Instr. Services	Intervention teaching	Hourly	\$44.19	13.5	May
Begoyan, Ripsime	Miller	Intervention planning	Hourly	\$32.78	6	May
Belevak, Shauna	Jefferson	Mentor Teacher payment	Stipend	\$150.00	1	May
Binda, Louis	JBHS	Add'l hours AP Exam	Daily	\$132.00	3	May
Blisten, Aimee	Instr. Services	Intervention planning	Hourly	\$32.78	1	May
Bonino, Gabriella	Spec Ed	Intervention teaching	Hourly	\$44.19	3.5	May
Bowne, Shelby	Stevenson	Intervention teaching	Hourly	\$44.19	20.5	May
Boyle, Kathryn	Instr. Services	Math Planning	Hourly	\$32.78	6	May
Boyle, Kathryn	Luther	After School Tutoring	Hourly	\$44.13	2	May
Brinton, Cristy	Luther	After School Tutoring	Hourly	\$44.13	2	May
Brinton, Cristy	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Brown, Alekses-Starr	Spec Ed	Algebra planning	Hourly	\$32.78	10	May
Burow, Janice	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Carino, Jeanne	Instr. Services	PBIS Meeting	Hourly	\$32.78	6	May
Carr, Lisa	Instr. Services	Intervention planning	Hourly	\$32.78	1	May
Carter, Karen	McKinley	Intervention planning	Hourly	\$32.78	2	April
Casper, Jennifer	Instr. Services	Professional Mentor	Stipend	\$464.00	1	January- May
Cena, Kelsey	JBHS	Add'l hours AP Exam	Daily	\$132.00	1	May

Chakerian, Lucy	Instr. Services	Support Provider Stipend	Stipend	\$185.00	1	May
Chakerian, Lucy	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
Chow, Armida	Adult	Additional hours	Hourly	\$45.20	4	May
Clarke, Kelli	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Collins, Alex	Roosevelt	Mentor Teacher payment	Stipend	\$150.00	1	May
Collins, Chandra	Washington	Intervention planning	Hourly	\$32.78	11	May
Collins, Pamela	JBHS	Mentor Teacher payment	Stipend	\$125.00	1	May
Colman, Nancy	Instr. Services	Math Planning	Hourly	\$32.78	6	May
Colvin-Marvin, Katherine	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Conway, Susan	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Cook, Jacob	JBHS	CIF Playoff Game	Stipend	\$185.00	2	May
Cooper, Rebecca	Instr. Services	NGSS Curriculum Planning	Hourly	\$32.78	12	May
Coyne, Marie	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Crain, Darlene	Instr. Services	Intervention planning	Hourly	\$32.78	1	May
Crystal, Lisa	Instr. Services	Support Provider Stipend	Stipend	\$927.00	1	May
Davidson, Britta	Instr. Services	Professional Mentor	Stipend	\$788.00	1	January- May
Davidson, Britta	Instr. Services	Professional Mentor	Stipend	\$556.00	1	January- May
De More, Christine	Instr. Services	Support Provider Stipend	Stipend	\$1298.00	1	May
Earwood, Jerry	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Eidem, Jennifer	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Eldridge, Erica	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Farmer, Deborah	Washington	Intervention planning	Hourly	\$32.78	11	May
Fischbach, Joshua	Instr. Services	Math Planning	Hourly	\$32.78	6	May
Fong, Roberta	Luther	After School Tutoring	Hourly	\$44.13	4	May
Fong, Roberta	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Fong, Roberta	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Fuhr, Amy	Instr. Services	Theater Arts Meeting	Hourly	\$32.78	1	May
Gaitan Robles, Sandy	JBHS	Add'l hours AP Exam	Daily	\$132.00	8	May
Gallego, Jennifer	Edison	Mentor Teacher payment	Stipend	\$150.00	1	May
Garfiaz, Jocelyn	Mann	Additional hours	Hourly	\$22.05	2	May
Gegen, Gretchen	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Gilpen, Matthew	Instr. Services	Intervention planning	Hourly	\$32.78	1	May
Gillett, Oakley	Inst. Services	Clear CTE Credential	Stipend	\$1545.00	1	May
Glover, Donovan	Instr. Services	PBIS Matrix Planning	Hourly	\$32.78	2	May
Goldberg, Michelle	Instr. Services	Professional Mentor	Stipend	\$556.00	1	January- May
Goldenberg, Jennifer	Instr. Services	Support Provider Stipend	Stipend	\$927.00	1	May
Griffith, Jennifer	Instr. Services	Support Provider Stipend	Stipend	\$927.00	1	May
Grimshaw, Dougals	BHS	CIF Playoff Game	Stipend	\$185.00	1	May
Guyer, David	Instr. Services	Clear Admin Credential	Stipend	\$1500.00	1	May
Hambro, Sheryl	Roosevelt	Chorus Stipend	Stipend	\$566.00	1	May

Hammel, Robert	BHS	Mentor Teacher payment	Stipend	\$84.00	1	May
Harney, Dina	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Hatch, Robin	Muir	Summer Boot Camp	Hourly	\$44.19	55	June
Henderson, Jeff	BHS	Physical Fitness Test	Hourly	\$32.78	5.5	May
Hibbard, Carrie	Child Dev.	Additional hours	Hourly	\$22.05	1.5	May
Hope, Thomas	JBHS	Addt'l hours AP Exam	Daily	\$132.00	2	May
House, Dorothy	Adult	Additional hours	Hourly	\$45.20	6	May
Hubbell, Steven	BHS	Addt'l hours as TOSA	Hourly	\$32.78	50	May- June
Huizar, Ellen	Muir	Summer Boot Camp	Hourly	\$44.19	55	June
Irigoyen, Eric	BHS	Class Coverage	Hourly	\$45.23	1	May
Jackson, Kirsten	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Jacob, Beth	Instr. Services	NGSS Curriculum Planning	Hourly	\$32.78	12	May
Jamison, Mozhddeh	Instr. Services	Assessment Writing for Science	Hourly	\$32.78	2	May
Jamison, Mozhddeh	Instr. Services	Math Planning	Hourly	\$32.78	6	May
Jaroslow, Lori	Providencia	Intervention teaching	Hourly	\$44.19	3.33	May
Junkrmeier, Joshua	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
Keeler, Fred	Jordan	Mentor Teacher payment	Stipend	\$42.00	1	May
Kim, Terry	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
King, Denise	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Kling, Sarah	Edison	Intervention planning	Hourly	\$32.78	2	May
Kovner, Danielle	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
Kubler, Laura	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
Kubler, Laura	Instr. Services	Intervention planning	Hourly	\$32.78	1	May
Lambert, Julie	Washington	Intervention planning	Hourly	\$32.78	11	May
Lemons, Julie	Child Dev.	Summer hours	Hourly	\$20.02	192	May - June
Lightfoot, Richard	Inst. Services	Clear CTE Credential	Stipend	\$1545.00	1	May
Lorenz, Linda	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Lubos, Conchita	Instr. Services	Intervention planning	Hourly	\$32.78	1	May
Ludwick, Brian	Instr. Services	Math Planning	Hourly	\$32.78	6	May
Ludwick, Brian	Instr. Services	PBIS Meeting	Hourly	\$32.78	6	May
Lukic, Aleksia	Instr. Services	Intervention planning	Hourly	\$32.78	20	May
Macias, Sara	Child Dev.	Summer hours	Hourly	\$20.02	96	May - June
Mac Neill, Michelle	Washington	Intervention planning	Hourly	\$32.78	11	May
Madera, Cynthia	Instr. Services	Support Provider Stipend	Stipend	\$1298.00	1	May
Marinelli, Jean	Harte	Intervention teaching	Hourly	\$44.19	10	May
Marshall, Elaine	Child Dev.	Summer hours	Hourly	\$22.55	72	May - June
Marshall, Elaine	Child Dev.	Summer hours	Hourly	\$22.55	168	May - June
Martin, Nancy	Instr. Services	Middle School Assessment	Hourly	\$32.78	2.5	May
McAllister, William	Instr. Services	Intervention planning	Hourly	\$32.78	1.5	May
McBratney, Michelle	McKinley	Intervention planning	Hourly	\$32.78	.43	April

McBrantey, Michelle	McKinley	Intervention teaching	Hourly	\$32.78	.67	April
McDermott, Sarah	Miller	Intervention planning	Hourly	\$32.78	2	May
Mclynn, Sean	Instr. Services	PBIS Meeting	Hourly	\$32.78	6	May
Messian, Laura	Instr. Services	Theater Arts Meeting	Hourly	\$32.78	1	May
Miller, Wendy	BHS	Mentor Teacher payment	Stipend	\$125.00	1	May
Minasyan, Maria	BHS	Mentor Teacher payment	Stipend	\$42.00	1	May
Mirzakhani, Veronica	Instr. Services	Theater Arts Meeting	Hourly	\$32.78	1	May
Mohler, Chez-E-Rae	Roosevelt	Intervention planning	Hourly	\$32.78	6	May
Morales, Micaela	Mann CC	Extra coverage	Hourly	\$16.43	45.5	April
Morgan, Kelsey	BHS	Mentor Teacher payment	Stipend	\$42.00	1	May
Moses, Jennifer	Muir	Summer Boot Camp	Hourly	\$44.19	55	June
Parker, Nancy	Washington	Intervention planning	Hourly	\$32.78	11	May
Pike, John	Roosevelt	Chorus Stipend	Stipend	\$566.00	1	May
Nanyan, Anahit	Child Dev.	Summer hours	Hourly	\$22.05	96	May - June
Ochoa, Margaret	BHS	Physical Fitness Test	Hourly	\$32.78	10	May
Ohrt, Kelly	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Okenka, John	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Orsini, Marianna	Instr. Services	PBIS Matrix Planning	Hourly	\$32.78	2	May
Ovasapyan, Aida	Stevenson ATB	Summer additional hours	Hourly	\$16.48	180	May - June
Palaski, Jessica	Health Services	Gen Ed Home Teaching	Hourly	\$35.03	25	April- May
Perez, Kimberley	Miller	Intervention planning	Hourly	\$32.78	3.25	May
Perlis, Deborah	BHS	Class Coverage	Hourly	\$45.23	1	May
Phan, John	BHS	CIF Playoff Game	Stipend	\$185.00	3	May
Pike, John	Roosevelt	Chorus Stipend	Stipend	\$566.00	1	May
Powell, Latoria	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Pozos, Adriana	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Pozos, Adriana	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Reaves, Harvey	BHS	Additional Hours at playoff game	Hourly	\$32.78	2.5	May
Reed, Joseph	Jefferson	Mentor Teacher payment	Stipend	\$150.00	1	May
Reeves, Jamie	Instr. Services	Support Provider Induction	Stipend	\$1854.00	1	January- May
Richards/Tarandek, Genev	Instr. Services	Intervention planning	Hourly	\$32.78	1	May
Rippe, Nicole	Instr. Services	Support Provider Stipend	Stipend	\$927.00	1	May
Rivera, Renee	JBHS	Other hourly extra period	Hourly	\$32.78	2	November
Rivera, Renee	JBHS	Other hourly extra period	Hourly	\$32.78	1	May
Rivera, Stephen	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Rodney, John	Muir	Mentor Teacher payment	Stipend	\$125.00	1	May
Romero, Michelle	Jordan	Mentor Teacher payment	Stipend	\$84.00	1	May
Ruben, Jennifer	Stevenson	Intervention planning	Hourly	\$32.78	6	April - May
Russon, Robyn	Instr. Services	Support Provider Stipend	Stipend	\$927.00	1	May
Sandifer, Amanda	BHS	Physical Fitness Test	Hourly	\$32.78	10	May

Sarna, Barry	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
Saunders, Kelly	BHS	Mentor Teacher payment	Stipend	\$126.00	1	May
Sawyer, Rayell	Edison	Intervention planning	Hourly	\$32.78	2	May
Shaw, Robert	BHS	Class Coverage	Hourly	\$45.23	1	May
Shaw, Robert	BHS	Class Coverage	Hourly	\$45.23	1	May
Shim, Julie	Miller	Intervention teaching	Hourly	\$44.19	6	May
Southward, Rebecca	Muir	Summer Boot Camp	Hourly	\$44.19	55	June
Steinberg, Jessie	Luther	GROW After School Tutoring	Hourly	\$44.19	1	January- May
Steinberg, Jessie	Instr. Services	PBIS Meeting	Hourly	\$32.78	6	May
Steinberg, Steven	Child Dev.	Summer hours	Hourly	\$16.43	192	May - June
Stevenson, Heidi	Jefferson	Mentor Teacher payment	Stipend	\$150.00	1	May
Stewart, Lola	Instruction	Other hourly planning	Hourly	\$32.78	10	May
Stilgenbauer, Kimberly	Child Dev.	Summer hours	Hourly	\$19.08	192	May - June
Struyk, Connie	Jefferson	Mentor Teacher payment	Stipend	\$150.00	1	May
Sullivan, Jill	Instr. Services	Support Provider Stipend	Stipend	\$1854.00	1	May
Swartz, Daniel	Instr. Services	Arts planning	Hourly	\$32.78	1	May
Thalheimer, Vicki	Luther	After School Tutoring	Hourly	\$44.13	3	May
Thalheimer, Vicki	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Tobin, Jill	Instr. Services	Professional Mentor	Stipend	\$927.00	1	January- May
Topalian, Talar	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Turner, Caroline	Muir	Summer Boot Camp	Hourly	\$44.19	55	June
Valencia, Hector	BHS	Physical Fitness Test	Hourly	\$32.78	8.5	May
Vankooten, Heidi	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Vasquez, Jose L	Instr. Services	Other Hourly CTE stagecraft tech	Hourly	\$32.78	15.5	May
Vermillion, Debra	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Vermillion, Debra	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Vorachak, Sonlay	Instr. Services	Theater Arts Meeting	Hourly	\$32.78	1	May
Wahe, Debra	Instr. Services	PBIS Meeting	Hourly	\$32.78	6	May
Wahe, Debra	Spec Ed	Home Teacher	Hourly	\$35.05	70	August - June
Walker, Amy	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Wawrychuk, Amy	Instr. Services	Clear Admin Credential	Stipend	\$1500.00	1	May
Weiner, Alexis	JBHS	Mentor Teacher payment	Stipend	\$125.00	1	May
Wells, John	BHS	Physical Fitness Test	Hourly	\$32.78	2	May
Wenzel, Heidi	Roosevelt	Class Coverage site various	Daily	\$132.00	2	May
Wescott, Cherie	Instr. Services	Grade Level Planning	Hourly	\$32.78	6	May
Wiebler, Megan	Providencia	Intervention teaching	Hourly	\$44.19	4	May
Wollerton, Alicia	Instr. Services	NGSS planning	Hourly	\$32.78	10	May
Wyly, Allison	Instr. Services	Algebra 2 Planning	Hourly	\$32.78	3	May
Yeghiazaryan, Lusik	Technology Serv.	Site Tech	Stipend	\$1059.00	1	January- May
Yeghyaian, Reneh	Child Dev.	Summer hours	Hourly	\$17.31	156	May - June

Zadoorian, Selin	Instr. Services	PBIS Matrix Planning	Hourly	\$32.78	2	May
Zehnpfennig, Mary	Roosevelt	Mentor Teacher payment	Stipend	\$150.00	1	May
Zimny, Pamela	Instr. Services	Professional Mentor	Stipend	\$464.00	1	January- May

Personnel Report No. 17-18-19

June 7, 2018

Classified Personnel

<u>Name</u>	<u>Position</u>	<u>Program/Site</u>	<u>%Time FTE</u>	<u>Range & Step</u>	<u>Basis</u>	<u>Effective Date</u>	<u>Ending Date</u>	<u>Remarks</u>
<u>Retirement</u>								
CHRISTIANAKIS, Rosa	Office Assistant- Elementary	01.0-00000.0-00000-27000-2410-2060000	1.00	34-VI	C	07-30-18		Jefferson Elementary Employed since 11-25-1996
HOVER, Nancy	Counseling Assistant	01.0-00000.0-00000-31100-2210-3220000	1.00	35-VI	B	06-15-18		John Muir Middle School Employed since 12-01-1992
LILLY, Margie	Instructional Assistant- Severe Behavioral II	01.0-65000.0-57500-11100-2110-5260000	.8125	45-V	D	05-25-18		Community Day School Employed since 12-05-1994
	Food Service Assistant	13.0-53100.0-00000-37000-2210-5260000	.125	27-III	D	05-25-18		
McCORD, Sandra	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-VI	D	05-24-18		Special Education Employed since 11-01-2010
MERSOLA, Cynthia	Personnel Technician I	01.0-00000.0-00000-72000-2410-7550000	1.00	41-VI	A	06-29-18		Human Resources Services Employed since 11-02-1998
<u>Resignation</u>								
BAIRD, Christine	Occupational Therapist	01.0-65000.0-57500-31409-2210-7440000	1.00	E-VII	B	07-01-18		Special Education
BERG, Jared	School Safety/ Utility Custodian	01.0-90710.0-00000-83000-2210-7522000	1.00	35-VI	A	05-15-18		Facilities Services
HOGEN, Blake	Senior Secretary	01.0-00000.0-00000-27000-2410-4320000	1.00	40-III	A	06-01-18		Burroughs High School
SALAZAR, Karla	Instructional Assistant- Primary Language Support	01.0-01500.0-47601-10000-2110-2090000	.4375	31-II	D	05-24-18		McKinley Elementary
<u>Leave</u>								
CURCURUTO, Adele	Office Technician- Continuation	01.0-02200.0-32000-27000-2410-5300000	1.00	35-VI	C	04-13-18	06-30-18	Monterey High School Catastrophic Sick
FLORES LOPEZ, Vilma	Custodian	01.0-00100.0-00000-82100-2210-2100000	1.00	35-V	A	05-22-18	05-21-19	Miller Elementary Family Care & Medical
PAPA, Irene	Instructional Assistant- Severely Impaired	01.0-33100.0-57700-11200-2110-2000000	.8125	35-VI	D	04-17-18	05-24-18	Luther Middle School Unpaid Family Care & Medical
<u>Additional Compensation for Longevity</u>								
BAUTISTA, Marie	Healthcare Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11908-2110-2150000	.6875	37-VI	D	05-01-18		Stevenson Elementary 10 yrs., \$83/mo.

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

Personnel Report No. 17-18-19

June 7, 2018

Classified Personnel

<u>Name</u>	<u>Position</u>	<u>Program/Site</u>	<u>%Time FTE</u>	<u>Range & Step</u>	<u>Basis</u>	<u>Effective Date</u>	<u>Ending Date</u>	<u>Remarks</u>
<u>Additional Compensation for Longevity (Continued)</u>								
MARTINEZ, Marvin	HVAC Mechanic	01.0-81500.0-00000-81100-2210-7523000	1.00	56-VI	A	05-01-18		Facilities Services 25 yrs., \$203/mo.
WANTLAND, Carin	Assistant Supervisor of Budget and Finance	01.0-00000.0-00000-72000-2312-7470000	1.00	B-VII	A	05-01-18		Fiscal Services 14 yrs., \$262/mo.
<u>Additional Compensation for Site Technology Specialist</u>								
BAUMAN, Laura	Instructional Media Specialist – Middle School	01.0-00000.0-00000-24200-2450-7730000		1059.00	D	01-04-18	05-24-18	Luther Middle School
BUSSARD, Beverly	Instructional Media Specialist – Middle School	01.0-00000.0-00000-24200-2450-7730000		1059.00	D	01-04-18	05-24-18	Jordan Middle School
SHAW, Susan	Instructional Media Specialist – Middle School	01.0-00000.0-00000-24200-2450-7730000		1059.00	D	01-04-18	05-24-18	John Muir Middle School
<u>Change of Assignment – Classification/Location/FTE</u>								
ADAIR, Nathan	Instructional Assistant- Special Education	01.0-65000.0-57700-11200-2110-4320000	.8125	32-II	D	08-13-18		Burroughs High School
ARBOGAST, Julie	Instructional Assistant- Special Education	01.0-65000.0-57700-11100-2110-3220000	.8125	32-VI	D	08-13-18		John Muir Middle School
DRECHSLER, Melinda	Administrative Secretary	01.0-00000.0-00000-72000-2410-7450000	1.00	44-V	A	05-21-18		Student Services
FELIPE, Barbara	School Office Manager- Middle School	01.0-00000.0-00000-27000-2410-3220000	1.00	43-VI	A	06-18-18		John Muir Middle School
MORAN-GONZALEZ, Leslie	Instructional Assistant- Severe Behavioral II	01.0-65000.0-57500-11100-2110-3203000	.8125	45-III	D	08-13-18		Luther Middle School
<u>Election – Monthly</u>								
AGHADJANIAN, Hope	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-I	D	05-04-18		Special Education
AGUILAR, Melissa	Instructional Assistant- Translator DHH	11.0-63910.0-41100-10000-2110-5330044	.750	33-III	D	08-13-18		Burbank Adult School Re-employment rights
ALVAREZ, Kayla	Instructional Assistant- Severely Impaired	01.0-65000.0-57500-11100-2110-7440000	.8125	35-I	D	05-01-18		Special Education

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<u>Election – Monthly</u> (Continued)								
BROWN, Denise	Instructional Assistant- Severely Impaired	01.0-33100.0-57300-11100-2110-5080000	.6875	35-I	D	05-08-18		Horace Mann
HARRIS, Jennifer	Middle School Aide	01.0-00000.0-11100-10009-2910-3211000	.125	34-I	D	05-07-18		Jordan Middle School
<u>Election – Hourly</u>								
ADAMS, Rachel	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		28.93	D	05-29-18	06-30-18	Burbank Adult School
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-90711.0-81000-50002-2240-4328000		35-VI	A	05-06-18	05-06-18	Facilities Services
ATWAL, Harbinder	Instructional Assistant- Severely Impaired	01.0-00000.0-11100-10012-2130-2099000		35-I	D	04-24-18	04-24-18	McKinley Elementary
		01.0-90904.0-57700-11100-2130-7448000		35-I	D	04-01-18	04-30-18	McKinley Elementary
ARZUMANIAN, Anahit	Bilingual Translator	01.0-65000.0-50010-21000-2950-7440000		15.92	F	04-26-18	04-26-18	Special Education
BABAIAN, Agatia	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-III	D	05-29-18	06-29-18	Edison Around the Bell
BAKER, Ryan	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-2010000		32-II	D	04-30-18	05-25-18	Disney Around the Bell
		12.0-90602.0-11100-10000-2130-7547000				05-29-18	06-29-18	Stevenson Around the Bell
BARRONDO, Gustavo	Campus Supervision Assistant	01.0-90350.0-00000-83000-2260-3208000		35-IV	D	05-22-18	05-22-18	Luther Middle School
BUSTOS, Adriana	Bilingual Translator	01.0-65000.0-50010-21000-2950-7440000		15.92	F	05-01-18	06-30-18	Special Education
CABRERA-AGUILAR, Adilia	Food Service Assistant	13.0-53100.0-00000-37000-2230-3210000		27-I	D	05-01-18	05-30-18	Jordan Middle School
CALZADILLA, Jose	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4321000		35-III	D	04-01-18	05-31-18	Burroughs High School
CARRASCO, Janel	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4311000		35-VI	D	05-05-18	05-05-18	Burbank High School
CHILDS, Jennifer	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-29-18	06-29-18	Edison Around the Bell
CHINEN, Cyndi	Instructional Assistant- Severe Behavior II	01.0-90904.0-57700-11100-2130-7448000		45-II	D	04-01-18	04-30-18	Jefferson Elementary

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<u>Election – Hourly</u> (Continued)								
CHORA, Josefina	Food Service Cook II	13.0-53100.0-00000-37000-2240-4310000 13.0-53100.0-00000-37000-2230-4310000		31-V 31-V	D D	04-01-18 04-01-18	05-30-18 05-30-18	Burbank High School
CONSOLI, Lorna	Instructional Assistant- English Language Development	01.0-00000.0-11100-10000-2130-2091000		32-IV	D	04-24-18	04-24-18	McKinley Elementary
DE LA CRUZ, Johanna	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4318100 01.0-90904.0-17006-41002-2940-4318500		35-I	D	05-08-18 05-10-18	05-08-18 05-10-18	Burbank High School
DEMICHYAN, Goar	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	06-14-18	06-29-18	Roosevelt Around the Bell
DIXON, Meghan	Library Clerk	01.0-90350.0-00000-24200-2230-2068000		31-I	D	05-01-18	05-08-18	Jefferson Elementary
DUENAS, Christina	Middle School Aide	01.0-90350.0-11100-10009-2930-3208000		34-I	D	05-01-18	05-31-18	Luther Middle School
FRIEDMAN, Brenda	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	05-29-18	05-31-18	Roosevelt Around the Bell
GONZALEZ, Eileen	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-I	D	05-29-18	06-29-18	Stevenson Around the Bell
GONZALEZ, Maria	Elementary School Aide	12.0-90602.0-11100-10009-2930-2030000		27-I	D	04-24-18	04-24-18	Emerson Around the Bell
GONZALEZ, Maria I	Elementary School Aide	12.0-90602.0-11100-10009-2930-2030000		27-I	D	05-11-18	05-11-18	Emerson Children's Center
GUNAWAN, Henry	Adult Technology Support Specialist II	11.0-63910.0-41104-27000-2440-5330000		57-IV	E	05-01-18	05-31-18	Burbank Adult School
HANADA, Shigeko	Elementary School Aide	01.0-00000.0-11100-10009-2930-2091000		27-IV	D	04-24-18	04-24-18	McKinley Elementary
HARTOUN MARDIRSAN, Odet	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-III	D	05-29-18	06-29-18	Roosevelt Around the Bell
HERRERA, Maria Elena	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-7440000 01.0-65000.0-57500-11905-2140-7440000		40-VI	D	05-05-18	05-05-18	Special Education
HOLLERAN, Scott	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		28.93	F	05-29-18	07-05-18	Burbank Adult School
HONORE, Bavet	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-I	D	05-29-18	06-29-18	Roosevelt Around the Bell
JIMENEZ, Juan	Grounds Technician	01.0-00100.0-00000-82100-2240-7521000		40-VI	A	05-12-18	05-12-18	Facilities Services

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<u>Election – Hourly (Continued)</u>								
JIMENEZ, Paola	Food Service Assistant	13.0-53100.0-00000-37000-2230-2160000		27-III	D	08-01-17	05-30-18	Washington Elementary
JOHNSON, Kimberly	Campus Supervision	01.0-90904.0-11100-41000-2940-4318100		35-VI	D	05-05-18	05-08-18	Burbank High School
	Assistant	01.0-00000.0-00000-83000-2240-4311000				05-05-18	05-05-18	
KHACHATOURIANS, Klara	Middle School Aide	01.0-90711.0-11100-10009-2990-3228000		34-I	D	05-01-18	05-31-18	John Muir Middle School
KHACHIKYAN, Lilit	Instructional Assistant- English Language Development	01.0-01501.0-47600-10012-2130-2100000		32-IV	D	04-01-18	05-24-18	Miller Elementary
KIRKPATRICK, Gloria	Instructional Assistant- Special Education	01.0-00000.0-11100-10000-2130-2091000		32-VI	D	04-24-18	04-24-18	McKinley Elementary
KRUEGER, Joseph	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-29-18	06-29-18	Roosevelt Around the Bell
LARA, Armida	Instructional Assistant English Language Development	01.0-01501.0-47600-10000-2950-2020000		32-VI	D	05-01-18	05-30-18	Edison Elementary
	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	06-14-18	06-29-18	Stevenson Around the Bell
LEYVA, Georgina	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-III	D	05-29-18	06-29-18	Edison Around the Bell
		12.0-90602.0-11100-10000-2130-2160000		32-III	D	05-18-18	05-25-18	Washington Around the Bell
LUOMA, Jack	Plant Engineer	01.0-81500.0-00000-81100-2240-7523100		52-IV	A	04-14-18	04-14-18	Facilities Services
MAI, Yen	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-29-18	06-29-18	Edison Elementary
MARTINEZ SOSA,	Instructional Assistant- Special Education	01.0-90904.0-57700-11100-2130-7448000		32-IV	D	04-01-18	04-30-18	Jordan Middle School
McCORKLE, Stephanie	Middle School Aide	01.0-90904.0-11100-10009-2930-3208100		34-I	D	03-01-18	03-31-18	Luther Middle School
		01.0-90350.0-11100-10009-2930-3208000				05-01-18	05-31-18	
McDONALD, Cheryl	Campus Supervision Assistant	01.0-90350.0-00000-83000-2260-3208000		35-VI	D	05-22-18	05-22-18	Luther Middle School
MELIKIAN, Lilia	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-IV	D	05-29-18	06-29-18	Edison Around the Bell
MENDOZA, Beth	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-IV	D	05-29-18	06-29-18	Roosevelt Around the Bell

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<u>Election – Hourly (Continued)</u>								
MENKE, Erica	Discrete Trial Facilitator	01.0-65200.0-50010-31101-2230-7440000		40-VI	D	05-07-18	06-30-18	Special Education
MICHENER, Leslie	Elementary School Aide	01.0-00000.0-11100-10009-2930-2091000		27-I	D	04-24-18	04-24-18	McKinley Elementary
MILLO, Jennifer	Instructional Assistant- Children's Center	12.0-50250.1-11100-10000-2130-2030000		32-IV	D	05-01-18	06-30-18	Emerson Around the Bell
		12.0-90602.0-11100-10000-2130-7547000		32-IV	D	05-29-18	06-29-18	Stevenson Around the Bell
NASRALLAH, Nancy	Instructional Assistant- English Language Development	01.0-42030.0-47600-24950-2930-7429000		32-III	D	05-02-18	05-02-18	Bret Harte Elementary
OLIVA, Jocelyn	Instructional Assistant- Severe Behavior II	01.0-90904.0-57700-11100-2130-7448000		45-VI	D	04-01-18	04-30-18	Miller Elementary
OLMOS, David	HVAC Mechanic	01.0-81500.0-00000-81100-2240-7523100		56-VI	A	05-10-18	05-10-18	Facilities Services
ORELLANA, Edgar	Custodian	01.0-00100.0-81000-50001-2240-4321000		35-VI	A	04-28-18	04-28-18	Burroughs High School
		01.0-90711.0-81000-50002-2240-4328000				05-06-18	05-06-18	Facilities Services
PATEL, Hemlatabahen	Elementary School Aide	12.0-90602.0-11100-10009-2930-2050000		27-I	D	05-01-18	05-30-18	Bret Children's Center
PEREZ, Joseph	Lead Custodian- Secondary	01.0-90711.0-81000-50002-2240-7428000		40-VI	A	05-11-18	05-11-18	Instructional Services
REBMAN, Denise	Elementary School Aide	01.0-00000.0-11100-10009-2930-2091000		27-VI	D	04-24-18	04-24-18	McKinley Elementary
RIFE, Andrew	Elementary PE Assistant	01.0-00000.0-11100-10000-2130-2091000		32-VI	D	04-24-18	04-24-18	McKinley Elementary
RIOS, Lydia	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	06-14-18	06-29-18	Stevenson Around the Bell
RIVAS, Yvonne	Instructional Assistant- Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-II	D	05-29-18	06-29-18	Edison Around the Bell
ROSENTHAL, Erica	Instructional Assistant- Severe Behavior II	01.0-65000.0-57500-11100-2130-7440000		45-VI	D	04-01-18	04-30-18	Special Education
ROSES, Peter	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4318100		35-VI	D	05-08-18	05-08-18	Burbank High School
SANCHEZ, Bonnie	Instructional Assistant- Severely Impaired	01.0-65000.0-50010-24950-2930-7440000		35-VI	D	05-02-18	05-02-18	Special Education
SERMENO, Estela	Community Resource Assistant	01.0-65000.0-50010-21000-2950-7440000		31-VI	D	04-26-18	04-26-18	Special Education

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<u>Election – Hourly (Continued)</u>								
SHAHBAZIAN, Shakeh	Middle School Aide	01.0-90711.0-11100-10009-2990-3228000		34-I	D	05-01-18	05-31-18	John Muir Middle School
SHEAFER, Robert	Campus Supervision Assistant	01.0-90350.0-00000-83000-2260-3208000		35-II	D	05-22-18	05-22-18	Luther Middle School
SHEETZ, Carol	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		28.93	F	05-29-18	06-30-18	Burbank Adult School
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-II	D	05-29-18	06-29-18	Stevenson Around the Bell
TORRES, Consuelo	Custodian	01.0-90711.0-81000-50002-2240-7428000		35-VI	A	05-11-18	05-11-18	Instructional Services
TOWNSEND, Kathleen	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		32-VI	A	04-01-18	05-31-18	Bret Harte Elementary
VALLONE, Joanne	Instructional Assistant-Severe Behavioral II	01.0-90904.0-57700-11100-2130-7448000		45-VI	D	04-01-18	04-30-18	Magnolia Park
VAZQUEZ, Rita	Instructional Assistant-Severely Impaired	01.0-65000.0-50010-24950-2930-7440000		35-VI	D	05-02-18	05-02-18	Special Education
VILLALTA, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2230-3200000		27-VI	D	05-01-18	05-30-18	Luther Middle School
WASSEM, Maryanne	Instructional Assistant-Special Education	01.0-90204.0-57700-11100-2130-7448000		32-VI	D	04-01-18	04-30-18	Emerson Elementary
WILKEN, Tonya	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	05-29-18	05-31-18	Edison Around the Bell
WILLIAMS, Randall	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		28.93	F	05-29-18	07-05-18	Burbank Adult School
ZAMUDIO, Maria	Instructional Assistant-English Language Development	01.0-00000.0-11100-10000-2130-2091000		32-VI	D	04-24-18	04-24-18	McKinley Elementary
<u>Election – Summer School</u>								
AGAZARYAN, Taline	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-VI	D	06-11-18	07-12-18	Horace Mann Pre-School
ALLAHDADIAN, Ashken	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
AMBROSE, Liliana	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-04-18	07-12-18	Burbank High School

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<u>Election – Summer School</u> (Continued)								
AMY, Emily	Educational Interpreter III	01.0-65000.0-57700-11104-2130-5480000		54-VI	D	06-04-18	07-12-18	Burbank High School
ARBOGAST, Julie	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-11-18	07-12-18	Providencia Elementary
ARUTYUNYAN, Kristine	Instructional Assistant Severe Behavioral II	01.0-65000.0-57500-11100-2130-5178000		45-VI	D	06-04-18	07-12-18	Magnolia Park
AVAKIAN, Jacqueline	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18	07-12-18	Burbank High School
BARAJAS, Emilia	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-II	D	06-11-18	07-12-18	Providencia Elementary
BAUTISTA, Maria	Health Care Instructional Assistant – Severely Impaired	01.0-65000.0-57500-11905-2130-5480000		34-VI	D	06-11-18	07-12-18	Providencia Elementary
BERKOVITZ, Soraida	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-I	D	06-11-18	07-12-18	Providencia Elementary
BRADSHAW, Dionne	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18	07-12-18	Burbank Adult School
BRICENO, Stephanie	Instructional Assistant-	11.0-63910.0-41100-10000-2130-5480000		32-IV	D	06-04-18	07-12-18	Burbank Adult School
BROOKS, Mackenna	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-11-18	07-12-18	Providencia Elementary
CACERES, Adriana	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18	07-12-18	Burbank Adult School
CAMPBELL, Amber	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
CAMPBELL, Cheryl	Health Care Instructional Assistant – Severely Impaired	01.0-65000.0-57500-11908-2130-5480000		37-VI	D	06-04-18	07-12-18	Burbank High School
CAMPBELL, Taylor	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
CHORA, Josefina	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000		27-V	D	05-29-18	07-12-18	Burbank High School
COLE, Gary	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18	07-12-18	Burbank High School
CORADO, Christina	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-11-18	07-12-18	Providencia Elementary
COSIO, Teresa	Instructional Assistant-Severely Impaired	11.0-63910.0-41100-10000-2130-5480000		35-VI	D	06-04-18	07-12-18	Burbank Adult School

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<u>Election – Summer School</u> (Continued)								
CRUZ, Guillermo	Campus Supervision Assistant	01.0-01500.0-00000-83000-2230-5480000		35-VI	D	06-04-18	07-26-18	Burbank High School
DE LA TORRE, Norma	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000		32-I	F	06-04-18	07-13-18	Emerson Elementary
DE SIMONE, Tiffany	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
DI DONATO, Casey	Campus Supervision Assistant	01.0-01500.0-00000-83000-2230-5480000		35-VI	D	06-04-18	07-26-18	Burbank High School
DOLMAN, Christina	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000		32-VI	D	06-04-18	07-06-18	Disney Elementary
FLORES, Jeanette	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18	07-12-18	Burbank High School
FORGE, Joshua	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-04-18	07-12-18	Burbank High School
FOY, Susan	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-VI	D	06-11-18	07-12-18	Horace Mann Pre-School
FRAGOSO, Leticia	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-VI	D	06-11-18	07-12-18	Providencia Elementary
GARFIAZ, Cesar	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
GIUMELLI, Silvia	Adult Learning Center Technician	11.0-63910.0-41106-10000-2130-5331000		35-VI	E	05-29-18	06-30-18	Burbank Adult School
GOMEZ, Sarita	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-VI	D	06-04-18	07-06-18	Disney Elementary
GOMEZ BARCENAS, Erika	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-I	D	06-04-18	07-12-18	Burbank High School
GUMM, Rachel	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-11-18	07-12-18	Providencia Elementary
GUTIERREZ, Silvia	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Burbank High School
HALL, Margaret	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-III	D	06-04-18	07-06-18	Disney Elementary
HALL, Andrew	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-I	D	06-04-18	07-12-18	Burbank High School

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<u>Election – Summer School</u> (Continued)								
HAROOTUNIAN, Liana	Instructional Assistant- Primary Language Support	01.0-73380.0-47600-10012-2130-5480000		31-VI	D	06-04-18	07-26-18	Burbank High School
HARRIS, Samuel	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-11-18	07-12-18	Providencia Elementary
HARVEL, Eric	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000		32-I	D	06-11-18	07-12-18	Providencia Elementary
HERNANDEZ, Norma	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-11-18	07-12-18	Providencia Elementary
HERRERA, Maria Elena	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18 06-11-18	06-07-18 07-12-18	Burbank High School Providencia Elementary
HOOSEPIAN-MER, Christine	Instructional Assistant- English Language Development	01.0-73380.0-47600-10012-2130-5480000		32-I	D	06-04-18	07-12-18	Burbank High School
JENSEN, Rosa	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-11-18	07-12-18	Providencia Elementary
KAJIMOTO, Vilma	Instructional Assistant- Primary Language Development	01.0-90201.0-11100-10000-2130-7428710		31-VI	D	06-04-18	07-12-18	Disney Elementary
KARIMIAN, Roobina	Instructional Assistant- Translator DHH	01.0-65000.0-57700-11100-2130-5480000		33-VI	D	06-11-18	07-12-18	Providencia Elementary
KAUFMAN, Joshua	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-04-18	07-12-18	Burbank High School
KHACHIKIAN, Alice	Instructional Assistant- English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-VI	D	06-04-18	07-06-18	Disney Elementary
KHACKIKYAN, Lilit	Instructional Assistant- English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-IV	D	06-04-18	07-06-18	Disney Elementary
KIRKPATRICK, Gloria	Instructional Assistant- Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-11-18	07-12-18	Providencia Elementary
KNOOP, Nicole	Instructional Assistant- Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-VI	D	06-04-18	07-12-18	Burbank High School
KOSZO, Brad	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-11-18	07-12-18	Providencia Elementary
LANGE, Erin	Instructional Assistant- Severely Impaired	11.0-63910.0-41100-10000-2130-5480000		35-VI	D	06-04-18	07-12-18	Burbank Adult School
LARA, Armida	Instructional Assistant- English Language Development	01.0-73380.0-47600-10012-2130-5480000		32-I	D	06-04-18	07-12-18	Burbank High School

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<u>Election – Summer School</u> (Continued)								
LEIVA, Nereyda	Instructional Assistant- Special Education	01.0-01500.0-11100-10000-2130-5480000		32-V	D	06-04-18	07-12-18	Burbank High School
LOURENCO, Amanda	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
LOURENCO, Susan	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
LUIZZI, Lydia	Instructional Assistant- Severely Impaired	11.0-63910.0-41100-10000-2130-5480000		35-VI	D	06-04-18	07-12-18	Burbank Adult School
MATVIENKO, Barbara	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-11-18	07-12-18	Providencia Elementary
McCOOLE, Lisa	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-04-18	07-12-18	Burbank High School
McDONALD, Kailey	Instructional Assistant- Special Education	01.0-65000.0-57700-11100-2130-5480000		32-IV	D	06-11-18	07-12-18	Providencia Elementary
MENKE, Erica	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18	07-12-18	Burbank High School
MERCADO, Lisette	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-11-18	07-12-18	Horace Mann Pre-School
MICHAELS, Alma	Instructional Assistant- Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-11-18	07-12-18	Providencia Elementary
MIKHAIL, Megan	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		16.81	F	06-11-18	07-12-18	Providencia Elementary
MIRABAL, Tiffany	Instructional Assistant- Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-II	D	06-11-18	07-12-18	Providencia Elementary
MIRZAKHANIAN, Tina	Instructional Assistant- Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-II	D	06-11-18	07-12-18	Providencia Elementary
MORALES, Christian	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
MORAN, Maria	Instructional Assistant- Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000		45-VI	D	06-11-18	07-12-18	Providencia Elementary
MORAN GONZALEZ, Leslie	Instructional Assistant- Severe Behavioral II	01.0-65000.0-57700-11100-2130-5480000		45-III	D	06-11-18	07-12-18	Providencia Elementary
NARANJO MANZO, Lizbeth	Instructional Assistant- Severe Behavioral II	11.0-63910.0-41100-10000-2130-5480000		43-III	D	06-04-18	07-12-18	Burbank Adult School

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<u>Election – Summer School</u> (Continued)								
NASRALLAH, Nancy	Instructional Assistant- English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-III	D	06-04-18	07-06-18	Disney Elementary
NAVARRO, Carolina	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
NERSISYAN, Nare	Speech Language Pathology Assistant	01.0-65000.0-50010-31500-2230-5480000		53-IV	D	06-04-18	07-12-18	Special Education
NEVAREZ, Mari	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-04-18	07-12-18	Burbank High School
NOYA, Daniel	Food Service Driver	13.0-53100.0-00000-37000-2230-7498000		33-VI	D	06-07-18	07-13-18	Burbank High School
OCAMPO, Lorena	Instructional Assistant- English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-II	D	06-04-18	07-06-18	Disney Elementary
OROZCO, Crystal	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-11-18	07-12-18	Horace Mann Pre-School
PACE, Harlan	Instructional Assistant- Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-I	D	06-11-18	07-12-18	Providencia Elementary
PALACIO, Colleen	Instructional Assistant- Special Education	01.0-65000.0-57700-11100-2130-5480000		32-I	D	06-11-18	07-12-18	Providencia Elementary
PANEPINTO, Aimee	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-I	D	06-04-18	07-12-18	Burbank High School
PEREZ, Maria	Instructional Assistant- Special Education	01.0-01500.0-11100-10000-2130-5480000		32-VI	D	06-04-18	07-12-18	Burbank High School
POGHOSYAN, Hermine	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-11-18	07-12-18	Providencia Elementary
PORTER, Vianey	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-11-18	07-12-18	Horace Mann Pre-School
REAGAN, Mary Agnes	Health Care Instructional Assistant – Severely Impaired	01.0-65000.0-57500-11905-2130-5480000		34-VI	D	06-11-18	07-12-18	Providencia Elementary
RICOTTA, Gail	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-04-18	07-12-18	Burbank High School
REINOSO, Patricia	Instructional Assistant- English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-V	D	06-04-18	07-06-18	Disney Elementary
REYES, Faye	Instructional Assistant- English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-I	D	06-04-18	07-06-18	Disney Elementary
RIVERA, Teresa	Food Service Cook II	13.0-53100.0-00000-37000-2230-7498000		31-VI	D	05-29-18	08-10-18	Burbank High School

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<u>Election – Summer School</u> (Continued)								
RODRIGUEZ, Lisa	Instructional Assistant- Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000		45-II	D	06-11-18	07-12-18	Providencia Elementary
ROJAS, Maira	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-04-18	07-12-18	Burbank High School
ROMERO, MariaElena	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
ROMERO, Roxanne	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
ROMO, Brittany	Instructional Assistant- Translator DHH	11.0-63910.0-41100-10000-2130-5480000		33-II	D	06-04-18	07-12-18	Burbank Adult School
ROSENTHAL, Erica	Instructional Assistant- Severe Behavioral II	01.0-65000.0-57700-11100-2130-5480000		45-VI	D	06-11-18	07-12-18	Providencia Elementary
RUIZ DE CASTILLO, Alicia	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-11-18	07-12-18	Providencia Elementary
SABAS-DUARTE, Aura	Food Service Driver	13.0-53100.0-00000-37000-2230-7498000		33-III	D	06-07-18	08-03-18	Burbank High School
SANCHEZ, Bonnie	Instructional Assistant- Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-11-18	07-12-18	Horace Mann Pre-School
SANCHEZ, Cynthia	Instructional Assistant- Translator DHH	01.0-65000.0-57700-11104-2130-5480000		33-VI	D	06-04-18	07-12-18	Burbank High School
SETAGHIAN, Veronica	Instructional Assistant- English Language Development	01.0-73380.0-47600-10012-2130-5480000		32-VI	D	06-04-18	07-26-18	Burbank High School
SHAKHNAZARIAN, Marine	Elementary School Aide	01.0-01500.0-47600-10000-2990-5480000		27-I	D	06-04-18	07-06-18	Disney Elementary
SILVA, Janet	Instructional Assistant- Severe Behavioral II	01.0-65000.0-57700-11100-2130-5480000		45-VI	D	06-04-18	07-12-18	Burbank High School
SYMONS, Cindy	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-11-18	07-12-18	Providencia Elementary
TAIT, Holly	Instructional Assistant- Severely Impaired	11.0-63910.0-41100-10000-2130-5480000		35-VI	D	06-04-18	07-12-18	Burbank Adult School
TAMIMI, Tammy	Instructional Assistant- Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-04-18	07-12-18	Burbank High School

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<u>Election – Summer School</u> (Continued)								
TAPANYAN, Anie	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-11-18	07-12-18	Providencia Elementary
VALENZUELA, Eliana	Instructional Assistant- Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-VI	D	06-11-18	07-12-18	Providencia Elementary
VALLONE, Joanne	Instructional Assistant- Severe Behavioral II	01.0-65000.0-57500-11100-2130-5178000		45-VI	D	06-04-18	07-12-18	Magnolia Park
VASQUEZ, Julie	Instructional Assistant- Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-II	D	06-11-18	07-12-18	Providencia Elementary
VAZQUEZ, Rita	Instructional Assistant- Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-11-18	07-12-18	Providencia Elementary
VELASQUEZ, Jacqueline	Instructional Assistant- Primary Language Development	01.0-90201.0-11100-10000-2130-7428710		31-III	D	06-04-18	07-12-18	Disney Elementary
VENEGAS, Adriana	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-11-18	07-12-18	Providencia Elementary
VIGUERAS, Alan	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-11-18	07-12-18	Providencia Elementary
WATTERS, Elizabeth	Instructional Assistant- Severe Behavioral II	01.0-65000.0-57700-11100-2130-5480000		45-IV	D	06-11-18	07-12-18	Providencia Elementary
YAEGER, Shannon	Instructional Assistant- Special Education	11.0-63910.0-41100-10000-2130-5480000		32-II	D	06-04-18	07-12-18	Burbank Adult School
YBARRA, Amanda	Elementary School Aide	01.0-01500.0-47600-10000-2990-5480000		27-I	D	06-04-18	07-06-18	Disney Elementary
YUSON, Camille	Instructional Assistant- Special Education	01.0-65000.0-57700-11100-2130-5480000		32-III	D	06-11-18	07-12-18	Providencia Elementary
ZAMUDIO, Maria	Instructional Assistant- English Language Development	01.0-90201.0-11100-10000-2130-7428710		32-VI	D	06-04-18	07-12-18	Disney Elementary
<u>Election – Walk on Coach</u>								
ESTRADA, Blake	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		12.83	F	05-01-18	05-31-18	Burroughs High School
GRANDA HERNANDEZ, Aldo	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		12.83	F	05-01-18	05-31-18	Burroughs High School

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<u>Name</u>	<u>Position</u>	<u>Program/Site</u>	<u>%Time FTE</u>	<u>Range & Step</u>	<u>Basis</u>	<u>Effective Date</u>	<u>Ending Date</u>	<u>Remarks</u>
<u>Election – Walk on Coach</u>								
ORTEGA-JENNISON, Martin	Short Term- Athletic	01.0-00000.0-15001-42002-2171-4320000		101/game	F	05-01-18	05-31-18	Burroughs High School
ORTIZ, Christopher	Short Term- Athletic	01.0-90901.0-15001-42000-2171-4318000		12.83	F	06-01-18	06-30-18	Burbank High School
POTTS, Jamayne	Short Term- Athletic	01.0-90901.0-15001-42000-2171-4318000		12.83	F	06-01-18	06-30-18	Burbank High School
ROJO, Karl	Short Term- Athletic	01.0-00000.0-15001-41002-2171-4310000 01.0-90904.0-15001-42000-2171-4318100 01.0-90901.0-15001-42000-2171-4318000		185/game 12.83	F	05-08-18 05-01-18 06-01-18	05-08-18 05-31-18 06-30-18	Burbank High School
SMITH, Roger	Short Term- Athletic	01.0-90901.0-15001-42000-2171-4318000		12.83	F	06-01-18	06-30-18	Burbank High School
WIEGAND, Roy	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		12.83	F	05-01-18	05-31-18	Burroughs High School

Signature



Title: Assistant Superintendent, Human Resources Services

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18000024	PLUMBING WHOLESALE OUTLET INC	C/O 2: INCREASE BY \$3,000.00; 2017-18 BLANKET; PLUMBING SUPPLIES	FACILITIES PLANNING SERVICES	010	\$8,000.00
18000555	WAXIE SANITARY SUPPLY	C/O 3: INCREASE BY \$1,400.00; 2017-18 BLANKET ORDER; CUSTODIAL SUPPLIES; ATB & MONTEREY INFANT CENTER; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	\$12,700.00
18000564	GOLD STAR FOODS	C/O 2: INCREASE BY \$70,000.00; 17-18 BLANKET; STOCK FOOD ITEMS; SAN GABRIEL VALLEY FOOD SVCS CO-OP RFP	FOOD SERVICES	130	\$665,000.00
18000593	DICK BLICK CO	C/O 1: INCREASE BY \$90.58; 2017-18 BLANKET ORDER; ART SUPPLIES	BURBANK HIGH SCHOOL	010	\$590.58
18000639	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: INCREASE BY \$500.00; 2017-2018 BLANKET ORDER; OFFICE SUPPLIES	INSTRUCTIONAL SERVICES	010	\$1,750.00
18000886	NERSISYAN, NARE	C/O 1: REDUCE BY \$30.00; 2017-2018 BLANKET AGREEMENT TO REIMBURSE SLP FOR SUPPLIES	SPECIAL EDUCATION	010	\$70.00
18001132	UNIVERSAL ASPHALT CO	C/O 3: INCREASE BY \$11,645.00 - BD 4/19/18; BID 1617-053 PERMANENT MODULAR PHASE II GRADING @ STEVENSON; UNIT PR 1314-032; BD 3/2/17	FACILITIES SERVICES	210	\$363,655.00
18001132	UNIVERSAL ASPHALT CO	C/O 3: INCREASE BY \$11,645.00 - BD 4/19/18; BID 1617-053 PERMANENT MODULAR PHASE II GRADING @ STEVENSON; UNIT PR 1314-032; BD 3/2/17	FACILITIES SERVICES	250	\$44,368.00
18001275	WESTERN FENCE & SUPPLY CO.	C/O 1: REDUCE BY \$91.00 - BD 4/19/18; BID 1516-056 PERIMETER FENCING @ JEFFERSON; MODULAR PHASE II; BD 7/20/17	FACILITIES SERVICES	210	\$33,874.00
18001562	DURHAM SCHOOL SERVICES	C/O 3: INCREASE BY \$9,782.50; 2017-18 BLANKET ORDER; ATHLETIC TRANSPORTATION	JOHN BURROUGHS HIGH SCHOOL	010	\$44,782.50
18001625	M. WILSON CO. CONTRACTORS	C/O 3: INCREASE BY \$1,574.00 - BD 4/19/18; CARRYOVER PO 17004357; 1617-053 #3 PERMANENT MODULAR CLASSROOMS; PHASE II; CONSTRUCTION @ STEVENSON; BD 4/20/17	FACILITIES SERVICES	210	\$258,034.00
18002087	NORTHERN SAFETY & INDUSTRIAL	GROUNDS SUPPLIES	FACILITIES SERVICES	010	\$168.43
18002264	DURHAM SCHOOL SERVICES	C/O 2: INCREASE BY \$59.32 & CHANGE FUNDING SOURCE; STUDENT TRANSPORTATION; LA CONVENTION CENTER; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	\$596.88
18002731	RAAD INC DBA BEAUTY KISS CARPET	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	\$292.16
18002733	THE SHERWIN-WILLIAMS CO	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	\$88.02
18003120	4A CRANE SERVICE CO.	CONTRACTED SERVICES	FACILITIES SERVICES	010	\$3,298

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18003296	VALLEY POWER REPAIRS	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	\$942.54
18003299	B & M LAWN AND GARDEN CENTER	GROUPS SUPPLIES	FACILITIES SERVICES	010	\$1,115.76
18003386	DURHAM SCHOOL SERVICES	C/O 1: INCREASE BY \$8,801.65; 2017-18 BLANKET ORDER; TRANSPORTATION FOR VARIOUS TRIPS; ATHLETICS; FILM LA FUNDS	BURBANK HIGH SCHOOL	010	\$22,001.65
18003416	FLINN SCIENTIFIC INC	C/O 1: INCREASE PRODUCT QUANTITY; INSTRUCTIONAL SUPPLIES; SCIENCE	BURBANK HIGH SCHOOL	010	\$1,757.05
18003491	ULINE - Attn: ACCOUNTS RECEIVABLES	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	\$478.43
18003492	TARGET SPECIALTY PRODUCTS	PEST CONTROL	FACILITIES SERVICES	010	\$925.40
18003493	UNIVAR USA INC	PEST CONTROL	FACILITIES SERVICES	010	\$1,249.53
18003494	P W GILLIBRAND CO INC	GROUPS SUPPLIES	FACILITIES SERVICES	010	\$1,685.77
18003495	SAN LUIS AUTO GLASS	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	\$161.40
18003496	GARVEY EQUIPMENT COMPANY	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	\$630.52
18003555	YALE/CHASE EQUIPMENT AND SERVICES, INC	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	\$264.66
18003556	ACCOUSTICAL MATERIAL	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	\$485.06
18003596	AMAZON CAPITAL SERVICES	C/O 1: RE-ORDER CANCELLED ITEM; CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	\$114.02
18003606	ULINE - Attn: ACCOUNTS RECEIVABLES	GROUPS SUPPLIES	FACILITIES SERVICES	010	\$1,428.97
18003649	EMPIRE CLEANING SUPPLY	CUSTODIAL SUPPLIES	FACILITIES SERVICES	010	\$50.37
18003650	LOWE'S HOME IMPROVEMENT	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	\$106.23
18003666	SOUTHWINDS TRANSPORTATION	C/O 1: INCREASE BY \$671.85; STUDENT TRANSPORTATION; VALENCIA HS; ACCOUNTS RECEIVABLE FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	\$1,988.05
18003679	AZTEC SOFTWARE ASSOCIATES, INC.	C/O 1: VENDOR NAME CHANGE; INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION; WORKABILITY GRANT	SPECIAL EDUCATION	010	\$955.39
18003686	PALI INSTITUTE	C/O 1: INCREASE BY \$285.00; FINAL PAYMENT OF OUTDOOR SCIENCE CAMP AT PALI INSTITUTE; GIFT FUNDS; BOARD APPROVED 9/7/17	ROOSEVELT ELEMENTARY	010	\$16,245.00
18003729	MOUNTAINSIDE MEDICAL EQUIPMENT INC	INSTRUCTIONAL MATERIAL	BURBANK ADULT SCHOOL	110	\$371.71
18003730	SCHOOL OUTFITTERS	CLASSROOM FURNITURE	LUTHER BURBANK MIDDLE SCHOOL	010	\$745.92
18003731	DICK BLICK CO	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	\$157.02
18003732	DICK BLICK CO	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	\$8,299

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18003733	DICK BLICK CO	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	\$2,026.57
18003734	DICK BLICK CO	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	\$248.99
18003735	DICK BLICK CO	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	\$1,264.09
18003736	DICK BLICK CO	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	\$69.14
18003737	DICK BLICK CO	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	\$1,915.19
18003738	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	\$41.41
18003739	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; TABLETS; MAA FUNDS	WASHINGTON ELEMENTARY	010	\$942.71
18003740	UME FEDERAL CREDIT UNION	CLASSROOM EQUIPMENT; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	\$56.34
18003741	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; PERKINS GRANT	BURBANK ADULT SCHOOL	110	\$193.67
18003742	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; CHROMEBOOKS; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	\$33,621.46
18003743	HEWLETT-PACKARD COMPANY	LAPTOP CHARGING CART; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	\$4,550.82
18003744	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; TABLETS; WELLNESS PROGRAM; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	\$1,815.21
18003745	AMAZON CAPITAL SERVICES	COMPUTER EQUIPMENT; WELLNESS PROGRAM; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	\$173.39
18003747	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	\$112.58
18003748	PARRISH, ROBIN	CONSULTANT AGREEMENT; THEATRE WORKSHOPS; GIFT FUNDS; BOARD APPROVED 4/19/18	EMERSON ELEMENTARY	010	\$2,400.00
18003749	IVANKOVIC, PATRICIA	REIMBURSEMENT TO TEACHER FOR SUPPLIES; SPECIAL EDUCATION	WASHINGTON ELEMENTARY	010	\$127.02
18003750	AMERICAN TECHNOLOGY SOLUTIONS, CORP.	ANNUAL SOFTWARE & MAINTENANCE FOR PROGRAM TO MANAGE 1095-C; BOARD APPROVED 6/15/17	PERSONNEL SERVICES	010	\$3,990.84
18003751	SOUTH COAST AIR QUALITY MANAGEMENT	ANNUAL GENERATOR OPERATING FEE AND EMISSIONS FEE FOR 17-18; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	\$726.75
18003752	SOUTH COAST AIR QUALITY MANAGEMENT	AIR QUALITY MANAGEMENT DISTRICT FEE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	\$131.74
18003753	WILL & COMPANY	CONSULTANT AGREEMENT; ARTIST IN RESIDENCE; LCAP-EIA/LEP & ARTS FOR ALL FUNDS; BOARD APPROVED 12/21/2017	MILLER ELEMENTARY	010	\$3,300.00
18003754	PEARSON ASSESSMENT	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	\$641.20
18003755	CROWN CITY BUSES, INC.	STUDENT TRANSPORTATION; HART HIGH SCHOOL; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	\$1,724.00

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18003756	SCHOOL SPECIALTY, INC	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	\$18.00
18003757	STAPLES BUSINESS ADVANTAGE	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	\$67.91
18003758	ACADEMIC THERAPY PUBLICATIONS ARENA PRESS	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	\$144.54
18003759	TEXTBOOK WAREHOUSE INC	BOOKS; LOTTERY FUNDS	INSTRUCTIONAL SERVICES	010	\$853.55
18003760	TOWNRIDE INC	STUDENT TRANSPORTATION; JAPANESE AMERICAN NATIONAL MUSEUM; GIFT FUNDS	WASHINGTON ELEMENTARY	010	\$97.50
18003761	TRANSIT SYSTEMS UNLIMITED, INC	STUDENT TRANSPORTATION; CASTAWAY RESTAURANT; GENERAL FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	\$420.00
18003762	EDUCATION THROUGH MUSIC L.A.	CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/7/17	MC KINLEY ELEMENTARY	010	\$10,360.00
18003763	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 12/21/17	MC KINLEY ELEMENTARY	010	\$6,075.00
18003764	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	TEXTBOOKS; ADOPTED; LOTTERY FUNDS	DISNEY ELEMENTARY	010	\$3,264.86
18003765	CHAPLIN, JOSEPH	CONSULTANT AGREEMENT; DANCE WORKSHOPS; GIFT FUNDS; BOARD APPROVED 4/19/18	EMERSON ELEMENTARY	010	\$1,500.00
18003766	AMAZON CAPITAL SERVICES	REFERENCE MATERIALS; TITLE I FUNDS	MC KINLEY ELEMENTARY	010	\$1,841.69
18003767	BASPA, INC.	CONSULTANT AGREEMENT; THEATER WORKSHOPS; GIFT FUNDS; BOARD APPROVED 4/19/18	EMERSON ELEMENTARY	010	\$1,200.00
18003768	TOLEDO PHYSICAL EDUCATION SUPPLY	PHYSICAL EDUCATION SUPPLIES	BURBANK HIGH SCHOOL	010	\$182.97
18003769	STUDIES WEEKLY INC	MAGAZINE SUBSCRIPTION; TITLE III FUNDS	MILLER ELEMENTARY	010	\$5,486.77
18003770	US GAMES	PLAYGROUND SUPPLIES	EDISON ELEMENTARY	010	\$753.34
18003771	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	\$144.54
18003772	M. WILSON CO. CONTRACTORS	CARRYOVER PO 17001491; 1617-001-TR PERMANENT MODULAR CLASSROOM; GENERAL CONSTRUCTION @ ROOSEVELT; BD 5/19/16	FACILITIES SERVICES	210	\$12,540.00
18003773	RAMALLO, GINA	REIMBURSEMENT TO SPECIAL EDUCATION COORDINATOR FOR SUPPLIES; GIFT FUNDS	SPECIAL EDUCATION	010	\$13.13
18003774	MASSADI ENTERPRISES	DSA INSPECTION SERVICES FOR ON-SITE RELOCATABLE BUILDING @ PROVIDENCIA ES; BOND FUNDS; BD 4/19/18	FACILITIES SERVICES	213	\$11,560.00
18003775	QUINTRON SYSTEMS INC	CARRYOVER PO 17001576; BID 1314-050 NETWORK INFRASTRUCTURE & 21ST CENTURY @ BURBANK HS; BD 4/20/14	TECHNOLOGY SERVICES	210	\$12,190.82
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18003776	QUINTRON SYSTEMS INC	CARRYOVER PO 117001577; BID 1314-050 NETWORK INFRASTRUCTURE & 21ST CENTURY @ MUIR MS; BD 4/20/14	TECHNOLOGY SERVICES	210	\$13,101.53
18003777	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 7/20/17	WASHINGTON ELEMENTARY	010	\$3,375.00
18003778	PIERCE, EMILY	REIMBURSEMENT TO TEACHER FOR SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	\$138.00
18003779	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR PRIVATE SCHOOL TUITION, OCCUPATIONAL THERAPY & BEHAVIOR SERVICES; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$12,500.00
18003780	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR TUTORING SERVICES, VISION THERAPY AND COUNSELING; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$2,000.00
18003781	ESQUIVEL, MARIA	REIMBURSEMENT TO TEACHER FOR MEETING SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	\$600.98
18003782	CENTER FOR VISION DEVELOPMENT OPTOMETRY, INC.	CONSULTANT AGREEMENT; VISION ASSESSMENT; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$900.00
18003783	ACTIVE NETWORK, LLC	PROFESSIONAL SERVICES; MAA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	\$447.00
18003784	SCHOOL APPTITUDE LLC	MOBILE APP DEVELOPMENT & HOSTING; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	\$1,996.00
18003785	CALDWELL FLORES WINTERS, INC.	CONTINUING DISCLOSURE PREPARATION & FILING FEE	BUSINESS OFFICE	010	\$3,425.00
18003786	CLENDENIN, ERIN FIEDLER	CONSULTANT AGREEMENT; PHOTOGRAPHY CLASSES; GIFT FUNDS; BOARD APPROVED 10/5/17	JEFFERSON ELEMENTARY	010	\$5,109.74
18003787	TRAMUTOLA LLC	CONSULTANT AGREEMENT; BUSD FINANCIAL & PROGRAM NEEDS; ONE-TIME FUNDS; BOARD APPROVED 4/19/18	SUPERINTENDENT 'S OFFICE	010	\$39,000.00
18003788	SCORPIO ENTERPRISES; AIREMASTERS AIR CONDITIONING	CUPCCAA FC1718-058 FURNISH AND INSTALL SOUND BLANKETS @ STEVENSON ES AFTERSCHOOL VILLAGE; BOND FUNDS; BOARD APPROVED 1/18/18	STEVENSON ELEMENTARY	210	\$9,800.00
18003789	ACADEMIC THERAPY PUBLICATIONS ARENA PRESS	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	\$385.44
18003790	HATCH & CESARIO	LEGAL FEES	INSTRUCTIONAL SERVICES	010	\$40.00
18003791	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR TRAVEL EXPENSES; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$1,052.40

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18003792	FREEMAN, PHD B J	CONSULTANT AGREEMENT; INDEPENDENT PSYCHOLOGICAL EDUCATIONAL EVALUATION; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$5,000.00
18003793	UME FEDERAL CREDIT UNION	ANNUAL SOFTWARE SUBSCRIPTION; QUIZLET; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	\$167.95
18003794	PALLOS, VICTOR	CONSULTANT AGREEMENT; SUPPORT IN PREPARATION OF TEACHER OF THE YEAR PROGRAM	PERSONNEL SERVICES	010	\$800.00
18003795	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; ACCOUNTS RECEIVABLE; BOARD APPROVED 2/1/18	PROVIDENCIA ELEMENTARY	010	\$4,050.00
18003796	PUMPIAN-MINDLIN, ILYA	REIMBURSEMENT TO OFFICE MANAGER FOR BOOKS	BURBANK ADULT SCHOOL	010	\$23.61
18003797	DEVRIES, KELLIE	REIMBURSEMENT TO SPECIAL EDUCATION TECHNICIAN FOR MEETING SUPPLIES	SPECIAL EDUCATION	010	\$35.42
18003798	HATCH & CESARIO	LEGAL FEES	INSTRUCTIONAL SERVICES	010	\$722.00
18003799	RENAISSANCE LEARNING	ACCELERATED READER & STAR READING SUBSCRIPTION RENEWAL; TITLE I FUNDS; BOARD APPROVED 6/15/17	LUTHER BURBANK MIDDLE SCHOOL	010	\$32,674.26
18003800	PEARSON ASSESSMENT	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	\$214.13
18003801	PEARSON ASSESSMENT	INSTRUCTIONAL MATERIALS; TITLE III FUNDS	DISNEY ELEMENTARY	010	\$1,389.35
18003802	PEARSON ASSESSMENT	INSTRUCTIONAL MATERIALS; TITLE III FUNDS	MC KINLEY ELEMENTARY	010	\$1,389.35
18003803	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT; PROJECTOR; BOND FUNDS	STEVENSON ELEMENTARY	210	\$1,072.01
18003804	ANDERS, ROBYN	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR MEETING SUPPLIES	INSTRUCTIONAL SERVICES	010	\$26.38
18003805	VOLT LITES, LLC	BLANKET ORDER; EQUIPMENT RENTAL FOR BHS CONCERT; FILM LA FUNDS	INSTRUCTIONAL SERVICES	010	\$2,000.00
18003806	OKAPI EDUCATIONAL PUBLISHING INC.	INSTRUCTIONAL MATERIALS; TITLE III FUNDS	DISNEY ELEMENTARY	010	\$3,961.00
18003807	OKAPI EDUCATIONAL PUBLISHING INC.	INSTRUCTIONAL MATERIALS; TITLE III FUNDS	MC KINLEY ELEMENTARY	010	\$1,980.50
18003808	AMAZON CAPITAL SERVICES	INSTRUCTIONAL & CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	\$298.26
18003809	SUNBELT CONTROLS INC	1617-048 EMS UNIT PRICE BID @ STEVENSON AFTERSCHOOL VILLAGE; BOND FUNDS; BD 2/15/18	FACILITIES SERVICES	210	\$16,812.00
18003810	GUITAR CENTER	AUDIO EQUIPMENT & SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	\$280.58

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18003811	SUNBELT CONTROLS INC	CANCEL PO - DUPLICATE REQUISITION ENTERED: 1617-048 EMS UNIT PRICE BID FOR FOUR (4) PORTABLE CLASSROOMS @ STEVENSON ES AFTERSCHOOL VILLAGE; BOND FUNDS; BD 10/5/17	FACILITIES SERVICES	210	\$30,745.45
18003812	AMAZON CAPITAL SERVICES	BOOKS; EDUCATOR EFFECTIVENESS FUNDS	INSTRUCTIONAL SERVICES	010	\$331.13
18003813	ENCORP	ENVIRONMENTAL SERVICES @ MUIR MS; ON-GOING AND MAJOR MAINTENANCE FUNDS	MUIR MIDDLE SCHOOL	010	\$620.00
18003814	KIDSPACE CHILDRENS MUSEUM	FIELD TRIP DEPOSIT; GIFT FUNDS	CHILD DEVELOPMENT SERVICES	010	\$1,020.00
18003815	LEAH HILLER THERAPY	CONSULTANT AGREEMENT; OCCUPATIONAL THERAPY EVALUATION; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$700.00
18003816	SOCAL PSYCHOLOGY CENTER	CONSULTANT AGREEMENT; INDEPENDENT PSYCHOLOGICAL EDUCATIONAL EVALUATION; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$4,500.00
18003817	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS @ HORACE MANN CHILDREN'S CENTER; BD 7/20/17	FACILITIES SERVICES	210	\$13,434.97
18003818	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; ADDITIONAL FENCING @ HORACE MANN CHILDREN'S CENTER; BD 3/15/18	FACILITIES SERVICES	210	\$17,763.00
18003819	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; ADDITIONAL FENCING @ JEFFERSON MODULAR CLASSROOM BLDG; BD 11/16/17	FACILITIES SERVICES	210	\$33,962.00
18003820	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; ADDITIONAL FENCING @ STEVENSON ES MODULAR CLASSROOM BLDGS; BD 2/1/18	FACILITIES SERVICES	210	\$10,780.00
18003821	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; FENCING @ STEVENSON ES MODULAR CLASSROOM BLDGS; AFTERSCHOOL VILLAGE; BD 12/21/17	FACILITIES SERVICES	210	\$5,305.00
18003822	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; FENCING @ DISNEY ES MODULAR CLASSROOM BLDGS; BD 2/15/18	FACILITIES SERVICES	213	\$6,885.00
18003823	DeBARROS, SANDRA	REIMBURSEMENT TO PRINCIPAL FOR TRAVEL; ACCOUNTS RECEIVABLE FUNDS	JEFFERSON ELEMENTARY	010	\$64.00
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Fiscal Year: 2018

BOARD DETAIL REPORT

Printed between 04/24/2018 & 05/07/2018					
PO Number	Vendor	Description	Site	Fund	Total Amount
18003824	AMAZON CAPITAL SERVICES	TECHNOLOGY AND MEETING SUPPLIES; GIFT FUNDS; WELLNESS PROGRAM	JOHN BURROUGHS HIGH SCHOOL	010	\$83.84
18003825	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; PEDESTRIAN GATE @ ROOSEVELT ES; BD 11/2/17	FACILITIES SERVICES	010	\$14,793.00
18003826	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; FENCING FOR RELOCATABLE TK CLASSROOMS @ PROVIDENCIA ES; BD 1/18/18	FACILITIES SERVICES	010	\$1,847.75
18003827	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; ADDITIONAL FENCING FOR RELOCATABLE CLASSROOM BLDG @ PROVIDENCIA ES; BD 2/15/18	FACILITIES SERVICES	010	\$4,037.00
18003828	WESTERN FENCE & SUPPLY CO.	BID 1516-056 2016 FENCING UNIT PRICE BID FOR PUBLIC WORKS CONTRACTS; EXTENSION OF EXISTING FENCE FOR TOP BLEACHERS @ JBHS; BD 2/1/18; SAFETY CREDITS	FACILITIES SERVICES	010	\$5,188.79
18003829	USA SHADE & FABRIC STRUCTURES INC	FC1718-092 FURNISH AND INSTALL SHADE STRUCTURE @ MAGNOLIA PARK SCHOOL; BD 12/21/17	FACILITIES SERVICES	010	\$19,530.28
18003830	ALL AMERICAN TROPHY & ENGRAVING CO	TEACHER OF THE YEAR AWARDS	JOHN BURROUGHS HIGH SCHOOL	010	\$75.70
18003831	SWEETWATER SOUND INC	AUDIO EQUIPMENT; GIFT FUNDS	EDISON ELEMENTARY	010	\$929.66
18003832	UME FEDERAL CREDIT UNION	PHOTOBOOTH RENTAL FOR PROMOTION; GIFT FUNDS	EMERSON ELEMENTARY	010	\$297.85
18003833	CITY OF BURBANK	PROMOTION POOL PARTY; GIFT FUNDS	EMERSON ELEMENTARY	010	\$540.00
18003834	JOSTENS, INC.	GRADUATION DIPLOMA CERTIFICATES	BURBANK ADULT SCHOOL	010	\$157.35
18003835	COUNTY OF LOS ANGELES PUBLIC HEALTH	ANNUAL ADMINISTRATIVE FEES FOR BACKFLOW ASSEMBLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	\$1,760.00
18003836	ARAKELIAN, VLADIMIR	DJ SERVICES; GIFT FUNDS	EMERSON ELEMENTARY	010	\$300.00
18003837	ANDERSON, LAURA	CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND TRAINING; ACCOUNTS RECEIVABLE; BOARD APPROVED 4/19/18	PROVIDENCIA ELEMENTARY	010	\$1,250.00
18003838	EDUCATION THROUGH MUSIC L.A.	CONSULTANT AGREEMENT; MUSIC CLASSES; GIFT FUNDS; BOARD APPROVED 10/5/17	WASHINGTON ELEMENTARY	010	\$13,808.00
18003839	APPLE COMPUTER ED SALES	APPLE EDUCATION VOUCHER; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	\$30.00
18003840	MARCY COOK	CONSULTANT AGREEMENT; MATH PROFESSIONAL DEVELOPMENT; EDUCATOR EFFECTIVENESS FUNDS; BOARD APPROVED 5/3/18	DISNEY ELEMENTARY	010	\$10,000.00
					305

Fiscal Year: 2018

BOARD DETAIL REPORT

Printed between 04/24/2018 & 05/07/2018					
PO Number	Vendor	Description	Site	Fund	Total Amount
18003841	R FURBUSH INC.	CONSULTANT AGREEMENT; OCUPATIONAL THERAPY IEE; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$1,750.00
18003842	DOUGLAS SPEECH ASSOCIATES	CONSULTANT AGREEMENT; SPEECH & LANGUAGE IEE; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$1,200.00
18003843	CITY OF BURBANK/FIRE DEPARTMENT	FIRE INSPECTION; MCKINLEY ELEMENTARY ATB	CHILD DEVELOPMENT SERVICES	120	\$50.00
18003844	PLAYSENSE INC.	CONSULTANT AGREEMENT; OCCUPATIONAL THERAPY IEE; SPECIAL EDUCATION; BOARD APPROVED 4/19/18	SPECIAL EDUCATION	010	\$2,200.00
18003845	DYNAMIC INTERVENTIONS, INC.	CONSULTANT AGREEMENT; INDEPENDENT PSYCHOLOGICAL EDUCATIONAL EVALUATION; SPECIAL EDUCATION; BOARD APPROVED 5/3/18	SPECIAL EDUCATION	010	\$3,000.00
18003846	PACIFIC COACHWAYS CHARTER SERVICES INC	STUDENT TRANSPORTATION; THE BROAD MUSEUM; GENERAL FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	\$591.25
18003847	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; KNOTT'S BERRY FARM; GIFT FUNDS	JEFFERSON ELEMENTARY	010	\$2,116.53
PO Count:			152	Total:	\$1,996,224.07

Fiscal Year: 2018

BOARD DETAIL REPORT

Printed between 04/24/2018 & 05/07/2018

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	130	\$422,025.91
110	Adult Education Fund	2	\$565.38
120	Child Development Fund	2	\$12,750.00
130	Cafeteria Fund	1	\$665,000.00
210	Building Fund	15	\$833,069.78
213	Building Fund - 3rd Issuance	2	\$18,445.00
250	Capital Facilities Fund	1	\$44,368.00
		Total:	\$1,996,224.07

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
5660746	5660749	24511550	24511560
5661219	5661263	24514531	24514542
5663427	5663433	24522969	24523051
5664590	5664593	384566	384657
5666211	5666259	24525435	24525514
5669606	5669613	24506085	24528273
5670014	5670037	24530994	24531023
5670497	5670675	24534165	24534188
5674232	5674236	385594	385596
3333698	3334387	24536858	24536862
3357878	3358000		
3386738	3387137		
3405325	3405989		
3423248	3423254		

4/26/18 - 5/10/18

\$ 9,358,348.41

4/26/18 - 5/8/18

\$ 3,540,637.61

**Burbank Unified School District
Instructional Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tom Kissinger, Assistant Superintendent, Instructional Services

PREPARED BY: Tom Kissinger, Assistant Superintendent, Instructional Services

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Instructional Consultant Services

Background:

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

Discussion/Issues:

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

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Tom Kissinger, Assistant Superintendent, 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
RATIFICATION/APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: June 7, 2018

Site	Name	Purpose	Dates	Cost	Appropriation Number & Program Name
Mann CC	Reptacular Animals	Reptacular Animals is a mobile Petting Zoo. On June 13, 2018, Horace Mann Children's Center will provide a petting zoo activity for the children. Each classroom will have an opportunity to visit the petting zoo and pet/feed the animals.	6/13/18	Not to exceed \$700	010-90201.0-11100-10000-5880-5088000 (Mann Gift Account)
Stevenson	California Weekly Explorer	CA Weekly Explorer's brings an engaging, interactive educational experience "in-school" field trip experience to students. At Stevenson, students will learn about history curriculum through literacy and the arts.	3/4/19 3/6/19 3/25/19 4/12/18	Not to exceed \$780 \$780 \$450 \$780	010-90201.0-11100-10000-5810-2158200 (Stevenson Gift Account)
Stevenson	Sophie Olson/ SODE	Ms. Olson is the owner of SODE School of Performing Arts, earned her degree from the Canadian College of Performing Arts. At Stevenson, she will be providing dance instruction to students in grades K-5.	8/13/18 through 12/1/18	Not to exceed \$17,775	010-90201.0-11100-10000-5810-2158700 (Stevenson Gift Account)
Stevenson	Gustavo Garcia	Mr. Garcia earned his MA from Harvard Graduate School of Education. He is currently a Multidisciplinary artist/writer with international experience exhibiting directing/curating and publishing. At Stevenson, he will provide professional development for staff on film making using an ipad. He will also provide a workshop for 4 th grade students consisting of 9 weeks of classes on film making .	8/21/18 through 11/5/18	Not to exceed \$5,500	010-90201.0-11100-10000-5810-2158700 (Stevenson Gift Account)
Harte	Robyn Kreisberg	Ms. Kreisberg is a retired music teacher from BUSD. She has taught music at Harte for the past 9 years. Next year at Harte (2018-19), she will provide vocal music instruction for all students in grades K-1.	8/14/17 through 5/24/18	Not to exceed \$500	010-90201.0-11100-10000-5850-2058200 (Harte Gift Account)
Instructional Services	Mad Science	Mad Science will provide workshops to students attending Dual Immersion summer camp.	6-4-18 through 7-12-18	Not to exceed \$2,338	010-90201.0-11100-10000-5810-7428710 (Dual Immersion Summer Gift Account)
Instructional Services	The Music Center	The Music Center will provide theatre arts workshops in Spanish to our students in the Dual Immersion summer camp.	6/7/18 through 6/26/18	Not to exceed \$980	010-90201.0-11100-10000-5810-7428710 (Dual Immersion Summer Gift Account)



Reptacular Animals
8309 Laurel Canyon Blvd #316
Sun Valley CA 91352
818-727-1594
reptacularanimals@gmail.com

Invoice

Date	Invoice #
6/13/2018	486

Bill To
Horace Mann Parent Association Horace Mann Child Development C David Hall 3401 Scott Rd, Burbank, CA 91504

Additional Event Details
School Event 140+ kids 2-5 y/o Booked Diana 05/01/18

Item	Details	Amount
Deluxe Petting Zoo	Wed, Jun 13, 2018 2:30pm - 5:30pm US/Pacific 2 animal handler with 18-20 animals for 2 hours ranging from an alpaca, mini horse or donkey, goat, sheep, ducks, chickens, guinea hens, bunnies, pig, pea hen or turkey.	475.00
Add 1 hour		125.00
Travel Fee		25.00
Add Canopy	Canopy for shade 10 x 10	25.00
Add Turp and Hay		50.00

Want us to stay longer? It's \$60-\$100 for a handler or \$100-\$150 for each additional hour-(price varies depending on number of handlers)

Running late behind schedule? We can delay starting the show but will shorten it so we still leave at the original time. Or if we are able to stay longer than scheduled, then we can delay starting the show, you will receive the full time, and we charge \$5 for every 5 minutes from the original start time.

Total	\$700.00
Payments/Credits	-\$300.00
Balance Due	\$400.00

California Weekly Explorer, Inc.

15052 Red Hill Avenue, Suite G

Tustin, CA 92780

714-247-2250

fax - 714-247-2254

email - info@californiaweekly.com

web site - www.californiaweekly.com

Corporation

California Weekly Explorer was incorporated under the laws of the State of California in October, 1979 for the purpose of advancing and enhancing the teaching and learning of social studies in the schools of the state by developing and providing unique materials and programs. It specializes in live social studies live workshops for grades 4, 5, and 6 in the area of California, American, and Ancient World history and geography. The presentations include *Walk Through California*, *Walk Through the American Revolution*, and *Walk Through the Ancient World*. The late Rice Donald Oliver was the executive publisher and founder. Betty Oliver is the president of the corporation. Rice Oliver had been a teacher in both junior high and senior high schools in California. He had also been a high school principal and an educational consultant in developing and establishing new schools. His experience included the development of curriculum and the screening and hiring of teachers and other staff for schools. In addition, he had been employed by several large publishing companies in the development and implementation of social studies curriculum materials and state adopted text series.

Administration

Mr. Oliver developed the California Weekly Explorer, the California history and geography newspaper that has been used in fourth grade classes throughout the state for over 37 years. He also created and produced the *Walk Through California*, a two and a half hour live student involvement program that has been presented in thousands of classrooms in every area of California during the past 35 years. This program has become known as "the field trip that comes to your school" and has received many favorable reviews from educators and historical organizations, including the American Association for State and Local History award for innovative teaching of state and local history. He is the author of many articles for various publications and his book, *Student Atlas of California*, is now in its 5th edition and is a standard reference source for classrooms and libraries all over the United States.

Betty Oliver, the current owner of the company, has served as an administrative secretary in law firms and for non-profit organizations. She has taught classes on the high school level and is a contributor to the development of many of the programs of CWE, Inc. Barry Hovis currently supervises the daily operation of the corporation. He has been in management for over thirty years for various businesses and non-profit organizations. He has been involved in the writing and production of many of the presentations for CWE.

Education Staff

CWE employs qualified personnel to present the hundreds of programs scheduled by schools each year. In addition to their academic training, all of them have a wide variety of communication talents that enables them to motivate and educate students in captivating ways. Their backgrounds include teaching, music, magic, acting, cheer leading, naturalist and museum experience. Each employee is knowledgeable in the subject areas covered by the programs and has completed additional company training in presentation and student management techniques. Every week, CWE receives praise from teachers, parents, and students concerning the dedication, energy and enthusiasm of its presenters. All employees are cleared through fingerprinting and background checks with the California Department of Justice as required by PC11105 for certification for criminal records check in compliance with AB 1610 and AB 1612. In addition, CWE completes a background check with past employers and references for each newly hired employee.

Legal Compliance

CWE, Inc. complies with all local state and federal laws in employment practices and regulations. All employees are covered by WORKMEN'S COMPENSATION INSURANCE and certification is available upon request. The company is covered by BUSINESS LIABILITY AND MEDICAL INSURANCE. All company and employee cars are additionally insured.

CALIFORNIA WEEKLY EXPLORER®

Producers of the Walk Through Presentations



A *Walk Through* is an engaging and interactive educational presentation utilizing friendly competition and lively retelling of common core history curriculum; "Walk Through California" for fourth grade, "Walk Through the American Revolution" for fifth grade, and "Walk Through the Ancient World" for sixth grade. Many consider the 2 ½ hour experience to be an unforgettable "in-school field trip."



Walk Through California™ This presentation is designed to allow your students to actively participate in a lively retelling of California's rich history. Through the use of games, music, and storytelling, history will come alive! Walk Through California is California Weekly's first Walk Through presentation and continues to be presented to thousands of classrooms each year. The program focuses on major events that shaped our great state of California. Drama, dance, games, and music support students' listening skills, vocabulary development, history and geography standards. A large topographical map of California is built for students to experience California's geography hands-on.

Walk Through the American Revolution™ This presentation is designed to allow your students to actively participate in a lively retelling of our nation's beginnings. Through the use of games, music, and storytelling, history will come alive! This dynamic program has become one of our most popular classroom experiences. Students explore the famous events, historical figures, and relevant vocabulary of this pivotal point in America's history. Through dramatic activities, students "become" famous men and women of the American Revolution. Flags, maps, re-enactments, music, and games help students explore and understand the importance of American liberty and patriotism.



Walk Through the Ancient World™ This program is designed to allow your students to actively participate in a rich retelling of ancient history. Through storytelling, games, and drama, history will come alive! Discover Ancient Egypt, Greece and Rome through an imaginary tour of the ancient civilizations. Students portray historical people of the past, such as Julius Caesar, Cleopatra, and Socrates as well as broaden their understanding of these ancient times through use of maps, timelines, and games. Creative expression, note taking, and vocabulary development are fostered and encouraged. This presentation provides an excellent overview that can be used as an essential point of reference throughout the school year.

CALIFORNIA WEEKLY EXPLORER, INC., 15052 RED HILL AVE, SUITE G, TUSTIN, CA 92780

714-247-2250 EXT 1002 WWW.CALIFORNIAWEEKLY.COM

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 14 of May 2018 and between the Burbank Unified School District, hereinafter referred to as "District", and California Weekly Get Explorer, Inc. hereinafter referred to as "Consultant."

Payee's Name: California Weekly Explorer Social Security or Federal I.D. # 95-343382 Daytime Phone Number 714-247-2250 ext 100

Mailing Address: 1552 Red Hill Ave, Ste G, Tustin CA 92780

Sponsoring Administrator: Christina Desiderio

Board Approval: June 7, 2018

Account Code: 010-90201.0-11100-10000-5810-2158200

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 \$ 1560⁰⁰
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: 3/4/19 and terminating on 3/6/19.
4. Consultant will provide the following services:
Interactive educational presentation of Standard-based history curriculum through literacy and arts.
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

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

Thomas A. Kwaniga
Fiscal Services Administrator

Date 6-8-18

[Signature] 5/16/18
Consultant Date

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

Revised 08/10



15052 Red Hill Ave., Suite G
Tustin, CA 92780
714-247-2250

Walk Through Presentations Pro Forma Invoice

DATE	ORDER #
5/16/2018	PS18-8594
PO NUMBER	

BILL TO
R. L. Stevenson Elementary Attn: Ann Marie Goulding 3333 Oak Street Burbank, CA 91505-3514

LOCATION
R. L. Stevenson Elementary Lead: Ann Marie Goulding 3333 Oak Street Burbank, CA 91505-3514 LOS ANGELES

CONTACT			PHONE		DUE DATE	
Ann Marie Goulding anngoulding@burbankusd.org			8185585522		3/6/2019	
ITEM	DESCRIPTION	PROGRAM DATE	RATE	TRAVEL	AMOUNT	
5002	Walk Through the American Revolution (two presentations)	3/4/2019	660.00	120.00	780.00	
5002	Walk Through the American Revolution (two presentations)	3/6/2019	660.00	120.00	780.00	
	Sub Total:				1,560.00	
			TOTAL DUE:		\$1,560.00	
			AFTER DUE DATE:		\$1,716.00	

All inquiries regarding Consultant Agreements and/or Certificates of Insurance should be directed to operations@californiaweekly.com.

60 days notice required for cancellation/changes in program dates. If program is cancelled past the 60 day notice, payment is due in full.

No more than 36 students per program.

Prices above are discounted prices and must be paid by due date. If paid after due date, prices will reflect the non-discounted price with is 10% higher.

Payments may be made by check or credit card only.
Purchase Orders are not considered payment

Mail checks to CWE office. DO NOT give payment to presenters.
Credit Card payments may be made by calling 714-247-2250
Payments should be made out to "California Weekly Explorer, Inc."
Please reference your order number on the check.

This is a pro forma invoice and does not reflect payments that may have been received.
Please call us at 714-247-2250 with any billing questions.



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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 16 of May ²⁰¹⁸ 2016 by and between the Burbank Unified School District, hereinafter referred to as "District", and California Weekly Explorer Inc. hereinafter referred to as "Consultant."

Payee's Name: California Weekly Explorer Inc. Social Security or Federal I.D. # 95-94339 Daytime Phone Number 714-241-2250 ext 1001

Mailing Address: 15052 Red Hill Ave, Ste G Tustin CA 92780

Sponsoring Administrator: Christina Desiderio

Board Approval: June 7, 2018

Account Code: 010-90201.0-11100-10000-5810-2158200

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 \$ 1230⁰⁰
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: 3/25/19 and terminating on 4/12/19.
4. Consultant will provide the following services:

Interactive educational presentation of standards-based history curriculum through literacy and art

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

Burbank Unified School District of Los Angeles County

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

Thomas A. Koenigs

Fiscal Services Administrator

Date 6-8-18

[Signature]

Consultant

5/14/18

Date

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

Revised 08/10



15052 Red Hill Ave., Suite G
Tustin, CA 92780
714-247-2250

Walk Through Presentations Pro Forma Invoice

DATE	ORDER #
5/16/2018	PS18-8486
PO NUMBER	

BILL TO
R. L. Stevenson Elementary Attn: Jennifer 3333 Oak Street Burbank, CA 91505-3514

LOCATION
R. L. Stevenson Elementary Lead: Jennifer Fieweger 3333 Oak Street Burbank, CA 91505-3514 LOS ANGELES

CONTACT			PHONE		DUE DATE	
Jennifer Fieweger jenfieweger@yahoo.com			8054102851		4/12/2019	
ITEM	DESCRIPTION	PROGRAM DATE	RATE	TRAVEL	AMOUNT	
4001	Walk Through California (single presentation)	3/25/2019	330.00	120.00	450.00	
4002	Walk Through California (two presentations)	4/12/2019	660.00	120.00	780.00	
	Sub Total:				1,230.00	
			TOTAL DUE:		\$1,230.00	
			AFTER DUE DATE:		\$1,353.00	

All inquiries regarding Consultant Agreements and/or Certificates of Insurance should be directed to operations@californiaweekly.com.

60 days notice required for cancellation/changes in program dates. If program is cancelled past the 60 day notice, payment is due in full.

No more than 36 students per program.

Prices above are discounted prices and must be paid by due date. If paid after due date, prices will reflect the non-discounted price with is 10% higher.

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Please reference your order number on the check.

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 22nd of May, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and SOPE hereinafter referred to as "Consultant."

Payee's Name: S. Olson Entertainment Social Security or Federal I.D. # _____ Daytime Phone Number 889135863

Mailing Address: 4566 Cleland Ave. LA CA 90065

Sponsoring Administrator: Christina Desiderio

Board Approval: June 7, 2018

Account Code: 010-90201.0-11100-10000-5810-2158700

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

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of \$17,775
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: Aug 13, 2018 and terminating on Dec. 1, 2018
4. Consultant will provide the following services:

Weekly dance instruction to students in K-5.

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

Burbank Unified School District of Los Angeles County

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

Thomas A. Jennings

Fiscal Services Administrator

Date

[Signature]

Consultant

5.22.2018

Date

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

Revised 08/10



SCHOOL OF PERFORMING ARTS COMMITMENT

CONTRACT

The Commitment (The Agreement) is made and effective on May 22, 2018.

BETWEEN: (THE FIRM) SODE School of Performing Arts (Sophie Olson) Sophie Olson, 4566 CLELAND AVENUE, LOS ANGELES CALIFORNIA 90065

And: (THE CLIENT) Burbank Unified School District _____, CA, 91505
Under the direction of Stevenson Elementary and Family for Stevenson (FFS) (Christina Desiderio) _____ and/or Martha Bellomy) Martha Bellomy, 3333 Oak Avenue, Burbank

WHEARAS the parties agree to certain terms of service performed by (THE CLIENT) Burbank Unified School District, (THE FIRM) SODE School of Performing Arts.

THEREFORE, the parties agree as follows;

• TERMS

This commitment form is to serve as Client's written authorization from the FIRM to perform services and/or contract for described below items or services. Client's and Firm's signature indicates the understanding of estimated prices, policies and creative exclusivity between both parties.

• DESCRIPTION OF SERVICES

- SODE School of Performing Arts will be the sole, organization with agreement with Burbank Unified School District and Family For Stevenson to teach **Dancing Through Holidays** (12 week in-school dance program-\$16,500) and Stepping Stones Extended Dance Program 2019 (\$1,275.00). \$17,775 CD
- SODE School of Performing Arts and Stevenson Elementary/FFS understand the duties provided by SODE School of Performing Arts which include but is not limited to performing arts instruction, content, show creation, provision of SODE approved teaching staff, creation of dance curriculum and choreography. The above listed meets the client's needs. CD.
- Burbank Unified School District has agreed to pay a total



SOPHIE OLSON

Teaching Artist
 4566 Cleland Avenue Los Angeles CA 90065
 Cell: 818-913-5863
msgoprincess@yahoo.com
www.sophieolsondanceexplosion.com

TEACHING ARTIST EXPERIENCE

S. Olson Entertainment Inc., Los Angeles CA.....April 2016 to present

***President and founder of S. Olson Entrainment Inc.**

- Create and provide performing arts education curriculum (pre-school to high school age) for in-school programming and after school in French, English and Special Education
- Create and train performing arts teachers
- Provide show production, choreography and multi-media services

A Noise Within, Pasadena CA.....June 2015 to present

***Movement Coach/Choreographer**

- Create dance curriculums to supports a Shakespeare program for students 5 to 18 years old
- Choreograph end of summer productions

Burbank Unified School District, Burbank CA.....September 2014

***Created a Common Core Teacher Development Program: Spotlight on Dance**

- Worked closely with Peggy Flynn to create a dance program that would help BUSD teachers incorporate dance in the classroom
- Created manuals, information sheets and choreography
- Lead warm-ups, gave lectures and custom made 24 online videos that provided structured dance lessons and classroom exercises

SODE School of Performing Arts, Los Angeles CA.....September 2010 to present

***Director**

- Create performing arts curriculums, programs, training manuals and lesson plans for public and private schools in Burbank, Glendale and Los Angeles
- Create a teacher training programs for teaching artists
- Interview, hire and train teaching artist
- Create and provide performing arts education curriculum (pre-school to high school age) for in-school programming and after school in French and English
- Choreograph special events for schools and students if all ages and abilities
- Teach the California Dance Standards (French and English)
- Grant writing

Recreation Plus Camp.....Summer 1997

Cornwall, Ontario, Canada

***Dance Teacher/ Choreographer**

- Responsible for organizing the "*Art and Dance*" session of the camp
- Taught jazz, tap and musical theater to children from 5 and 13 years old
- Created Arts and Craft with a theater theme
- Taught children stage presence and creative expression
- Gained experience working with children who have behavior problems and learning disabilities

Top Hat School of Dance.....September 1995 to 1997

Cornwall, Ontario, Canada

***Dance Teacher/Choreographer**

- Taught jazz, street jazz, tap, modern and hip hop for dancers from 6 years old to adult
- Choreographer for festivals and dance competitions across Canada and the U.S.
- Choreographed numerous dance numbers for competitions across Canada

EDUCATION**The Canadian College of Performing Arts**

Sept.1998- April 1999

Graduated with honors in Musical Theater

Randolph School of Performing Arts

Sept.1997-April 1998

Ecole Secondaire Public De La Salle

Sept.1995- April 1997

Ontario Scholar Diploma

Ecole Secondaire La Citadelle

Sept.1993- June1995

CERTIFICATIONS

Certified AFPA Prenatal and Post Natal Fitness Consultant

Certified Yoga Instructor

Certified Physique 57 Instructor

Certified Yoga Blend Instructor

Certified Pure Barre Instructor

MEMBERSHIPS

Proud member of the National Dance Education Organization

Women in Film

ACTRA

SPECIAL SKILLS

Fluent in French and English, Legal to work in Canada and the US, Over 20 years of dance and theater instruction, CPR/Red Cross certified

Burbank First Academy, Burbank CA.....March 2012 to February 2013

***Director of Programs and Performing Arts and Fitness Teacher**

- Hire, interview and train teachers
- Create a training manual and teaching formula for dance instructors
- Create class schedule, oversee registration, set up studio policies, tuition and special events
- Oversee academy publicity, outreach programs, community involvement, and create and train a competition team
- Director/Creator of Burbank First Academy summer camp show "Come Fly with Me"
- Teach a variety of dance, performing arts and fitness classes

Garri Dance Studios, Burbank CA.....July 2006 to June 2011

***Dance Teacher**

- Dance teacher for Mommy and Me, Kinder 1 and Kinder 2 classes, Hip Hop, Jazz, Tap and Triple Threat of all levels
- Creator of Film and TV workshops
- Created Sophie's Cardio Strength, Bootcamp, Yoga and Adult dance classes
- Choreographer for the end of year show
- Taught after school programs and in-school programs in elementary schools in Burbank

The Dena Wosk School of Performing Arts.....September 2001 to July 2004
Vancouver, B.C.

***Dance teacher /Head of the Jazz Department**

- Dance teacher/choreographer in jazz, hip-hop, tap, modern, ballet and musical theater for students for pre-school age to adults
- Created an *Intensive Jazz Dance* program designed for advanced students, taught dance history, technique and different dance genres
- Created dance curriculums and lesson plans for students of all ages and capability
- Lead "*dance-a-thons*" and master dance classes for all dance styles
- Created Summer Musical Theater Camps for recreational dancers of all ages

Gotta Sing Gotta Dance.....Spring 2003
Vancouver, B.C.

***Audition Choreographer**

- Trained, choreograph and select students for Summer Intensive *Gotta Sing, Gotta Dance*

Le Ballet National du Canada.....Winter 1997
Toronto, Ontario

***History and Archive/Tour Production Assistant**

- Assisted Dance Historian and Archive Director in filing, note taking and administrative support on tour
- Production Assistant to

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of May 2018 by and between the Burbank Unified School District, hereinafter referred to as "District", and Gustavo Garcia hereinafter referred to as "Consultant."

Payee's Name: Gustavo Garcia Social Security or Federal I.D. # _____

Daytime Phone Number (323) 850-0652

Mailing Address: PO Box 3434
Los Angeles, Ca 90078

Sponsoring Administrator: Christina Desiderio

Board Approval: June 7, 2018

Account Code: 010-90201.0-11100-10000-5810-2158700

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

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of \$5500.
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: Aug 21, 2018 and terminating on Nov 5, 2018
4. Consultant will provide the following services:

PD Filmmaking Workshops + Filmmaking Workshops for 4th gr.

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

Burbank Unified School District of Los Angeles County

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

Thomas A. [Signature]
Fiscal Services Administrator Date 7-8-18

[Signature] 5/21/2018
Consultant Date

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

Revised 08/10

Gustavo Alberto Garcia Vaca
 P.O. Box 3434 • Los Angeles, CA • 90078-3434
 323.850.0652 Phone • gustavo@chamanvision.com Email

R.L. Stevenson Elementary School Filmmaking Workshops
 Teaching Artist: Gustavo Alberto Garcia Vaca

Session 1: Monday September 10: Intro to filmmaking

- film vocabulary / visual storytelling / media literacy
- brainstorm film story
- [homework = study and write shot list from film or tv show]

Session 2: Monday September 17: Screenwriting and storyboarding

- narrative storytelling structure / screenwriting / storyboarding
- film vocabulary / visual storytelling / media literacy
- brainstorm film story
- [homework = write short script and draw storyboards of a scene]

Session 3: Monday September 24: Pre-production

- finalize screenplay/story with all students input
- discuss film departments and equipment
- students decide which department they will each be part of
- break off into each department and research
- [homework = dvd research of each department]

Session 4: Monday October 1: Pre-production

- students break into departments
- students research and rehearse
- materials testing and test shooting
- [homework = rehearse and dvd research of each department]

Session 5: Monday October 8: Production day - begin shooting

Session 6: Monday October 15: Production day - continue shooting

Session 7: Monday October 22: Screen dailies + editing/sound effects/music

Session 8: Monday October 29: Class screening + discussion + written reflection

Session 9: Monday November 5: On-campus film festival + q and a with school/visitors/professionals

Total class hours per classroom = 18 hours [2 hours per session]
 Rate = \$75 x 1 hour x 18 hours = \$1,350 x 3 classes per day = \$4,050
 + \$450 budget for film tripod, tripod mount, lights, costumes, expendables
TOTAL COST FOR THREE CLASSROOMS/FILMS = \$4,500

Gustavo Alberto Garcia Vaca
 P.O. Box 3434 • Los Angeles, CA • 90078-3434
 323.850.0652 Phone • gustavo@chamanvision.com Email

R.L. Stevenson Elementary School PD Filmmaking Workshops
 Teaching Artist: Gustavo Alberto Garcia Vaca
 4 Tuesdays from 2:30pm-4pm

Session 1: Tuesday August 21: Intro to filmmaking

- discuss film vocabulary / visual storytelling / media literacy
- discuss narrative storytelling structure / screenwriting / storyboarding
- groups brainstorm film story and write short script and draw storyboards

Session 2: Tuesday September 18: Pre-production

- discuss film departments and equipment
- camera and lighting demonstrations
- each participant decides which department they will each be part of
- groups build sets
- groups practice filming

Session 3: Tuesday October 2: Production

- groups film all scenes

Session 4: Tuesday October 16: Post-production and Screening

- editing/sfx/music/credits demonstrations
- groups edit films and add music/sfx/credits
- screening of all groups' films

Rate = \$250 per session x 4 sessions = \$1,000

TOTAL COST FOR 4 PD SESSIONS = \$1,000

PROFILE: Gustavo Alberto Garcia Vaca

Gustavo was born in Los Angeles, California of immigrant parents from Colombia. He received his Bachelor of Arts degree from Hampshire College in Amherst, Massachusetts and a Certificate from the Harvard Graduate School of Education in Cambridge, Massachusetts.

Gustavo's work spans across various disciplines - painting, speculative fiction, digital, film, photography, poetry, public art installations, fashion, comics and music. Throughout Gustavo's work, he explores metaphysical/spiritual dimensions, bridging Native American, Eastern and Western ideologies. His work incorporates both abstract and figurative methodologies, seeking to express the infinite realms of perception. In his abstract works, he seeks out the universality of emotion and the power of creativity itself. In his figurative works, he appropriates mainstream pop culture characters and world mythology elements, remixing them to unlock new connections and to critique the commodification of imagination.

Gustavo also incorporates Jazz idioms in his work, informed by his projects with the legacy and family of Nat King Cole, as well as the Alice and John Coltrane Foundation. Through his art group Unification Theory, formed with Parliament-Funkadelic visualist Overton Loyd and graffiti artist extraordinaire Man One, Gustavo fuses abstraction with street art and the philosophies of the Funk. His work with Detroit Techno producer/artist Jeff Mills builds new possibilities for the future. His artwork has been presented at the Museum of Contemporary Art, Los Angeles [MOCA], the Los Angeles County Museum of Art [LACMA], the Mori Museum/Mado Lounge in Tokyo, the Institute of Contemporary Arts [ICA] in London and the Centre Pompidou in Paris. Gustavo's visual art has been included in thematic exhibitions including "Artists Assemble" comicbook-themed art exhibition at the Museum of Latin American Art in Long Beach, "A League Supreme" Jazz-inspired art exhibition at the William Grant Still Arts Center and "Yo! What Happened to Peace?" anti-war/pro-peace art exhibition at Parco Museum in Tokyo; as well as directing/curating "The Mothership Returns" Parliament-Funkadelic tribute art exhibition at NOS in Tokyo, "Coming Soon" imaginary film poster exhibition at Meltdown Gallery and "Undocumented Ground" Los Angeles photography exhibition at Crewest Gallery. Gustavo's work spans across applications, appearing on T-shirts released by BEAMS T, ABAHOUSE/GasAsIf and SOPHNET. in Japan; on Be@rbrick toys released by Medicom Toy Corporation; and on record covers for record labels including Jeff Mills' Detroit Techno record label Axis Records and Francois K's Deep Space Dub record label.

With his writing, Gustavo constructs mysterious, labyrinthine pathways. His writings have been published in literary journals including the Mississippi Review, Rattle, Strange Horizons and the Bilingual Review, as well as poetry anthologies. His writings eschew realistic interpretation in favor of reaching towards other states of consciousness. He has created the short story and art anthologies *Interstellar Transmissions*, *The Hidden Infinities* and *The Multiple Entrance*. His comics with creator Kenny Keil act as social commentaries on the American media/entertainment industry that threatens to define/confine self-expression, race and identity. "Infinite Libraries", his award-winning text-based print series created with art director/graphic designer Hideki Nakajima, is in various public collections including the Bibliotheque Nationale de France in Paris.

As an Educator and Community Leader, Gustavo develops and directs community-based art projects, creating positive, collaborative environments that engage diverse communities of all ages/economic backgrounds to expand communication/work/life skills. He has created art-making workshops, classes, curriculum and community-based public art installations and exhibitions for LACMA, MOCA, MOLAA, USC Pacific Asia Museum, the Skirball Cultural Center and the California African American Museum. Along with his wife Alma Villegas, Gustavo has established chamanvision, an arts studio that produces art books, directs/curates art/music exhibitions/events nationally and internationally, and whose clients include Apple Computer Inc., Capitol Records, Disney, Union Bank and Warner Bros.

Through this expansive multidisciplinary approach, Gustavo has created an artistic practice that is cross-cultural and global in scope. Gustavo's website is www.chamanvision.com

Gustavo Alberto Garcia Vaca
P.O. Box 3434, Los Angeles, CA 90078-3434 USA

Multidisciplinary Artist/Writer
323.850.0652

www.chamanvision.com
gustavo@chamanvision.com

Profile:

Multidisciplinary artist/writer with international experience exhibiting, directing/curating and publishing.
Educator with experience teaching adults, college students and secondary/primary school students.
Community leader and creator of community-based art installations and exhibitions.
Creative Director of art studio with clients including Apple Computer Inc., Disney, Union Bank and Warner Bros.
Art/Teaching philosophy is to develop and create positive, collaborative creative environments that engage diverse communities of all ages/economic backgrounds, expanding communication/work/life skills.

Education:

Harvard Graduate School of Education, Cambridge, MA. Certificate in Poetry/Education, 2017
Hampshire College, Amherst, MA. BA in Writing/Theatre/Film, 1993
American Film Institute, Los Angeles, CA. Filmmaking internships, 1990
Don Bosco Technical Institute, Rosemead, CA. AS in Electronics/Computer Technology, 1989

Teaching:

LACMA - Teaching Artist in Education Department/create curriculum/conduct workshops. 2010 to Present
MOCA Los Angeles, Craft and Folk Art Museum, California African American Museum, Skirball Cultural Center,
USC Pacific Asia Museum, MOLAA. Los Angeles Unified School District, Compton Unified School District,
Claremont Unified School District - Teaching Artist/create curriculum/conduct workshops. 2008 to Present
UCLA Graduate School of Architecture and Urban Design, Aoyama Gakuin University, Carver Middle School,
Hampshire College, FIDM, artworxLA - Visiting Artist/Lecturer. 1998 to Present

Selected Solo Art Exhibitions/Projects:

2017 Momentary, LACMA, Los Angeles, CA
2016 Codex Mysterium, LACMA, Los Angeles, CA
2015 Warriors of the Five Elements, LACMA, Los Angeles, CA
2014 Painting with Light, LACMA, Los Angeles, CA
2013 Jupiter Window, LACMA, Los Angeles, CA
2012 Spirit-Animals of Gondwana, LACMA, Los Angeles, CA
2011 Milestones, Sunday Studio, MOCA, Los Angeles, CA
2010 Shadows and Prisms, NOS Ebisu, Tokyo, Japan
2009 Fathomless Dreams, loopline, Tokyo, Japan
2007 Fusion, Mori Museum Mado Lounge, Tokyo, Japan
2005 Interstellar Transmissions: Return to Pangaea, Disk Union, Tokyo, Japan
2004 Interstellar Transmissions: Language of the Universe, Disk Union, Tokyo, Japan
2003 Interstellar Transmissions, Disk Union, Tokyo, Japan

Selected Group Art Exhibitions/Projects:

2017 The Mothership Returns, NOS Shibuya, Tokyo, Japan and Meltdown Gallery, Los Angeles, CA [curator]
2016 Artists Assemble, Museum of Latin American Art, Long Beach, CA
2015 A League Supreme, William Grant Still Arts Center, Los Angeles, CA
2014 Music in Our Paint, Britweek L.A.
2013 Coming Soon, Meltdown Gallery, Los Angeles, CA [curator]
2012 Comic-Con International, WonderCon, L.A. ZineFest, DesignerCon art/book festivals [yearly]
2011 Tokyo Graphic Passport, Centre Pompidou, Paris, France
2010 Edition One Art Print Fair, LACMA, Los Angeles, CA
2009 Vibrant Visions - dublab 10th Anniversary, Continental Gallery, Los Angeles, CA
2008 Angel City Jazz Festival, Barnsdall Art Park, Los Angeles, CA
2007 Sonic Visuals, Metroplex Room, Submerge, Detroit, MI [curator]

- L.A. Art, Tower Records Shibuya, Tokyo, Japan [curator]
 2006 The Dream Scene, A+D Museum, Los Angeles, CA
 2005 Yo! What Happened to Peace?, Parco Museum, Tokyo, Japan and world tour
 2004 Undocumented Ground, Crewest Gallery, Los Angeles, CA [curator]
 Evening of Jazz featuring Alice Coltrane, El Rey Theatre, Los Angeles, CA
 2003 Up Our Sleeve, Rocket Gallery, Tokyo, Japan and world tour
 2002 Night of 1,000 Drawings, Artists Space, New York, NY
 2001 digital d.u.m.b.o., M3 Projects, Brooklyn, NY
 2000 Exposure at Zero Hour, Self Help Graphics/Galeria Otra Vez, Los Angeles, CA

Public Art Projects:

Manual Arts High School [murals], Los Angeles, CA
 Oakland Museum [temporary mural], Oakland, CA
 Dr. George Washington Carver Middle School [murals], Los Angeles, CA
 Inglewood Cultural Arts [temporary installation], Inglewood, CA
 La Ofrenda/The Offering [temporary web project], Open Studio / Freewaves, Los Angeles, CA
 Into Infinity [free art/music app], dublab with Appliya Studio and Creative Commons Japan

Films:

X102 Rediscovered the Rings of Saturn - art/epilogue, screened at Institute of Contemporary Art, London, UK
Where Light Ends - script/art, screened at the National Museum of Emerging Science and Innovation, Japan
Submerge Live - art, screened at Metamorphose Music Festival, Izu City, Japan [and DVD]

Selected Publications [writing]:

Aoharu/Young Jump manga magazine
AZURE literary journal
The Bilingual Review literary journal
Critical Multicultural Conversations book
The Mississippi Review literary journal
Rattle literary journal
Rhyme Travelers comic book
Strange Horizons online literary journal
Wax Poetics Japan music/culture magazine

Selected Publications [art]:

Beyond Fibers: The Advanced Science and Technology in the Fiber World
Fotoseptiembre
Graffiti World: Street Art From Five Continents
The Hidden Infinities
Interstellar Transmissions
The Multiple Entrance
Tokyo Graphic Passport
Typography 30

Record Label Artwork: Axis Records, Capitol Records, Creative Source Records, Deep Space Media, Los Hermanos Records, Metroplex Records, Plug Research, RAM Records, TKG Music, Underground Resistance

Feature Film Production: production assistant on films - *From Dusk Till Dawn*, *The Disappearance of Garcia Lorca*, *Selena*, *The Mask of Zorro*

Concept Art: Clients include - Apple Computer Inc., Disney, Nissan/Infiniti, Paramount, Warner Bros.

Design/Art: Clients include - Capitol Records, Los Angeles Times, Nederlander Concerts, Union Bank, Wikia

T-Shirt Artwork: Fashion brands include - ABAHOUSE/GasAslf, Beams T, SOPHNET., underground gallery

Toy: Secret Be@rbrick in Series 17, created by Medicom Toy Corporation

Press: Art In America, BET, CBS, The CW, GOOD Magazine, The Japan Times, La Opinion, Los Angeles Times, PBS, Relax, Straight No Chaser, Univision, Wax Poetics Japan

Permanent Collections: Bibliotheque Nationale de France, Paris; Museum fur Gestaltung, Zurich

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17 day of June, 2018 by and between the Burbank Unified School District, hereinafter referred to as "District", and Robyn Kreisberg hereinafter referred to as "Consultant."

Robyn Kreisberg 818-567-0900

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

Mailing Address: 321 N Beachwood Dr Burbank CA 91506
City State Zip

Sponsoring Administrator: Martha Walter, Principal M. Walter Bret Harte
Print Name Title Signature Location

Board Approval Date: June 7, 2018 Account Code: 010.-9201.0-11100-10000-5850-2058200

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

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of \$ 500 per hour ☐ / per day ☒ / per session ☐ for a total not to exceed \$ 500.
2. The term of the Agreement shall be the period commencing on 8-14-17 and terminating on 5-24-18
3. Consultant will provide the following services:

Vocal music instruction to Kindergarten and first grade students. She will teach vocal music instructions 30 minutes per week. Visual Arts/Performing Arts standards
in vocal music will be addressed and State/District adopted materials will be used

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

Burbank Unified School District of Los Angeles County

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

Thomas A. Kowicz
Fiscal Services Administrator Date

Robyn Kreisberg 5/18/18
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.

ROBYN KREISBERG

321 N. BEACHWOOD DRIVE

BURBANK, CA 91506

818-567-0900

bystander@pacbell.net

INVOICE

May 18, 2018

Bret Harte Elementary School

Services rendered

\$500.00

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 31st day of May 2018 by and between the Burbank Unified School District, hereinafter referred to as "District", and Mad Science of Los Angeles, hereinafter referred to as "Consultant."

Payee's Name: Mad Science of Los Angeles

Daytime Phone Number: 818-909-6777

Mailing Address: 15815 Monte Street, Unit 101

Sponsoring Administrator: Dr. Peter Knapik, Director of Elementary Education

Board Approval: June 7, 2018

Account Code: 010-90201.0-11100-10000-5810-7428710

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 \$2,338.00
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on May 31, 2018 and terminating on July 12, 2018.
4. Consultant will provide the following services:

Mad Science of Los Angeles will provide 5 (five) workshops during Dual Immersion Summer Camp

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

Burbank Unified School District of Los Angeles County

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

Fiscal Services Administrator

Date

Consultant

Date

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



Mad Science of Los Angeles
15815 Monte St. Unit 101
Sylmar, CA 91342

(818) 909-6777

Invoice

00032130

Bill To:

DATE: 6/12/18

Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

Customer Purchase Order: Due by 6/5		TERMS: Net 14	
QTY.	DESCRIPTION	PRICE	EXTENDED
1	Workshop - Mad Machines - 6/12/18 - 9:45 AM (26-30 kids)	\$240.00	\$240.00
1	Workshop - Mad Machines - 6/12/18 - 11:15 AM (21-25 kids)	\$220.00	\$220.00
49	Materials Fee - 20 student minimum per class (\$2 each)	\$2.00	\$98.00
1	Workshop - Kitchen Chemistry - 6/19/18 - 9:45 AM (21-25 kids)	\$220.00	\$220.00
1	Workshop - Kitchen Chemistry - 6/19/18 - 11:15 AM (1-20 kids)	\$200.00	\$200.00
1	Workshop - Movie Effects - 6/28/18 - 9:45 AM (21-25 kids)	\$220.00	\$220.00
1	Workshop - Movie Effects - 6/28/18 - 11:15 AM (21-25 kids)	\$220.00	\$220.00
3	Travel Fee - Workshop	\$20.00	\$60.00
Payment Terms: Signed Purchase Order to be on file with Mad Science office no later than 6/5/18. Workshop Location: Walt Disney Elementary 1220 W. Orange Grove Ave. Burbank, CA 91506			
Thank you for your business.		Total Amount:	\$1,478.00
		Amount Applied:	\$0.00
		BALANCE DUE:	\$1,478.00
Set Up By: Courtney			



Mad Science of Los Angeles
 15815 Monte St. Unit 101
 Sylmar, CA 91342
 (818) 909-6777

Invoice

00032131

Bill To:

DATE: 7/3/18

Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

Customer Purchase Order: Due by 6/26/18		TERMS: Net 14	
QTY.	DESCRIPTION	PRICE	EXTENDED
1	Workshop - Fantastic Fliers - 7/3/18 - 9:45 AM (1-20 kids)	\$200.00	\$200.00
1	Workshop - Fantastic Fliers - 7/3/18 - 11:15 AM (1-20 kids)	\$200.00	\$200.00
1	Workshop - Glow Show - 7/10/18 - 9:45 AM (21-25 kids)	\$220.00	\$220.00
1	Workshop - Glow Show - 7/10/18 - 11:15 AM (1-20 kids)	\$200.00	\$200.00
2	Travel Fee - Workshop	\$20.00	\$40.00
Payment Terms: Signed Purchase Order to be on file with Mad Science office no later than 6/26/18. Workshop Location: Walt Disney Elementary 1220 W. Orange Grove Ave. Burbank, CA 91506			
Thank you for your business. Set Up By: Courtney		Total Amount:	\$860.00
		Amount Applied:	\$0.00
		BALANCE DUE:	\$860.00

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 31st day of May 2018 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: 213-972-7211

Mailing Address: 135 N. Grand Avenue, Los Angeles, CA 90012

Sponsoring Administrator: Dr. Peter Knapik, Director of Elementary Education

Board Approval: June 7, 2018

Account Code: 010-90201.0-11100-10000-5810-7428710

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 \$980.00
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on May 31, 2018 and terminating on June 30, 2018.
4. Consultant will provide the following services:

The Music Center will provide two workshops with artists David Guerra on June 7, 2018 and Alvaro Asturias on June 26, 2018. These workshops will be in Spanish.

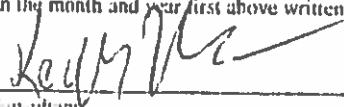
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood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

Burbank Unified School District of Los Angeles County

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

Fiscal Services Administrator

Date



Consultant

Date

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



135 NORTH GRAND AVENUE
LOS ANGELES, CA 90012

CONTRACT FOR SERVICES

May 16, 2018

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
(818)729-4400

Jennifer Goldenberg, Coordinator of EL Services
JenniferGoldenberg@burbankusd.org
(818) 729-4495

SERVICES TO BE PROVIDED SCHOOL YEAR 2017-2018

SUMMER DUAL IMMERSION STUDENT ENGAGEMENT WORKSHOPS

A. David Guerra – Theatre – Thursday, June 7, 2018	
1. Pre-workshop planning – 2 hours @ \$110.	\$220.
2. Two - one hour workshops in Spanish	\$220.
B. Alvaro Asturias – Visual Art – Tuesday, June 26, 2018	
2. Pre-workshop planning – 2 hours @ \$110.	\$220.
2. Two - one hour workshops in Spanish	\$220.
Estimated Materials	\$100.
NOT TO EXCEED PROJECT TOTAL =	
	\$980.

Burbank Unified School District

- I. This agreement shall be in effect from May 31, 2018 through June 30, 2018, or shall be effective until termination by mutual agreement, or at any time, with or without cause by giving the other party notice of such action at least 30 days prior to the effective date. Should this contract require modifications during this period, it will be amended by mutual agreement of all parties, and shall be in writing in the form of an addendum to this agreement.
- II. An invoice will be provided at the completion of services in this agreement, no later than June 30, 2018. Terms are net 30 days.

SCHEDULE: June 7, 2018 through June 26, 2018

TERMS AND CONDITIONS:

1. The Performing Arts Center of Los Angeles County (Music Center) has agreed to supply and the above named Organization has agreed to purchase the program(s) and/or workshop(s) described in SERVICES TO BE PROVIDED, above, for the total amount shown.
2. Events may be cancelled or rescheduled by the Organization with at least two business days' notice to Music Center's School Programs without penalty. The Organization will be charged for any event cancelled with less than two business days' notice.
3. In the event that a program or workshop is canceled for any reason by the artist or by the Music Center, it is understood and agreed that the program or workshop will be rescheduled at a mutually convenient time and that the Performing Arts Center of Los Angeles County will not be liable for any financial consequences.
4. NO FILMING, TAPING OR VIDEO TAPING OF ANY PROGRAM IS PERMITTED, DUE TO CONTRACTUAL AND UNION RESTRICTIONS.
5. Workshop and performance space, program equipment and/or materials are the responsibility of the Organization. Material charges referenced above refer only to additional material to be provided by the artist and/or the Music Center.

Please sign, date and return one copy to Music Center School Programs, attention: Keith Wyffels, by June 7, 2018

Performing Arts Center of Los Angeles County
Keith Wyffels, Associate Vice President of Education

Date

5/17/18

Burbank Unified School District
Dr. Peter Knapik

Date

**Burbank Unified School District
Special Education Department**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tom Kissinger, Assistant Superintendent, Instructional Services

PREPARED BY: Tom Kissinger, Assistant Superintendent, Instructional Services

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Amended Reimbursement for Parent Transportation
(Special Education)

Background:

Student 900003660 currently attends a Non Public School (NPS) outside the local area. Per Student's Individualized Educational Plan (IEP), Student's parent is eligible to receive related services of travel reimbursement to cover two round trips to visit the student per calendar year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for travel related costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

The estimated cost for the reimbursement for travel to Student's Parent is ~~\$3,000~~. \$4,500

Recommendation:

Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, amend the travel reimbursement to the parents of Special Education student 900003660 to cover two parent visits/trips per calendar year, not to exceed \$3,000 (01.0-65000.0-50010-36000-5813- 7440000), effective December 22, 2017 through December 22, 2018, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: This amendment corrects the dollar amount to read \$4,500. The original agreement was for \$3,000; an increase of \$1,500.

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)

Background:

The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as education law. Services may also include preparation for and representation in court.

Discussion/Issues:

Hatch & Cesario Attorneys-At-Law will provide legal services in regards to various special education matters.

Fiscal Impact:

Not to exceed \$70,000

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2018 through June 30, 2019, not to exceed \$70,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Burbank Unified School District ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	\$225.00
Sr. Associates	\$200.00
Jr. Associates	\$190.00
Education Consultant	\$160.00
Law Clerk	\$140.00
Paralegal	\$125.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.20 per page
Facsimile	\$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

- A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, and 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.

Agreement for Legal Services
Page 4 of 4

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, 2018 through June 30, 2019, 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

Tom Kissinger,
Assistant Superintendent

Hatch & Cesario, Attorneys-at-Law

Melissa Hatch,
Partner

Date:

5/14/18

Date:

May 14, 2018

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, Best Best & Krieger Attorneys at Law (Special Education)

Background:

The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as education law. Services may also include preparation for and representation in court.

Discussion/Issues:

Best Best & Krieger will provide legal services in regards to various special education matters.

Fiscal Impact:

Not to exceed \$30,000

Recommendation:

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



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 568-2611

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448

Ontario
(909) 989-8584

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Riverside
(951) 686-1450

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

Lauri A. Arrowsmith
(949) 263-6564
lauri.arrowsmith@bbklaw.com

May 15, 2018

VIA E-MAIL

Ms. Tamara Schiern
Director on Special Education
Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

Re: Engagement Letter

Dear Ms. Schiern:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent Burbank Unified School District ("BUSD"). Specifically, we will be representing BUSD in various special education matters. This letter constitutes our agreement setting the terms of our representation. If you want us to represent BUSD and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your firm. Similarly, your firm's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your firm. Based on our recent conflicts check, we can represent BUSD as there does not appear to be any conflicts identified.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for all legal services under this agreement as follows: \$255.00 per hour for partners and of counsel attorneys; \$235.00 per hour for associate attorneys; \$150.00 per hour for law clerks; and \$150.00 per hour for paralegals. Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of BUSD, as well as other specific expenses, will be billed in addition to the amount billed for fees. These fees do not include automobile mileage at the federal statutory rate, long distance telephone calls, photocopy charges, postages charges, and any costs of producing or reproducing photographs. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all word processing, secretarial, and other office costs associated with the provision of legal services.

Best Best & Krieger LLP shall submit monthly statements to BUSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.



BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

CLIENT FILE

If you do not request the return of your file(s), we will retain your file(s) for five years. After five years, we may have your file(s) destroyed. If you would like your file(s) maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent BUSD. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

Lauri A. Arrowsmith
of BEST BEST & KRIEGER LLP

LAA:jau
Enclosure

AGREED AND ACCEPTED:

By: _____
Dated: _____

**Burbank Unified School District
Special Education Department**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tom Kissinger, Assistant Superintendent, Instructional Services

PREPARED BY: Tom Kissinger, Assistant Superintendent, Instructional Services

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Amended Agreement for Professional Services (Special Education)

Background:

The purpose of the approval of agreement for professional services is to hire three additional outside school psychologists (as consultants) to assist our current Psychologists with completing the volume of student assessments, in the spring of 2018.

Discussion/Issues:

The District is currently obligated to provide assessments for students whose families request evaluations, or for students whose Individualized Education Plans (IEP's) require assessments in either general or specific areas of need.

This assessment data is used to determine individual students' progress, identify and review student achievement, and if necessary, appropriately determine accurate services and placement of students into our district programs. Currently our District School Psychologists carry a heavy case workload. This workload has been augmented by a long-term absences and the need to use non-public agency support to fill in for a position that remained vacant for a significant portion of the first semester. Hiring three (additional) consultants to provide services in the area of assessments, will help the District meet the legal deadlines and obligations for students served. It will also help balance the assessment workload for the School Psychologists employed by the District.

The District has agreements in place for psychological services to be provided by the following Consultants, effective February 27, 2018 through June 1, 2018:

Alina Poberezhskiy
***Breanna Vignolini
Aline Chakerian

Fiscal Impact:

Not to exceed \$17,000 for each consultant for a total of \$51,000.

**Breanna Vignolini will work an additional 8 hours for a total not to exceed \$ 17,542.32

Recommendation:

Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend the Consultant agreements, as listed, to provide psychological services, not to exceed \$17,000 each consultant for a total of \$51,000 (01.0-65000.0-50010-31200-5810-7440000), effective February 27, 2018 through June 1, 2018, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

NOTE: This amended agreement adds \$542.32 to Breanna Vignolini's agreement, for a new total amount of \$17,542.32, and it corrects the effective dates from February 27, 2018 through June 30, 2018.

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

AMENDED RATIFICATION AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th day of June 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Breanna Vignolini hereinafter referred to as "Consultant."

Breanna Vignolini

Payee's Name (Person or Company) _____ Email _____ Daytime Phone Number _____

Mailing Address: _____

Sponsoring Administrator: Matt Hill _____ City _____ State _____ Zip _____
Print Name Title Signature Special Education Location

Board Approval Date: 03/15/2018 6/07/2018 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of \$ 67.79 per hour ☒ / per day ☐ / per session ☒ for a total not to exceed \$ 17,542.32.
2. The term of the Agreement shall be the period commencing on 02/27/18 and terminating on 06/30/18.
3. Consultant will provide the following services:

Provide psychological services for students as needed. ADDING AN ADDITIONAL \$542.32 TO THE ORIGINAL AGREEMENT INCREASING THE TOTAL NOT TO EXCEED AMOUNT \$17,542.32.

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

Burbank Unified School District of Los Angeles County

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

Tamara Schiem, 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: Tom Kissinger, Assistant Superintendent, Instructional Services

PREPARED BY: Teri Smith, Administrative Secretary

SUBMITTED BY: Teri Smith, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Consultant Services Agreements (Special Education)

Background:

The Special Education Department requests the following Master Blanket Purchase Order be approved by the Board of Education to cover the Consultants listed below.

Discussion/Issues:

To expedite payments to the Consultants listed below, it was decided by staff that it would be more efficient to create a blanket purchase order to cover expenses for a one-year period rather than presenting individual requests at every Board meeting for specific consultants.

The implementation of this procedure will not diminish the District's internal accounting control. Each invoice will undergo the same audit procedure which verifies attendance and billing rates, and requires the same documentation in order to issue payment to the consultant. The required documentation includes signed Consultant Service Agreement approving detailed services to each student, an audited and authorized Authorization for Payment form, and an invoice.

The District has agreements in place for special education services to be provided by the following Consultants effective July 1, 2018 through June 30, 2019, for the amount as listed below:

Physical Therapy: \$121,500
Kids Physical Therapy, Inc.

Escort Services: \$15,000
West Shield Adolescent Services

Speech & Language Therapy: \$5,000
Teresa Mackey

Vision Therapy: \$10,000
Burbank Optometric Center

Translators/Interpreters:
Purple Communications: \$300,000
Accommodating Ideas: \$10,000
Language Resources of America: \$50,000

Fiscal Impact:

Estimated cost for the above listed Consultants effective July 1, 2018 through June 30, 2019 is approximately \$511,500

Recommendation:

Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve the consultant agreements as listed, to provide Special Education services in translating, interpreting, and transportation, not to exceed \$511,500 (01.0-650000.0-57500-31401-5850-7440000), (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2018 through June 30, 2019, and that authority to sign the services agreements be exercised pursuant to BUSD-AR 3314, as presented.

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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 8th day of June, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and **Kids Physical Therapy, Inc.**, hereinafter referred to as "Consultant."

<u>Kids Physical Therapy, Inc.</u>	<u>kidspt01@yahoo.com</u>	<u>818-383-0627</u>
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: <u>3667 Calle Jazmin</u>	<u>Calabasas,</u>	<u>CA</u>	<u>91302</u>
	City	State	Zip

Sponsoring Administrator: <u>Matt Hill</u>	<u>Superintendent</u>	<u>Special Education</u>
Print Name	Title	Signature
		Location

Board Approval Date: 06/07/2018 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of \$ 75.00 per hour ☒ / per day ☐ / per session ☒ for a total not to exceed \$ 121,500.
2. The term of the Agreement shall be the period commencing on 07/01/18 and terminating on 06/30/19.
3. Consultant will provide the following services:

Provide physical therapy services to special education students, up to 40 hours a week during the 2018/2019 school year including ESY.

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

Burbank Unified School District of Los Angeles County

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

Tamara Schiern, Director of Special Education

Date

Consultant

Date

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

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th day of June, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and West Shield Adolescent Services hereinafter referred to as "Consultant."

<u>West Shield Adolescent Services</u>	<u>contactus@westshield.com</u>	<u>800-899-8585</u>
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: <u>16835 Algonquin Street Suite 439</u>	<u>Huntington Beach,</u>	<u>CA</u>	<u>92649</u>
	City	State	Zip

Sponsoring Administrator: <u>Matt Hill</u>	<u>Superintendent</u>	<u>Special Education</u>
Print Name	Title	Signature
		Location

Board Approval Date: 06/07/2018 Account Code: 01.0-65000.2-57700-11901-5850-7448000

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 \$ 15,000.
2. The term of the Agreement shall be the period commencing on 07/01/18 and terminating on 06/30/19.
3. Consultant will provide the following services:

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

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

Burbank Unified School District of Los Angeles County

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

Tamara Schiern, Director of Special Education

Date

Consultant

Date

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

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th day of June, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Teresa Mackey hereinafter referred to as "Consultant."

<u>Teresa Mackey</u>	<u>tmackeyslp@charter.net</u>	<u>(818) 845-2846</u>
Payee's Name (Person or Company)	Email	Daytime Phone Number
Mailing Address: <u>2117 Buena Vista</u>	<u>Burbank,</u>	<u>CA</u>
	City	State
		<u>91504</u>
		Zip
Sponsoring Administrator: <u>Matt Hill</u>	<u>Superintendent</u>	<u>Special Education</u>
Print Name	Title	Signature
		Location
Board Approval Date: <u>06/07/2018</u> Account Code: <u>01.0-65000.0-57700-11900-5850-7440000</u>		

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 \$ 95.00 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 07/01/2018 and terminating on 06/30/2019.
3. Consultant will provide the following services:

Speech services, to special education students, per IEP for the 2018/2019 school year.

4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will submit invoices on a monthly basis and will be paid after 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
1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th day of June, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and **Burbank Optometric Center** hereinafter referred to as "Consultant."

<u>Burbank Optometric Center</u>	<u>bocappointment@gmail.com</u>	<u>818-845-3549</u>
Payee's Name (Person or Company)	Email	Daytime Phone Number
<u>Mailing Address: 1032 North Hollywood Way</u>	<u>Burbank,</u>	<u>CA</u>
	<u>City</u>	<u>State</u>
		<u>91505</u>
		<u>Zip</u>
<u>Sponsoring Administrator: Matt Hill</u>	<u>Superintendent</u>	<u>Special Education</u>
<u>Print Name</u>	<u>Title</u>	<u>Signature</u>
		<u>Location</u>
<u>Board Approval Date: 06/07/2018</u>		
<u>Account Code: 01.0-65000.0-57700-11900-5850-7440000</u>		

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 \$ 170.00 per hour ☐ / per day ☐ / per session ☒ for a total not to exceed \$ 10,000.
2. The term of the Agreement shall be the period commencing on 07/01/2018 and terminating on 06/30/2019.
3. Consultant will provide the following services:

Vision Therapy, consultation, evaluation, and reporting services for special education students through the students' IEP.

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th day of June, 2018, by and between the **Burbank Unified School District**, hereinafter referred to as "District", and **Purple Communications** hereinafter referred to as "Consultant."

<u>Purple Communications</u>	<u>michelle.rathswohl@purple.us</u>	<u>562-498-6852</u>
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: <u>595 Menlo Drive</u>	<u>Rocklin,</u>	<u>CA</u>	<u>95765</u>
	City	State	Zip

Sponsoring Administrator: <u>Matt Hill</u>	<u>Superintendent</u>	<u>Special Education</u>
Print Name	Title	Signature Location

Board Approval Date: <u>06/07/2018</u>	Account Code: <u>01.0-65000.0-57700-11901-5850-7440000</u>
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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 \$ 300,000.
2. The term of the Agreement shall be the period commencing on 07/01/18 and terminating on 06/30/19.
3. Consultant will provide the following services:

Interpreters/Translators for DHH special education students.

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

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th day of June, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and **Accommodating Ideas, Inc.** hereinafter referred to as "Consultant."

<u>Accommodating Ideas, Inc.</u>	<u>aidianne@ai-ada.com</u>	<u>800-257-1783</u>
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: <u>3632 Smith Ave. #698</u>	<u>Acton,</u>	<u>CA</u>	<u>93510</u>
	City	State	Zip

Sponsoring Administrator: <u>Matt Hill</u>	<u>Superintendent</u>	<u>Special Education</u>	
Print Name	Title	Signature	Location

Board Approval Date: 06/07/18 Account Code: 01.0-65000.0-57700-11901-5850-740000

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 \$ 10,000.00.
2. The term of the Agreement shall be the period commencing on 07/01/18 and terminating on 06/30/19.
3. Consultant will provide the following services:

Interpreters/Translators for DHH special education students.

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

Burbank Unified School District of Los Angeles County

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

Tamara Schiern, Director of Special Education

Date

Consultant

Date

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

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th day of June, 2018 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Language Resources of America, LRA Interpreters, Inc hereinafter referred to as "Consultant."

Language Resources of America, LRA Interpreters, Inc	org@lrausa.com	818-861-7844
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: <u>1405 North San Fernando Blvd., Suite 202</u>	Burbank,	CA	91504
	City	State	Zip

Sponsoring Administrator: <u>Matt Hill</u>	Superintendent	Signature	Special Education
Print Name	Title		Location

Board Approval Date: 06/07/18 Account Code: 01.0-65000.0-57700-11901-5850-7440000

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 \$ 50,000.
2. The term of the Agreement shall be the period commencing on 07/01/18 and terminating on 06/30/19.
3. Consultant will provide the following services:

Interpreters/Translators for special education students.

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

Burbank Unified School District of Los Angeles County

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

Tamara Schiern, Director of Special Education

Date

Consultant

Date

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

**Burbank Unified School District
Business Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Terri Harvey, Purchasing Technician

SUBMITTED BY: Terri Harvey, Purchasing Technician

DATE: June 7, 2018

SUBJECT: Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies

Background:

The Special Education Department requests the following Master Contracts for the 2018-19 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 7, 2018.

Recommendation:

Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian school and agencies (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2018 through June 30, 2019, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

School/Agency Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
Advantage On-Call	PS162
Ardor Health Solutions, Inc.	PS235
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
Bayes Achievement Center	PS232
Behavior and Education, Inc.	PS229
Behavioral Education for Children with Autism, LLC	PS209
Behavioral Learning Center, Inc.	PS218
Center for Autism and Related Disorders - Woodland	PS206
Center for Autism Spectrum Treatment, Inc.	PS215
Center for Developing Kids	PS060
Center for Vision Development Optometry, Inc.	PS201
Child Counseling & Behavior Therapy Clinic, Inc	PS199
Copper Hills Youth Center	PS208
Devereux Cleo Wallace	PS219
Elliott Institute	PS210
Familias First	PS116
Five Acres Therapeutic School	PS117
Foundation for Communication	PS207
Frostig Center	PS202
Glendale Adventist Medical Center/Pediatric Therapy Center	PS053
Goodwill Industries of Orange County, CA DBA Assistive Technology Exchange Center	PS096
Hathaway-Sycamores	PS030
Heartspring School	PS227
HELP Group	PS013
Heritage Schools, Inc.	PS070
Hillside School and Learning Center	PS029
Hillsides Education Center	PS088
Holding Hands Pediatric Therapy & Diagnostics	PS120
Institute for Applied Behavior Analysis	PS111
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Invo HealthCare Associates, LLC	PS217
Irwin Lehrhoff, Phd.D. and Associates	PS100
Lindamood-Bell Learning Processes	PS198
Logan River Academy, LLC	PS228
Lovaas Institute for Early Intervention PS165	PS165
Maxim Healthcare Services	PS230
McRory Pediatric Services, Inc.	PS239
My Therapy Company	PS214
New Mediscan II, LLC	PS222
Northpoint School - Child & Family Guidance Center	PS203
Oak Grove Center - Jack Weaver School	PS036
Pacific Child & Family Associates	PS140
Pioneer Healthcare Services	PS200
Point Quest Pediatric Therapies, LLC	PS224
Pristine Rehab Care	PS212
Professional Placement Resources, LLC. (PPR)	PS189
Professional Tutors of America, Inc.	PS216
Ro Health Services	PS240
Rosemary Johnson & Associates Clinic, Inc.	PS223
S.T.A.R. Academy	PS226
Soliant Health	PS220
South Bay High School - Stars Behavioral Health Group	PS205
Speech and Language Development Center	PS204
Speech, Language and Education Associates	PS104

Staff Assistance, Inc. dba Assisted Healthcare Services	PS195
Staffrehab	PS233
Sunbelt Staffing, LLC	PS213
Therapists Unlimited	PS231
Therapy in Action	PS234
Therapy Travelers	PS238
Tierra del Sol Foundation	PS225
Tobinworld	PS031
Total Education Solutions	PS236
Valley High School & Learning Center DBA Dubnoff School	PS004
Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

**Burbank Unified School District
Business Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Terri Harvey, Purchasing Technician

SUBMITTED BY: Terri Harvey, Purchasing Technician

DATE: June 7, 2018

SUBJECT: Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies

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 2018 through June 2019.

Fiscal Impact:

Estimated costs for the attached list of NPS/NPA for July 2018 through June 2019: \$3,537,738.00

Recommendation:

Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2018 through June 30, 2019, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

School/Agency Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
Advantage On-Call	PS162
Ardor Health Solutions, Inc.	PS235
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
Bayes Achievement Center	PS232
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Center for Autism Spectrum Treatment, Inc.	PS215
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Goodwill Industries of Orange County, CA DBA Assistive Technology Exchange Center	PS096
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Heartspring School	PS227
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Staff Assistance, Inc. dba Assisted Healthcare Services	PS195
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Therapy in Action	PS234
Therapy Travelers	PS238
Tierra del Sol Foundation	PS225
Tobinworld	PS031
Total Education Solutions	PS236
Valley High School & Learning Center DBA Dubnoff School	PS004
Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Kathy Yaeger, Senior Administrative Secretary

SUBMITTED BY: Kathy Yaeger, Senior Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)

Background:

The parking lot located behind Providencia Elementary School (accessed from Pacific Avenue) contains a total of 84 parking spaces. Providence Health Center has leased 20 of these parking spaces from October 1, 2016 through June 30, 2018. On April 16, 2018, Providence Health informed the District that they did not wish to extend the lease past June 30, 2018. On August 15, 2013, the Board of Education approved a lease agreement for 40 of the Providencia parking spaces with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., has elected to extend the lease of the 40 parking spaces annually for the last four year.

Discussion/Issues:

The terms of the lease agreement with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for 40 parking spaces located on the back half of the parking lot behind Providencia Elementary School (accessed from Pacific Avenue), were originally Board approved for eleven months from August 1, 2013 to June 30, 2014. This agreement may be extended on a year-to-year basis upon the written request of Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., and approval of the Board of Education. The Board shall not be under any obligation to grant a request for renewal. This agreement may be terminated by a sixty (60) day written notice given by either party without liability. The Board of Education approved the Renewal to Lease Agreement #4 on June 1, 2017, extending the terms of the lease to June 30, 2018. On March 22, 2018, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. submitted a written request to extend the lease agreement from July 1, 2018 to June 30, 2019. On April 18, 2018, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. expressed the desire to add to their lease the 20 parking spaces vacated by Providence Health.

Fiscal Impact:

The original terms of the lease agreement were for \$2,400 per month due the first of each month. The lease agreement provided for an increase at the rate of 5% per annum, each July 1. The renewal to the lease agreement #4 increased the rent to \$2,917.21 per month. The renewal to the lease agreement #5 for the term of July 1, 2018 to June 30, 2019 with the 5% increase is \$3,063.07 per month for 40 parking spaces and will include the addition of 20 parking spaces at \$1,531.53 per month, bringing the monthly total to \$4,594.60 (01.0-90708.0-00000-00000-8650-7800013). If any rental payment is not received by the District within five (5) days after the due date, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. shall pay the District a late charge equal to six percent (6%) of the overdue amount.

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

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #5 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, 2019, and (2) increase the monthly fee by 5% in accordance with the agreement from \$2,917.21 to \$3,063.07 for 40 parking spaces, add the use of 20 additional parking spaces with a monthly fee of \$1,531.53, bringing the new monthly total to \$4,594.60 for a total of 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, 2018, 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 #5

The following changes to the Agreement become effective when this Renewal to Lease Agreement #5 is fully signed:

- ITEM #1: Extends the terms of the lease through June 30, 2019
ITEM #2: Increases the monthly rental fee to \$4,594.60 for 60 parking spaces

The individuals executing this Renewal to Lease Agreement on behalf of the respective party represent and warrant that each is fully authorized and legally capable of executing this Renewal to Lease Agreement on behalf of the respective party and that such execution is binding upon such party.

Deluxe Media Inc. f/k/a/ Deluxe Digital
Studios Inc.

Burbank Unified School District

By: _____

By: _____

Name: _____

Name: David L. Jaynes

Title: _____

Title: Assistant Superintendent,
Administrative Services

Date: _____

Date: _____

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Kathy Yaeger, Senior Administrative Secretary

SUBMITTED BY: Kathy Yaeger, Senior Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)

Background:

The parking lot located behind Providencia Elementary School (accessed from Pacific Avenue) contains a total of 84 parking spaces. Providence Health Center has leased 20 of these parking spaces from October 1, 2016 through June 30, 2018. On April 16, 2018, Providence Health informed the District that they did not wish to extend the lease past June 30, 2018. On August 15, 2013, the Board of Education approved a lease agreement for 40 of the Providencia parking spaces with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., has elected to extend the lease of the 40 parking spaces annually for the last four year.

Discussion/Issues:

The terms of the lease agreement with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for 40 parking spaces located on the back half of the parking lot behind Providencia Elementary School (accessed from Pacific Avenue), were originally Board approved for eleven months from August 1, 2013 to June 30, 2014. This agreement may be extended on a year-to-year basis upon the written request of Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., and approval of the Board of Education. The Board shall not be under any obligation to grant a request for renewal. This agreement may be terminated by a sixty (60) day written notice given by either party without liability. The Board of Education approved the Renewal to Lease Agreement #4 on June 1, 2017, extending the terms of the lease to June 30, 2018. On March 22, 2018, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. submitted a written request to extend the lease agreement from July 1, 2018 to June 30, 2019. On April 18, 2018, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. expressed the desire to add to their lease the 20 parking spaces vacated by Providence Health.

Fiscal Impact:

The original terms of the lease agreement were for \$2,400 per month due the first of each month. The lease agreement provided for an increase at the rate of 5% per annum, each July 1. The renewal to the lease agreement #4 increased the rent to \$2,917.21 per month. The renewal to the lease agreement #5 for the term of July 1, 2018 to June 30, 2019 with the 5% increase is \$3,063.07 per month for 40 parking spaces and will include the addition of 20 parking spaces at \$1,531.53 per month, bringing the monthly total to \$4,594.60 (01.0-90708.0-00000-00000-8650-7800013). If any rental payment is not received by the District within five (5) days after the due date, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. shall pay the District a late charge equal to six percent (6%) of the overdue amount.

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

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #5 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, 2019, and (2) increase the monthly fee by 5% in accordance with the agreement from \$2,917.21 to \$3,063.07 for 40 parking spaces, add the use of 20 additional parking spaces with a monthly fee of \$1,531.53, bringing the new monthly total to \$4,594.60 for a total of 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, 2018, 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 #5

The following changes to the Agreement become effective when this Renewal to Lease Agreement #5 is fully signed:

- ITEM #1: Extends the terms of the lease through June 30, 2019
ITEM #2: Increases the monthly rental fee to \$4,594.60 for 60 parking spaces

The individuals executing this Renewal to Lease Agreement on behalf of the respective party represent and warrant that each is fully authorized and legally capable of executing this Renewal to Lease Agreement on behalf of the respective party and that such execution is binding upon such party.

Deluxe Media Inc. f/k/a/ Deluxe Digital
Studios Inc.

Burbank Unified School District

By: _____

By: _____

Name: _____

Name: David L. Jaynes

Title: _____

Title: Assistant Superintendent,
Administrative Services

Date: _____

Date: _____

**Burbank Unified School District
Business Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tom Kissinger, Assistant Superintendent of Instructional Services

PREPARED BY: Terri Harvey, Purchasing Technician

SUBMITTED BY: Terri Harvey, Purchasing Technician

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, Care Van Inc.

Background:

Special Education is required to provide transportation to students per their Individual Educational Program (IEP).

Discussion/Issues:

A new student in an electric wheelchair requires transportation to and from school. Care Van has a special lift for electric wheelchairs. There are currently no other students receiving transportation to the school, therefore we are not able to utilize First Student services at a reasonable rate.

Fiscal Impact:

Not to exceed \$10,000

Recommendation:

Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Care Van Inc. for transportation services for Special Education Students on an as needed basis, effective July 01, 2018, through June 30, 2019, not to exceed \$10,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**Burbank Unified School District
Business Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Terri Harvey, Purchasing Technician

SUBMITTED BY: Terri Harvey, Purchasing Technician

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, G & S Transit Management, Inc. (DBA: City Cab)

Background:

Special Education is required to provide transportation to students per their Individual Educational Program (IEP).

Discussion/Issues:

On occasion, students are transported by G & S Transit Management, Inc. (DBA: City Cab). The Special Education Department has a long history of working with this company to provide said services.

Fiscal Impact:

Not to exceed \$115,000

Recommendation:

Tom Kissinger, Assistant Superintendent of Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and G & S Transit Management, Inc. (DBA: City Cab) for transportation services for Special Education Students on an as needed basis, effective July 1, 2018, through June 30, 2019, not to exceed \$115,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of an Agreement for Professional Services, TLC Auctions

Background:

From time to time, the District accumulates surplus supplies, books and property that must be disposed of. One way in which the law allows a district to dispose of property is through an auction after the Board has taken action to declare surplus the items to be sold.

Discussion/Issues:

In 2007, the Board updated its policy 3270 covering the sale and disposal of books, equipment and supplies. As a result, procedures were developed for the use of staff in processing materials and equipment that are to be disposed of.

As a part of implementation of this procedure, the District contracted with TLC Auctions. This contract allows for surplus items to be turned over to this firm and sold at their discretion either by formal auction or on-line.

Fiscal Impact:

The firm assumes all costs and charges a 45% fee against the gross proceeds of the sale.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2018 through June 30, 2019, 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 2018, 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 pursuant 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, 2019. 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 2018

By: _____

By: _____

Date: _____

Date: _____

TLC Auctions

Burbank Unified School District



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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 pursuant 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, 2019. 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 2018

By: _____

By: _____

Date: _____

Date: _____

TLC Auctions

Burbank Unified School District

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

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 sixteen (16) 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 2018-2019 school year.

Fiscal Impact:

The transportation rates for the 2018-2019 school year shall be adjusted upward as stated below:

A. Daily Field Trip and Extra-Curricular Transportation Service:

3 Hour Minimum Rate:	\$318.38
4 Hour Minimum Rate:	\$392.70
Extra Hours Rate:	\$ 64.40 per hour
8 Hour Minimum Rate:	\$650.28
Extra Hours Rate:	\$ 64.40 per hour

*The above rates are based on Monday-Friday, non-holiday regular rates.

Grad Night Rate, 12 Hour base: \$787.76, additional hours: \$64.40

Day Rate, 17 Hour base: \$1,125.84

Mountain Trip Fuel Surcharge: \$75.00 flat rate

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Amendment Number four 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, 2018 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AMENDMENT NUMBER SIX

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 2018-2019 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
\$318.38	\$392.70 \$64.40	\$650.28 \$64.40
\$318.38	\$392.70 \$64.40	\$650.28 \$64.40
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\$318.38	\$392.70 \$64.40	\$650.28 \$64.40

*Rates based on Monday-Friday, Non-Holiday Regular Rates.

Grad Night Rate, 12 Hour base: \$787.76, additional hours: \$64.40

Day Rate, 17 Hour base: \$1,125.84

Mountain Trip Fuel Surcharge: \$75.00 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, 2018 through June 30, 2019.”

3. This Amendment is effective July 1, 2018 and is agreed to by the parties.

4. All other terms and conditions of the original contract remain the same.

DURHAM SCHOOL SERVICES, L.P.

BURBANK UNIFIED SCHOOL DISTRICT

By: Durham Holding II, L.L.C.
its general partner

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: David Jaynes
Title: Assistant Superintendent
Date: 06/11/18

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Piggybackable Contracts for Equipment, Materials and Services 2018-2019

Background:

California Public Contract Code (PCC) 20118 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as “piggyback”) and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and aware of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

Discussion/Issues:

Administrative Services and Purchasing Services has determined that, when appropriate, piggyback contracts will save administrative time and expense, provide favorable pricing, and will be advantageous and in the best interest of the District. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to:

- The Interlocal Purchasing System (TIPS)
- California Multiple Award Schedule (CMAS)
- CalSAVE Purchasing Cooperative Contract
- E&I Cooperative Services
- National Association of State Procurement Officials (NASPO ValuePoint)
- National Cooperative Purchasing Alliance (NCPA)
- National Intergovernmental Purchasing Alliance (NIPA)
- National Joint Powers Alliance (NJPA)
- Technology Bidding and Purchasing Program (PEPPM)
- The Cooperative Purchasing Network (TCPN)
- U.S. Communities Government Purchasing Alliance
- Western States Contracting Alliance (WSCA)

Fiscal Impact:

Funding may be provided from various sources including but not limited to General Fund, Deferred Maintenance Fund, Bond Fund, and Categorical Programs.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2018-2019 school year, as presented.

Burbank Unified School District Memberships for 2018-2019

Organization	Type of Membership	Estimated Cost 2018-19	Funding Source	String
Association for California School Administrators (ACSA)	Individual	\$ 1,700.00	Superintendent	01.0-00000.0-00000-71500-5310-7411000
Association for California School Administrators (ACSA)	Individual	\$ 1,700.00	Business Office	01.0-00000.0-00000-72000-5310-7471000
Association for California School Administrators (ACSA)	Individual	\$ 3,000.00	Instructional Services	010-00000.0-00000-72000-5310-7421000
American Heart Association (AHA) - Superior Life Support Inc.	Individual	\$ 120.00	Adult Education	11.0-63900.0-4100-27000-5310-5330000
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 Adult Education Administrators' Association (CAEAA)	School Site	\$ 450.00	Adult Education	11.0-63900.0-4100-27000-5310-5330000
California Association for the Gifted	Individual	\$ 75.00	Instructional Services	01.0-00000.0-00000-72000-5310-7421000
California Association of Dance/Drill Team Directors (CADTD)	School Site	\$ 75.00	JBHS	01.0-00000.0-00000-27000-5310-4321000
California Association of Latino Superintendents and Administrators (CALSA)	Individual	\$ 150.00	Human Resources	01.0-0000.0-00000-72000-5310-7551000
California Association of Leaders for Career Preparation (CALCP)	District	\$ 210.00	Instructional Services	01.0-00000.0-00000-21000-5310-7421000
California Association of School Business Officials(CASBO)	Institutional	\$ 3,000.00	District Office	01.0-00000.0-00000-72000-5310-7401000
California Association of School Business Officials(CASBO)	Individual	\$ 300.00	Business Office	01.0-00000.0-00000-71100-5310-7471000
California Coalition for Adequate School Housing (CASH)	Individual	\$ 209.00	Facilities	01.1-81500.0-00000-81100-5310-7523100
California Child Development 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 (CCAEC)	School Site	\$ 425.00	Monterey High School	01.5-22000.0-32000-27000-5310-5301000
California Council for Adult Education (CCAEC)	School Site	\$ 250.00	Adult Education	11.0-63900.0-41100-27000-5310-5330000
California Future Problem Solvers	School Site	\$ 500.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
California School Based Health Alliance	Individual	\$ 250.00	Instructional Services	01.0-56400.0-00000-31400-5310-7728000
California School Board Association (CSBA)	Board	\$ 13,902.00	Board of Education	01.0-00000.0-00000-71100-5310-7561000
California School Nutrition Association (CSNA)	Institutional	\$ 1,200.00	Food Services	61.0-53100.0-00000-37000-5310-7490000
California School Public Relations (CalSPRA)	Individual	\$ 200.00	Superintendent	01.0-00000.0-00000-71500-5310-7411000
California State Consortium for Adult Ed (CSCAE)	School Site	\$ 980.00	Adult Education	11.0-63900.0-41100-27000-5310-5330000
Collaborative for High Performance Schools (CHPS)	District	\$ 50.00	Districtwide	01.0-00000.0-00000-71500-5310-7411000
Costco	District	\$ 110.00	Districtwide	01.0-00000.0-00000-72000-5310-7471000
Edjoin	District	\$ 1,861.25	Human Resources	01.0-00000.0-00000-72000-5830-7401000
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	CTEIG funds	01.0-06350.0-60000-10000-5310-7910000
National Art Education Foundation (NaeF)	Individual	\$ 105.00	MHS	01.0-02200.0-32000-10000-5310-5301000
National Association for Gifted Children (NAGC)	Individual	\$ 119.00	Instructional Services	01.0-00000.0-00000-72000-5310-7421300
National Association of Secondary School Principals	School Site	\$ 215.00	Luther Burbank MS	01.0-62640.0-00000-21503-5310-7429000
National Association of Student Councils	School Site	\$ 95.00	JBHS	01.3-71400.0-11100-10000-5310-4321000
National Honor Society (NASSP)	School Site	\$ 385.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
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	01.0-00000.0-00000-72000-5220-7531000

Burbank Unified School District Memberships for 2018-2019

School Employers Association of California (SEAC)	District	\$ 2,350.00	Human Resources	01.0-00000.0-00000-72000-5310-7401000
SKILLS USA (JBHS/BHS)	JBHS/BHS	\$ 3,500.00	CTE	01.0-06350.0-60000-10000-5310-7910000
Super Co-Op Santa Clarita Valley School (Lead Agency)	District	\$ 2,000.00	Food Services	61.0-53100.0-00000-37000-5310-7490000
Teachers of English to Speakers or Other Languages (TESOL)	School Site	\$ 85.00	Adult Education	11.0-63900.0-41100-27000-5310-5330000
Trash for Teaching Warehouse (T4T)	BHS	\$ 100.00	BHS	01.0-00000.0-00000-27000-5310-4311000
Western Association of Schools & Colleges	District	\$ 3,240.00	Instructional Services	01.0-00000.0-00000-27000-5850-7421000

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM : David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Kathy Sessinghaus, Director of Food Services

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, San Gabriel Valley Food Services Cooperative Purchasing Group

Background:

The Food Service department has been a member of the San Gabriel Valley Cooperative since 2015. The Cooperative is a group of independent school food service directors from Los Angeles County/San Gabriel Valley who have agreed to purchase perishable and staple foods, supplies and United States Department of Agriculture (USDA) commodities in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP).

Discussion/Issues:

The benefits for being a member of the Cooperative are to actively seek the best products, customer service and pricing for each school district by mutually determining the needs of everyone involved. The members additionally share ideas and suggestions for the benefit of the group.

Fiscal Impact

The San Gabriel Valley Cooperative does not charge a fee to its members.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the San Gabriel Valley Food Services Cooperative Purchasing Group, effective July 1, 2018 through June 30, 2019, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP

ANNUAL MEMBERSHIP AGREEMENT

DEFINITION: A group of independent school food service directors from Los Angeles County/San Gabriel Valley who have agreed to purchase perishable and staple foods, supplies and USDA commodities in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP). The group is referred to as the “San Gabriel Cooperative Purchasing Group” and/or the “San Gabriel Co-Op,” herein after referred to as the Co-Op.

RULES & GUIDELINES:

1. The Co-Op meets as needed, to mutually determine items to bid and purchase cooperatively and to assign specific tasks to each member.
2. The Co-Op agrees to share ideas and suggestions and compromise for the benefit of the group.
3. The Co-Op limits membership to independent school food service directors who are in the same geographic proximity. Prospective new members must submit, in writing, a request to join the Co-Op. The prospective new member must demonstrate a willingness to accept the Co-Op’s goals, rules, and guidelines and will be approved to join by a three-quarters majority vote of membership.
4. Active membership is required. Active membership is defined as attending at least $\frac{3}{4}$ of all meetings of the Co-Op and assisting with the procurement of goods for maximum mutual benefit. Members are to be punctual for meetings and notify the chairperson if unable to attend. Attendance is expected with exception of extenuating circumstances, in such case a substitute representative is preferred.
5. Written approval from the Board of Education or Superintendent or designee of the respective school district, is required for membership in the Co-Op and be automatically renewed on an annual basis.
6. A chairperson is appointed for a minimum of one school year. The chairperson conducts meetings, keeps order, coordinates functions, and plans the agenda. The chairperson maintains official membership and purchasing documentation. The chairperson (or a designee) will serve as lead representative to the Super Co-Op Governing Council.
7. A co-chairperson is appointed for a minimum of one school year. The co-chairperson assists the chairperson in all aspects of the duties, in preparation for assuming the chairperson position in the following year.
8. A secretary is appointed for a minimum of one school year. The secretary takes and sends the minutes prior to the next scheduled meeting.
9. In the event a district determines its membership in the Co-Op is no longer desirable, the district may submit to the Co-Op, in writing, its intent to withdraw from the Co-Op. The Co-Op will expect the district to honor its obligations with respect to any bids and/or bid/RFP awards made prior to receiving the letter of intent to withdraw. After all obligations have been met, the district will be considered dropped from the Co-Op. Notice received by November 1 of the current year will take effect July 1 of the following year.
10. In the event that a district does not contribute to the Co-Op in attendance or division of workload, the district may be terminated by a three-quarters majority vote of membership.
11. Any district may be terminated by a three-quarters majority vote of the membership. In the event that a member is terminated by a three-quarters majority vote of the membership, the member will be notified

by the chairperson, in writing of such action. The Co-Op will expect the member district to honor its obligations with respect to any purchasing awards made prior to termination.

12. Vendors are not allowed to attend the Co-Op meetings. With the majority vote, meetings may be arranged to include vendors and/or guests.
13. It is understood that each of the participating districts shall have the obligation of either joining in or not joining in the purchase of any items upon which purchasing documents are composed. Written notification must be submitted prior to advertising, item selection, quantities and terms of shipment have been determined for that purchasing document. All District directors must make a conscientious effort to purchase only the approved bid/RFP items.
14. Bids are handled by the member assigned to that bid/RFP with mutual help and agreement on final bid/RFP and award. Questions on bid/RFP items are directed to that member.
15. All communications with vendors concerning specific purchasing documents (i.e. invitation for bid, request for proposal, etc.) should be conducted by the chairperson or designated representative (appointed to handle the specific purchasing documents) as agreed upon by the Co-Op members.
16. Once the purchasing specifications have been prepared and approved by the majority of the Co-Op, no changes will be made unless approved by the majority of members.
17. No member is allowed to withdraw from his or her obligation to honor the IFB/RFP once the IFB/RFP has closed. Members are, however, allowed to withdraw from his or her obligation to honor a piggy backed bid prior to annual commitment with a written request addressed to the chairperson of the Co-Op pending majority vote of the members.
18. In the case of an IFB or RFP the Co-Op shall award the IFB to the lowest responsible bidder or award the RFP to the best responsible bidder based on the criteria specified in the RFB in each particular category or class, as determined by the majority of members. The resulting contract shall be approved by one of the participating district's Board of Education or the Board of Education of the chair person on behalf of the Co-Op.
19. The cost of advertising and any other costs associated with the bid/RFP shall be rotated between the participating districts.
20. Each participating school district shall issue its respective purchase orders. The participating district shall be billed and make payment to vendors individually for their respective portion of purchases made hereunder. Under no circumstances shall any district be responsible for payment on account of another participating district's purchase hereunder.
21. In the event that any dispute arises between individual participating school districts and a successful bidder, the same shall be handled by and between the individual school district and the bidder/vendor.
22. These bylaws can be amended by a three quarters majority vote of the membership and should be reviewed annually at the first Co-Op meeting of the fiscal year.

I agree to the above rules and regulations. I understand that failure to comply with any of the above rules/regulations may result in termination from the San Gabriel Valley Food Services Cooperative Purchasing Group.

Name: _____ Title: Assistant Superintendent Date: 05/11/18
District: Burbank Unified School District

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**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Kathy Sessinghaus, Director of Food Services

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, Melissa Manning, Registered Dietician Consultant (Cafeteria Fund)

Background:

Food Services currently uses Melissa Manning, Registered Dietician, to provide the Food Service Department with consultation services. The Los Angeles County Office of Education (LACOE) requires that any services paid out of object code 5850 requires a Duly Signed Contract with Board Approval. Object code 5850 refers to Non Instructional Consultants/Independent Contractors.

Discussion/Issues:

Melissa Manning will provide one-on-one consulting to discuss the development of the menus, create and analyze recipes to ensure that they conform to the USDA meal pattern requirements and nutritional guidelines.

Fiscal Impact:

Total cost for Dietician Consulting not to exceed \$9,000.00 annually.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Melissa Manning, Registered Dietician, to provide consulting services in the development of menus, effective July 1, 2018 through June 30, 2019, not to exceed \$9,000 (13.0-53100.0-00000-37000-5850-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 1st day of July, 2018 by and between the Burbank Unified School District, hereinafter referred to as "District", and Melissa Manning hereinafter referred to as "Consultant."

Melissa Manning 46-1743245 949-636-1629
Payee's Name (Person or Company) Social Security or Federal I.D. # Daytime Phone Number

Mailing Address: 2775 Mesa Verde Drive Unit E D103, Costa Mesa, CA 92626
City State Zip

Sponsoring Administrator: Kathy Sessinghaus Director of Food Services Kathy Sessinghaus
Print Name Title Signature Location

Board Approval Date: June 7, 2018 Account Code: 13.0-53100.0-00000-5850-7490000

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 \$ 9,000.00
2. The term of the Agreement shall be the period commencing on 7/1/18 and terminating on 6/30/19
3. Consultant will provide the following services:

Registered Dietician for the Food Service Department. Analyzes Recipes, meal pattern requirements and nutritional requirements.

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

Burbank Unified School District of Los Angeles County

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

Fiscal Services Administrator

Date

Consultant

Date

387

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

Revised 08/10

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Lina Sola, Director, Fiscal Services

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Authorization Year End Appropriation Transfers 2017-2018

Background:

Education Code (EC) Sections 42600 and 42601 authorize the County Superintendent of Schools (County Office) to make budget transfers for districts to permit payment of obligations at the close of the school year.

Discussion/Issues:

The District makes its final budget adjustments with the approval of the Estimated Actuals due before July 1, 2017. This authorization allows the County to revise the operating budget only at the major object level to cover the overdraft at yearend after the District has notified SFS that their books are closed.

Fiscal Impact:

None.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education authorize Appropriation Transfers for 2017-2018 as permitted in Education Code sections 42600 and 42601, as presented.



Los Angeles County
Office of Education
Leading • Educating • Supporting Students
Serving Communities

SCHOOL DISTRICTS WITH ADA ABOVE EC 41301 LEVEL*
YEAR-END APPROPRIATION TRANSFERS

TO: Los Angeles County Office of Education
Division of School Financial Services
Accounting Section, EC 2nd Floor
Attn: Benjie Tamondong

FROM: BURBANK UNIFIED School District

☐ No Appropriation Transfer is Requested
☒ Appropriation Transfers are Authorized

Our school district has ADA equal to or above the level specified in Education Code (EC) 41301. The governing board, in accordance with the provisions of EC 42601, hereby approves to authorize the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2017-18 school year to permit the payment of obligations of the district incurred during such school year.

Please identify sources by entering 1, 2, 3, or 4 to indicate 1st source, 2nd source, 3rd source or 4th source.

Authorization approved by governing board for transfers:

- 1 Between major objects of expenditure
2 From unassigned fund balances, if any
4 From committed fund balances
3 From assigned fund balances

Signature: _____ Date _____, 2018
 Clerk of the Governing Board

Submitted by: DAVID JAYNES Date JUNE 7, 2018

E-mail address (required): David.Jaynes@burbankusd.org

*Education Code 41301 levels: equal to 901 average daily attendance (ADA) for the elementary school districts, equal to 301 ADA for the high school districts, and equal to 1501 ADA for the unified school districts.

Please return completed form to let us know your intent.

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: Lori Larson, EIIP Technician

SUBMITTED BY: Cindy Quiterio, Executive Assistant, Human Resources Services

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services

Background:

The purpose of the Agreement for Professional Services of Independent Contractor with Burbank Emergency Medical Group (DBA Burbank Occupational Health Center) is to provide post-offer, pre-employment physical examinations and special examinations, to include but not limited to, drug screen, fit-for-duty and first aid only examinations, of certificated and classified employees.

Discussion/Issues:

This agreement provides the District with local occupational health services in the form of pre-employment physicals and screenings, fit-for-duty physicals, first aid only examinations and other related services. Burbank Occupational Health Center shall also advise the Superintendent of Schools or designee on medical matters.

The term of the agreement is July 1, 2018 – June 30, 2019.

Financial Impact:

The financial impact to the District is dependent upon hiring requirements of the District and specific classification requirements as well as frequency of injuries resulting in need of first aid only. Commonly incurred charges are pre-employment physicals charged at \$95.00, drug screenings at \$65.00 and special examinations up to \$150.00. Additionally, an interest rate of 1.5% will be assessed monthly on past due charges.

Recommendation:

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve an Agreement between the Burbank Unified School District and Burbank Emergency Medical Group (DBA Burbank Occupational Health Center) to provide occupational health services in the form of pre-employment physicals and screenings, fit-for duty physicals, and first aid examinations, to cover the period of July 1, 2018 through June 30, 2019 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Burbank Unified School District
AGREEMENT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT, made and entered into this 7th day of June, by and between

NAME:	BURBANK OCCUPATIONAL HEALTH CENTER, INC.
DBA:	BURBANK OCCUPATIONAL HEALTH CENTER, INC.
STREET ADDRESS:	3413 Pacific Avenue
CITY:	Burbank, California 91502

hereinafter referred to as the Contractor and Burbank Unified School District of Los Angeles County, hereinafter referred to as the District,

W I T N E S S E T H:

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special professional services required; and

WHEREAS the Contractor provides personnel who are specially trained and experienced and competent to perform the special professional services pursuant to this agreement;

The parties hereto contract and agree as follows:

1. PERIOD OF AGREEMENT shall be from July 1, 2018 to June 30, 2019, for a variable number of sessions within that period. The agreement shall be subject to cancellation by either party on thirty (30) days written notice to the other, delivered to the last known address of the other party.
2. SERVICE TITLE of this Contractor shall be provider of Occupational Health Services.
3. DUTIES OF CONTRACTOR shall be:
 - a. Provide pre-employment/post offer job-specific physical examinations consistent with State and Federal law.
 - b. Special job-specific examinations consistent with State and Federal law.
 - c. Advise Superintendent of Schools or designee on medical matters.
4. PAYMENT BY THE DISTRICT The District shall pay the Contractor at the rate of \$95.00 per pre-employment physical; up to \$65.00 for drug screens and, up to \$150.00 per special examination. (Any amount exceeding \$150.00 must be pre-approved by the District.) Payment to the Contractor shall be as billed monthly. The Contractor shall submit and invoice in duplicate to the District, upon completion of the services, indicating that services required were performed. The Contractor shall assume all expenses, including but not limited to, travel expenses, included by him in performance under this contract.
5. CREDIT AND PAYMENT Payment for services will be received by Contractor within sixty (60) days of invoice date, unless otherwise agreed to by parties. Any invoiced amount remaining unpaid after such date will be deemed "past due". Past due balances are subject to an interest charge of one and one-half percent (1.5%) per month. If District further fails to submit payment, Contractor, in its sole discretion will immediately, without further notice, suspend further services until such time payment is received.

6. AUTHORIZED DISTRICT REPRESENTATIVE Questions concerning the special services to be performed and the program in general will normally be referred by the Contractor to the Staff Representative authorized by the Superintendent. However, with regard to this contract, the Superintendent of Schools shall serve as the Chief Executive Officer and Representative of the Board of Education in all major matters relating to these contract provisions.
7. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees, pupils or by any third persons.
8. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT While engaged in performance of this contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.
9. PHYSICIAN PROVIDER The parties acknowledge that Contractor does not and cannot employ the physicians who will be providing professional services under this Agreement (the "Physician Providers"), due to the corporate practice of medicine laws in the State of California. However, Contractor will arrange for the provision of such professional services by Physician Providers through a Professional Services Agreement ("PSA") with them. Contractor agrees that under the PSA, and Physician Provider will be required to have a valid certificate to practice medicine and surgery issued by the California State Board of Medical Examiners.

WITNESS the parties hereto the day and year first above written.

- Contractor -

BURBANK OCCUPATIONAL HEALTH
CENTER, INC.

DBA: BURBANK OCCUPATIONAL HEALTH
CENTER, INC.

- District -

BOARD OF EDUCATION OF THE
BURBANK UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

By: _____
Jason Toth, Medical Director, BOHC

By: _____
Matt Hill, Superintendent of Schools

Charge to: 01.0-00000.0-00000-72000-5861-7401000
12.0-61050.0-00000-27000-5861-7540000
61.0-53100.0-00000-37000-5861-7490000
11.0-00639.0-00000-27000-5861-5330000
01.0-65000.0-50010-27000-5861-7441000
01.0-00000.0-00000-72000-5862-7401000
01.2-90335.0-00000-27000-5862-7558000
01.0-00000.0-00000-72000-5864-7401000
12.0-60600.0-00000-72000-5861-7540000
12.0-60550.0-00000-27000-5861-7540000
01.0-00000.0-00000-72000-5861-7552000

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO: Members of the Board of Education

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

PREPARED BY: Lori Larson, EIIP Technician

SUBMITTED BY: Cindy Quiterio, Executive Assistant, Human Resources Services

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services

Background:

Current Board Policy and Administrative Regulations address the compliance obligations of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). A cohesive disability management program is critical for all California employers, including the District. Consultants Shaw HR Consulting, Inc. will assist District staff with development and continued implementation of a disability management program that allows the District's continued ability to meet the compliance obligations as outlined in the ADA and FEHA legislation, as well as, Board Policy and Administrative Regulations.

Discussion/Issues:

This cost effective solution to creating a quality program will continue to mitigate the cost of compliance with FEHA/ADA. It is expected that a portion of the contract's expense will be recovered through savings to the Workers' Compensation program budget by reducing temporary disability payments and indemnity reserves. In addition, a quality disability management program can significantly reduce future liability costs.

Included within the scope of this program are a formal Return-to-Work Program, Essential Function Job Analyses, and an enhanced Interactive Accommodation Process. The Return-to-Work Program is a temporary modified duty program that serves to minimize Workers' Compensation and disability costs and keep trained and experienced workers on the job while reinforcing the District's commitment to employees' welfare. The Essential Function Job Analyses identify the essential functions and physical abilities required to perform them for certificated and classified positions. The analyses are imperative tools for use when the District is faced with the legal obligation or request to accommodate a disabled/injured applicant or employee. The Interactive Accommodation Process will provide for continued engagement through the application process, employment and while former employees are on the 39 month re-employment list.

Fiscal Impact:

The fiscal impact of a professional services agreement with Shaw HR Consulting, Inc. to perform on-going services would be an amount not to exceed \$35,000.

Recommendation:

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Shaw HR Consulting, Inc., to perform services related to the District's disability management program, not to exceed \$35,000 (01.0-90335.0-00000-27000-5880-7558000) effective July 1, 2018 through June 30, 2019 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is hereby entered into this 7th day of June in the County of Los Angeles, State of California, by and between the Burbank Unified School District, hereinafter referred to as "DISTRICT" and Shaw HR Consulting, Inc., 107 N. Reino Road, # 414, Newbury Park, California 91320, Tax ID: 45-1449198, hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties, for the consideration stated herein, mutually agree as follows:

1. Agreement Documents. The complete Independent Contractor Agreement (AGREEMENT) includes all of the Agreement documents including, the CONTRACTOR's Certificate Regarding Worker's Compensation Insurance, Insurance Policies or Certificates, this AGREEMENT, and all modifications, addenda, and amendments thereto, by this reference and are incorporated herein. The AGREEMENT documents are complementary and what is called for by any one shall be binding as if called for by all.
2. Scope. DISTRICT hereby engages CONTRACTOR as an Independent Contractor to:
Provide disability interactive process professional services, development of Essential Functions Job Analyses and generalized human resources consulting and training.
3. Term. CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2018 and diligently perform required services as described through June 30, 2019.
4. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed thirty-five thousand dollars (\$35,000.00) for the period of July 1, 2018 – June 30, 2019. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

A. Consulting services will be billed as follows:

1. Rachel Shaw: \$350.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.
2. Amy Lear: \$250.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.
3. All other Staff: \$200.00 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

B. Fees for customized trainings and workshops are as follows:

1. Full day session for up to 50 participants is \$6,500, plus flight, rental car and hotel fees, if incurred. Fee includes preparation call, customized training materials and word version samples for participants. For each participant over 50, an additional fee of \$30 per participant applies.

Payment method shall be made as invoiced upon completion of milestone/assignment or every 30 days, whichever comes first. Payments are due within 60 days from invoice date or a 1.5% late fee will be assessed every 30 days thereafter.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR. CONTRACTOR's invoice shall be sent to: Burbank Unified School DISTRICT, 1900 West Olive Avenue, Burbank, California 91506, Attention: Sarah Niemann.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, and submitted to, the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
7. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all materials produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain copyright, trademark and/or patent of said matter in the name of the DISTRICT.
8. Business Termination. In the event that CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of DISTRICT this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to DISTRICT.
9. Termination. DISTRICT may, at any time, for any reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written 396

notice by DISTRICT shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless with five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT

The CONTRACTOR shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the governing board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The CONTRACTOR shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the DISTRICT. (Reference California Education Code Section 45125.1.)

11. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to; loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability of damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - (b) Any injury to or death of any persons, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of

the CONTRACTOR, either directly or by independent contract, arising or of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

12. Insurance. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to DISTRICT a certificate of insurance evidencing all Coverages and endorsements required hereunder. Said certificate of insurance shall be due upon executions of this AGREEMENT, or such subsequent date as agreed to by the DISTRICT. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows.
- (a) General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000.000 per occurrence.
 - (b) Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000.000 per occurrence.
 - (c) Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
 - (d) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$300,000 per occurrence.
 - (e) Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor code of the State of California.
 - (f) A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage.
13. Assignment. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same of any part thereof.
14. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
15. Conflict of Interest. CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business, or financial interest and the services provided under this AGREEMENT, and in the event of change in either private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.

16. Affirmative Action Employment. In the performance of the terms of this AGREEMENT CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
17. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

CONTRACTOR:

Shaw HR Consulting, Inc.
107 N. Reino Road, #414
Newbury Park, CA 91320
Attention: Rachel Shaw,
President

DISTRICT:

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
Attention: Sarah Niemann, Ed.D
Asst. Superintendent, HR

18. Non-Waiver. The failure by any one of the Parties to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as to the date herein:

CONTRACTOR:

Shaw HR Consulting, Inc.

DISTRICT:

Burbank Unified School District

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name: Rachel Shaw

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Tax ID: 45-1449198

**Burbank Unified School District
Instructional Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: John Paramo, Director, Secondary Education

PREPARED BY: Emilio Urioste, Director, Adult Education

SUBMITTED BY: Laura Erisman, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Apprenticeship and Training Programs

Background

The partnership with Associated Builders and Contractors (ABC), Inc. to offer a Construction Trades Electrician Trainee Program as part of the Career and Technical Education (CTE) program at Burbank Adult School has been in place since 2006. The partnership has been successful fiscally and continues to meet the career training needs of students who desire a career in the Construction Trades Industry. The agreement with ABC must be approved annually. The current agreement expires on June 30, 2018.

2017-2018 District-wide Goal(s):

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

Discussion/Issues

AB 1087 requires that electricians meet state certification requirements to practice their craft. Completing classroom instruction for an apprenticeship program is one means for meeting these requirements. Associated Builders and Contractors, Inc. (ABC) provides this training through Montoya Vocational training funds. Administrative regulations to implement AB 1087 require that training organizations such as ABC have a local education agency (LEA) serve as the educational provider for the training.

The responsibilities for the LEA to be the educational provider include completing an educational provider application and administrative oversight such as registering students, tracking student attendance, conducting site visits and providing instructors for the classes. The program is conducted at the ABC training facility. The curriculum for the program is state approved.

Burbank Adult School was approved for 5,452 hours of Apprenticeship Related and Supplemental Instruction (RSI) at a rate of \$5.04 for 2017-18. It is anticipated that BAS will receive a similar allocation for 2018-19.

Fiscal Implications

The approximate salary and benefits cost for this program is not to exceed \$65,000. This expense will be covered using a combination of existing certificated staffing allotments in the adult education fund, through funds reimbursed from ABC as provided for in the agreement, and through the State RSI funds allocated for 2018-19.

Recommendations

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the agreement between Associated Builders and Contractors, Inc., and the Burbank Unified School District/Burbank Adult School, to provide Electrician Trainee Related and Supplemental Instruction, effective July 1, 2018 through June 30, 2019, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

AGREEMENT FOR APPRENTICESHIP TRAINING PRGRAMS

This agreement is made and entered by and between

ASSOCIATED BUILDERS AND CONTRACTORS, INC.

Los Angeles/Ventura Chapter
Apprenticeship and Training Trust

Hereinafter referred to as the “Sponsor” and the

BURBANK UNIFIED SCHOOL DISTRICT

Hereinafter referred to as the “District”

The parties hereto agree as follows:

1. Basis of Agreement

Pursuant to the provisions of Section 3099.4(b) of the Labor Code of the State of California, under the jurisdiction of the State Department of Education, the District will provide a program of related and supplemental instruction for students enrolled in the Burbank Adult School’s Electrical Apprenticeship Training class. This Agreement is entered into pursuant to the provisions of the aforesaid Labor code section and in accordance with the regulations to implement AB 1087 by the Department of Industrial Relations regarding the process to approve educational providers.

District shall provide support and administrative services as required for a maximum of ten (10) classes per year. Each class shall meet for a minimum of 84 hours of instruction during each semester.

Sponsor may make changes in the number of classes and in the minimum number of hours of instruction subject to the District’s approval. Sponsor states that they are an independent organization and not employees of the District.

2. Responsibility for Related and Supplemental Instruction

Sponsor shall be responsible for the development of curriculum for instruction and delivery of related and supplemental instruction. The District and Sponsor shall monitor student record keeping and enrollment processing, instructor application processing, preparation of contracts and all payments generated from instructor attendance rosters, coordination of instruction, and in cooperation with the Sponsor, the selection and training of teachers. District shall provide such support personnel as are required to implement and maintain the program as specified herein. Instructors will be mutually agreed upon by the Sponsor and the District. Classroom facilities are to be provided solely by the Sponsor and not by the District.

3. Payment to District for Services Provided

In consideration of the support and administrative services provided by the District described above, Associated Builders & Contractors, Inc., Los Angeles/Ventura Chapter agrees to pay the District an amount of \$1,550.00 per class for each class of Electrical Apprenticeship Training offered as a part of this agreement. The number of classes conducted will be mutually agreed upon by the District and Associated Builders & Contractors but shall not exceed ten (10) total Electrical Trainee and Apprenticeship classes per year.

District will invoice Associated Builders & Contractors during the months of **November 2018** and **May 2019** for the services described above.

4. Hold Harmless

Sponsor shall indemnify and hold harmless the District, its officers, agents and employees for any and all loss, cost expense, claims or liability for injury to or death of any person or damage to any property caused by the negligence and/or tortuous conduct of the Sponsor in the performance of Sponsor's responsibilities under this Agreement. In such an event, Sponsor, at its own expense, shall also defend all actions, suits, or other proceedings brought against the District, its officers, agents or employees and satisfy any judgment rendered against the District, its officers, agents or employees because of such negligence and/or tortuous conduct.

5. Choice of Law and Forum

This Agreement, its interpretations, performance, or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state. Los Angeles County shall be the venue for all legal matters concerning the Agreement.

6. Terms of Agreement

This agreement shall be effective for the period from July 1, 2018 through June 30, 2019 or as terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate.

Any notices to be given pursuant to this Agreement 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 addresses to the party for whom intended as follows:

To BUSD:

BURBANK UNIFIED SCHOOL DISTRICT
Office of Instructional Services
1900 W. Olive Avenue
Burbank, Ca. 91506

To Program Sponsor:

ASSOCIATED BUILDERS AND CONTRACTORS
TRAINING TRUST
12979 Arroyo Avenue
San Fernando, Ca. 91340

BURBANK UNIFIED
SCHOOL DISTRICT

ASSOCIATED BUILDERS AND
CONTRACTORS TRAINING TRUST

By _____
John Paramo
Director, Secondary Education

By _____

Typed or Printed Name

Title

Date _____

Date _____

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment

PREPARED BY: Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment

SUBMITTED BY: Jenny Jones, Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Agreement with Hanover Research (LCAP Base Grant)

Background:

Hanover Research is a national firm that collaborates with over 250 local school districts and other educational agencies and organizations across the United States. They provide research and service that is customized to the needs of the individual district. As such, Districts are able to request research on any topic and have unlimited access to the Hanover Education Library which contains an online database of over 1,800 research reports related to K-12 and Higher Education topics. These reports contain a multitude of curricular, budget, teaching, student, operational, and administrative-related subjects. They are easy to access just by using a keyword, phrase, date, or frequency of download.

Each Hanover client has access to a pool of over 150 research analysts to dedicate time to acquire the data requested. These researchers specialize in methodologies and subject area ranging from best practices, reports in education, to community stakeholder survey design and administration, and other areas upon request. Their area of expertise is to manage research overflow and operate efficiently to maximize the amount of research completed for each district. Research solutions may include but are not limited to, the following:

- Quantitative and Qualitative Data Analysis – program Evaluation – data mining and segmentation; analysis of district collected data (trend, regression, and longitudinal)
- Literature Review (Best Practices) – topical review of scholarly literature featuring best practices and case studies
- Benchmarking – peer and aspirant-group development and comparative analysis in the areas of administration, operations, and curricular comparisons
- Survey, Designs, Administration, and Analysis – student and parent, quantitative program evaluation, stakeholder engagement, public perception and awareness surveys
- Market Evaluation – vendor/product reviews, demographic trends and projections, policy impact analysis, economic impact assessment

In 2015, the Burbank Unified School District first contracted with Hanover Research Inc. to prepare, distribute, and analyze a District-Wide LCAP Programming Survey. The result of this first collaborative project between the District and Hanover Research Inc. was a comprehensive analysis of the feedback from

755 respondents. This analysis helped District gain insight in to the programs, resources, and services that supported students academically, impacted the social and emotional atmosphere in schools, affected areas such as arts and technology, and provided for professional development of staff.

2017-2018 District-Wide Goals

1. Improve learning and achievement for targeted subgroups of students.
3. Align all instruction and learning to California State Standards.

Discussion and Issues:

In the fall of the 2015-2016 school year, Hanover Research Inc. planned, designed, and executed a second survey instrument for the District. This initiative, the Burbank Unified School District School Climate Survey, was much larger in scope. The survey instrument was specifically designed to provide different questions for the different targeted stakeholder groups. The main idea was to get a strong sense of how the members of the surveyed groups feel about the quality of services, programs, and resources offered by the District. A few key issues addressed in the survey were: student safety and bullying, the quality of academic support, student and parent engagement; familiarity with District programs, resources, and initiatives; support available for staff, and the teaching and learning experience. Staff used the feedback from that survey to reflect on how the surveyed groups (the BUSD community) perceive the culture and climate of the schools and services of the District.

In addition to providing survey creation, implementation, and analysis services for the LCAP and School Climate, Hanover Research Inc. has the capacity to engage in a variety of other projects, and can tailor its research to the needs of the District.

Fiscal Impact:

The cost of the third and final installment is \$40,500. In addition to providing customized survey service (creation, implementation, and analysis) the District has a broad base of research reports and data closely aligned to District instructional efforts and have access to all the information and assessment tools in their library that is readily available to us. The cost will be funded out of the District's LCAP Base Grant. As such, this would be a General Fund Expense.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment, recommends that the Board of Education approve the agreement for consultant services between the Burbank Unified School District and Hanover Research, to provide research assistance, effective July 1, 2018 through June 30, 2019, not to exceed \$40,500 (010.00000.0-00000-72000-5850-7420025), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.



INVOICE

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

INVOICE #: INV006250
CUSTOMER ID: CUS000152
DATE: 07/01/2018
PAYMENT TERMS: 2/10 NET 30
DUE DATE: 07/31/2018

TOTAL AMOUNT: \$40,500.00

DESCRIPTION	START DATE	END DATE	AMOUNT
Services Agreement with Hanover Research	07/01/2018	06/30/2019	\$40,500.00
		SUBTOTAL	\$40,500.00
		Sales Tax	\$0.00
		Discount	\$0.00
		TOTAL	\$40,500.00

PLEASE NOTE OUR NEW BANK DETAILS IF YOU PAY VIA ACH:

PNC Bank

Routing Number: 054000030

Account Number: 5303623435

PLEASE SEND CHECK TO THE ADDRESS BELOW, AND PLEASE NOTE THE NEW FLOOR:

Hanover Research Council
4401 Wilson Blvd
9th Floor
Arlington, VA 22203

FEIN: 20-0253005

Thank You

Please note that if invoice remains outstanding, we must cease work on all active projects.

A handwritten signature in cursive script, reading 'Sharon Cuseo'.

Sharon Cuseo

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

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*:

	<u>Effective 7/1/18</u>
Partner/Senior Counsel/Of Counsel	\$ 275 - \$ 300 per hour
Associate	\$ 215 - \$ 275 per hour
Law Clerk/Paralegal	\$ 135 - \$ 155 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2018 through June 30, 2019, not to exceed \$100,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2018, 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:

I. **ENGAGEMENT.** Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

II. **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).

III. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

IV. **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.

V. **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.

VI. **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.

VII. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

VIII. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

IX. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

X. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

XI. 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.

XII. 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.

XIII. 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.

XIV. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

XV. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

PROFESSIONAL RATE SCHEDULE
FOR BURBANK UNIFIED SCHOOL DISTRICT
(Effective July 1, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 300 per hour
Associate	\$ 215 - \$ 275 per hour
Paralegal / Law Clerk	\$ 135 - \$ 155 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**Burbank Unified School District
Administrative Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

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, 2018 through June 30, 2019, the District hereby agrees to pay the Law Firm in connection with the above referenced services as at the following hourly rates:

Senior Partners	\$ 280.00
Partners/Senior Counsel	265.00
Senior Associates	260.00
Associates	240.00
Electronic Technology Litigation Specialist	240.00
Non-Legal Consultants	200.00
Senior Paralegals/Law Clerks	170.00
Paralegals/Legal Assistants	160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2018 through June 30, 2019, not to exceed \$200,000 per year (01.0-00000.0-00000-72000-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 1st day of July, 2018, 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, 2018, through June 30, 2019. For the period July 1, 2018, through June 30, 2019, 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	\$280.00
Partners/Senior Counsel	\$265.00
Senior Associates	\$260.00
Associates	\$240.00
Electronic Technology Litigation Specialist	\$240.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$170.00
Paralegals/Legal Assistants	\$160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the

District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,

conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

X. DURATION

This Agreement shall be effective July 1, 2018, through June 30, 2019, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

XI. EXECUTION DATE

This Agreement is entered into this ____ day of _____, 2018.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
STEVEN J. ANDELSON

“District”

BURBANK UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, E-Rate Funding Consultation

Background:

E-Rate funding is available to school districts to offset telecommunications costs as well as for upgrades to telecommunications equipment. These are federal dollars, however, and the application process, receipt and use of funds, and documentation of that use is a complicated process. Additionally, the funds and their use are subject to audit by the School and Libraries Division. Thus, it is imperative that application for the funds, receipt and use as well as documentation of all steps in the process be handled in accordance with appropriate rules and regulations. This is a specialized area and in order to maximize participation in available dollars, special attention and care must be given to the application.

Discussion/Issues:

The Burbank Unified School District has participated in the e-rate program for many years in terms of receiving rebates and credits for telecommunication services. To maximize our ability to claim our fair share of available funds from the federal program, the use of a consultant who is highly qualified is necessary. Many hundreds of thousands of dollars are potentially being left on the table by not actively and accurately pursuing all available opportunities on behalf of the school district. Mr. Smith has a proven track record and works with several other school districts to provide e-rate funding services, including Mojave, Huntington Beach, Lennox and Hawthorne. These districts all speak very highly of his services and his ability to not only garner funding but to put together documentation and get them prepared for audit. Mr. Smith has incorporated his company which is now M & E Solutions, LLC aka MEMC Solutions LLC.

Fiscal Impact:

MEMC Solutions LLC will provide services as shown in the attached proposed agreement for the sum of \$75,000 for the period July 1, 2018 through June 30, 2019.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and M & E Solutions, LLC aka MEMC Solutions LLC, to provide E-Rate funding consultation in order to capture federal E-Rate funding to support technology improvements for schools and classrooms, effective July 1, 2018 through June 30, 2019, not to exceed \$75,000 (40.0-00000.0-00000-81000-5850-7500000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.



MEMC Solutions LLC

Your Source for Management Consulting Solutions

Service Contract & Description of Services

**Prepared for
Burbank Unified School District**

May 9, 2018



MEMC Solutions LLC

Service Contract

STAFFING

MEMC Solutions LLC will provide one (1) management/consultant by mutual agreement with superintendent or his designee. The MEMC consultants will be available to the district to meet with district personnel as well as school site principals to perform services as outlined in the Description of Services attached.

The management/consultant personnel will implement, support and provide management of all aspects of the E-Rate programs, vendors, applications, funding and invoicing. The consultant will also be available for various other E-Rate eligible duties as determined by BUSD and MEMC Solutions LLC. The Burbank Unified School District can exercise an option to add additional management/consultant personnel and/or technicians as deemed necessary at any time by mutual consent of MEMC Solutions LLC and the Burbank Unified School District. Additional rate of payment to be determined at the time such additions are made.

MEMC Solutions LLC will provide project management services as needed to complete all required reports, applications, appeals and invoices to the Schools and Libraries Division (SLD). The project manager will be available to relay status reports and to launch new projects that arise during the year.

GENERAL CONTRACT FOR SERVICES

This Services Contract is to be effective July 1, 2018, by and between Burbank Unified School District of 1900 W. Olive Avenue, Burbank, CA 91506 and MEMC Solutions LLC of 142 Fantasy Street, Palmdale, CA 93551. In this contract, the party who is contracting to receive services will be referred to as “BUSD,” and the party who will be providing the services will be referred to as “MEMC”.

1. **DESCRIPTION OF SERVICES.** Beginning July 1, 2018, and continuing through June 30, 2019, MEMC will provide to BUSD the services described on page 3, “Description of Services”.
2. **PAYMENT FOR SERVICES.** In exchange for the Services BUSD will pay compensation to MEMC at a PROJECT rate of \$75,000.00 on a monthly retainer basis in the amount of \$6,250.00 per month for 12 months, July 1, 2018 through June 30, 2019. Each payment shall be payable at the beginning of each month upon the submission of an invoice. BUSD agrees to reimburse MEMC for any and all expenses incurred by MEMC when requested to represent BUSD in meetings outside the Burbank area. These expenses



MEMC Solutions LLC

require pre-approval from the District and are to include reasonable travel, mileage, parking fees, cab fares, rental car fees, meals and lodging.

3. **TERM.** This contract will remain in effect for a period of 12 months, July 1, 2018 through June 30, 2019. This contract offers voluntary extensions in the one year term by mutual consent.
4. **WORK PRODUCT OWNERSHIP.** Any copyrightable work, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by MEMC in connection with the Services will be the exclusive property of BUSD. Upon request, MEMC will execute all documents necessary to confirm or perfect the exclusive ownership of BUSD.
5. **HIRING OF EMPLOYEES.** BUSD will pay compensation to MEMC if they hire any persons who are employed, or have been employed by MEMC in last twelve months, unless MEMC gives permission granting such employment. The compensation paid to MEMC is equal to two years of the employee's final salary level at MEMC. This amount is due to MEMC in six equal monthly payments. The first payment is due on the employee's first workday at BUSD.
6. **CONFIDENTIALITY.** MEMC, and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of MEMC, or divulge, disclose or communicate in any manner, any information that is proprietary to BUSD. MEMC and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.
7. **WARRANTY.** MEMC shall provide its services and meet the obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in MEMC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to MEMC on similar projects.
8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provisions, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.



MEMC Solutions LLC

9. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
10. **AMENDMENT.** This Contract may be modified or amended in writing, if the party obligated under the agreement signs the written request.
11. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.
12. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
13. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
14. **INDEMNIFICATION.** To the extent allowed by law, CONSULTANT shall indemnify and save harmless the DISTRICT, its officers, board members, and employees from and against all claims, actions, liabilities, and losses by whomever asserted arising out of the acts or omissions of CONSULTANT.
15. **FINGERPRINTING REQUIREMENT, DRUG FREE, SMOKE FREE SITES.** CONSULTANT shall obtain a criminal history clearance in conformance with California Education Code Section 45122.1 through the California Department of Justice fingerprint program. CONSULTANT shall not permit any employee or any Sub-Consultant employee to perform services at a school campus until the California Department of Justice has determined that the employee has not been convicted nor has criminal charges pending of a felony offense as defined in the Education Code Section 45122.1. CONSULTANT shall certify in writing by filling out and returning Attachment A, consultant certification form pursuant to Education Code Section 45125.1. ALL DISTRICT sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

Description of Services

E-RATE PROJECT SCOPE OF WORK FISCAL YEAR 2018 - 2019

The following list of items is a proposed scope of work for the 2018-2019 fiscal year in preparation for the 2019-2020 E-Rate application process. This list of services includes tasks that are required to successfully implement E-Rate funding commitments and to participate in the E-Rate application process.

Year 22 E-Rate

- Review and revise E-Rate plans for the coming E-Rate Application Year 22. Draft a list of products, services and vendors projected to be material in the coming E-Rate application.
- Assist District in managing and updating the USAC EPC Portal account so that all E-Rate related project information can be created and housed. The new EPC (E-Rate Productivity Portal) is required to continue to participate in the USAC E-Rate program.
- Prepare and file electronically the FCC Form 470 with the Schools and Libraries Division for the funding year 2018-2019. Make sure that the proper certification form (preferably electronic) is duly filed with the SLD to complete the FCC Form 470 filing.
- Review proposals from current and prospective E-Rate vendors and create plan of action for FCC Form 471 filing with the SLD for the 2018-2019 funding year, as needed.
- Ensure that all sites have maximum E-Rate discount eligibility based upon the Free and Reduced Lunch counts at school sites. Employ any and all calculation methods to achieve maximum E-Rate discount eligibility at each site. Assist District staff and School Site Principals with programs geared to increase E-Rate discount percentages through the gathering of Free and Reduced Lunch Surveys. Track status of Surveys received from School Sites. Attend any meetings (upon request) geared toward more active participation in E-Rate Survey process by students and parents. Prepare E-Rate eligibility surveys and provide them to the District in multiple languages to serve the entire student population.
- Work with on preparation for funding for Basic Maintenance of Internal Connections services related to all new and existing structured cabling infrastructure, wireless access points and network electronics. Assist with the scope of work to be bid and awarded to E-Rate service provider.



MEMC Solutions LLC

- Ensure that ALL eligible purchases are included into the E-Rate program District wide. This can include, but is not limited to discretionary fund technology purchases, Bond wiring, special projects, etc.
- Assist District staff with vendor selection process. Document relevant process milestones for the audit record. Assist District staff with Board presentation of prospective contracts for the 2019-2020 funding year. Attend board meetings where such contracts are being discussed and considered to assist with any documentation or necessary explanations.
- Work with district designee working on Bid specifications and design for the Year 22 Bond projects. Collaboration with the consultant and staff on any requirements related to the E-Rate program and work to leverage and maximize funding offsets through design and planning. Collaboration with the new consultant to include, but not limited to, district meetings, phone conferences, email communications through the planning and bidding process.
- Prepare and file electronically the FCC Form 471 with the SLD for discounts on eligible goods and services for the 2019-2020 funding year. Make sure that the proper certification form (preferably electronic) is filed with the SLD to complete the FCC Form 471 filing.
- Receive and review all Receipt Acknowledgement Letters generated from the SLD in response to our FCC Form 471 filings. If changes or alterations are required, MEMC will make them and document such changes in on site files.
- Receive, review and respond to all Program Integrity Assurance (PIA) Audit requests for information from the SLD during the application review phase of the E-Rate program.
- Prepare and file FCC Form 486 for 2019-2020 funding year.
- Attend District meetings concerning all E-Rate plans, implementation and vendor selection as needed. Integrate E-Rate with other similar and eligible funding programs (Modernization, technology grants and other such programs) to ensure maximum impact of E-Rate discounts and funding.
- Provide any documentation in the custody of the MEMC Solutions LLC pertaining to the Burbank Unified School District E-Rate plans, Burbank Unified School District Technology Use Plans, E-Rate applications, Certifications and PIA responses.
- Maintain documents necessary to complete E-Rate audit files as required by USAC/SLD.



MEMC Solutions LLC

- Services will be paid at a PROJECT rate of \$75,000 on a monthly retainer basis in the amount of \$6,250.00 per month for the 12 months of the contract, July 1, 2018 through June 30, 2019.

Years 14 and 18 Project Management Services

To act and function in the capacity of the BUSD's E-Rate Project Manager on the E-Rate Year 14 and Year 18 Program Implementation (hereinafter "Project"), which is comprised of tasks related to coordination of implementation efforts for E-Rate Year 14 (Burbank HS and Muir MS and Year 18 (Districtwide). Consultant shall supervise and manage the Project and shall regularly communicate and coordinate Project activities with the District as well as the E-Rate service providers selected by BUSD to install the new network infrastructure. Project management services shall also include the following work and tasks pertaining to the Project:

- Consultant shall work directly with the Director of IT to do everything in their power to close out all open E-Rate projects. This coordination effort will include having prepared drawings, specifications and bid documents to facilitate management of all outstanding projects in addition to working with contractors as they complete all projects, file all required change order documentation with the SLD and the District Purchasing Department as well as work directly with the contractors and IORs to close out the above referenced open E-Rate projects.
- Consultant will continue to monitor Service Substitution requests for Year 14 services. Also maintain records of invoicing and assets for Audit purposes. Maintain running balances of funding available for year 14 funding through the close of the project.
- Review project budgets and assist with invoicing and E-Rate financial record keeping and reporting; and
- Attend and participate with the design team to facilitate network construction and close-out of the above mentioned implementation projects. Participate in meetings and study sessions as necessary and make recommendations as appropriate. Conduct or participate in regular update meetings with Facilities department to coordinate implementation schedules and duties; and
- Ensure all Universal Service "E-Rate" Program rules and regulations are adhered to including, but not limited to, record retention, program implementation timelines, annual certifications, invoicing protocols, service substitutions and program form filing requirements; and
- Work with BUSD Technology Services and Facilities to jointly ensure that all contractors



MEMC Solutions LLC

selected by BUSD are on task, meeting required deadlines and timetables, timely and fully performing and complying with their contractual obligations and duties, and staying within the District's approved budget parameters; and

- Collaborate to prepare and implement all E-Rate project management plans, policies, procedures, and protocols and all Universal Service Schools and Libraries Division "E-Rate" documents required by the applicable program rules, and
- Manage and administer the phases of the Project that include the recently designed infrastructure, bidding, construction, and closeout phases, and be physically present on the construction site once construction activities begin, as necessary, to adequately perform the duties of the Project Manager and/or as otherwise directed by the District; and
- Conduct and/or attend regular meetings with E-Rate contractors at the District Service Center to review project status, timelines and to address any issues related to the project implementation. Conduct meetings with School site administrators (or their designee) to review project status and to resolve issues as they arise out of E-Rate construction.
- Perform customary "Clerk of the Works" functions and supervise the contracted Work and activities of District's E-Rate Service Providers and professionals on the Project, and notify the District of any material defaults on or deviations from the contract requirements; and
- Prepare and provide to the District written status reports on a weekly basis which reports shall include project status information, default/deviation information, and any other information requested by the BUSD designated contact person. Assist with the preparation and submission of the project final completion reports to the District's Board of Education; and
- Ensure that the District is copied on all written correspondence sent by the Consultant to any person or party in connection with the Project, including governmental agencies, third parties, consultants, and contractors; and
- Develop and implement communication protocol for the project. Interact and interface with the various departments material in the successful implementation of the subject E-Rate projects as necessary. Those departments include, but are not limited to, Purchasing, Fiscal Services, Technology Services, Facilities Services and School site Administration; and
- Develop and implement a comprehensive records management policy for the project. Keep and maintain accurate records and files pertaining to the Project at the District Service Center located at 510 S. Shelton Street in Burbank, California; and
- Make recommendations to the District regarding Project management issues, including,



MEMC Solutions LLC

but not limited to, budgetary, contract compliance, program compliance issues; and

- Utilize subcontractors to perform any required project management tasks or activities beyond the scope of Consultant's expertise, if necessary, after obtaining the approval of the District; and
- Allow the District's representatives and representatives of state and federal agencies, including but not limited to the Schools and Libraries Division of USAC "E-Rate" or their designated auditors, to inspect, copy and audit the Consultant's records pertaining to the Project; and

Consultant represents and agrees that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices, all applicable local, state and federal laws, rules, and regulations, and all state and federal grant requirements and conditions tied to the federal funding of the Project, which are in effect at the time those services are performed.



MEMC Solutions LLC

Signature Page

Service Recipient:
Burbank Unified School District

By: _____

David Jaynes
Assistant Superintendent of Administrative Services

Date: _____

Service Provider:
MEMC Solutions LLC

By: _____

Maria J. Smith
President & CEO

Date: _____

Contract is not valid until approved by vote of the Board of Education, Burbank Unified School District
Date of Approval: _____

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM : David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Chuck Colgan, Safety and Compliance Coordinator

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Secretary

DATE: June 7, 2018

SUBJECT: Approval of Agreement for Professional Services, Amtech Elevator Services

Background:

These are the annual agreements to service and maintain the District's elevators, wheel chair lifts, and stair glide.

Discussion/Issues:

Amtech Elevator Services has been successfully providing these services to the District for the past ten years. These two agreements include the examination, adjustments, cleaning, lubrication, load tests, monthly fire service tests (elevators) as set forth in these agreements along with the required support documentation to maintain the District's annual operating permits for said equipment. Amtech Elevator Services is offering the elevator agreement (Master Maintenance Agreement) and the wheel chair lifts and stair glide agreement (Oil & Grease Service Agreement) at the same cost as last year. These are annual agreements commencing on July 1, 2018 and concluding on June 30, 2019.

Financial Impact:

23 - Hydraulic Elevators = \$58,512.00 (billed quarterly at \$14,628.00)
17 - Wheel Chair Lifts, and 1 - Stair Climber = \$8,000.00 (billed quarterly at \$2,000.00)
Total Financial Impact: \$66,512.00

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services recommends that the Board of Education approve an agreement between Burbank Unified School District and Amtech Elevator Services for a District-Wide Master Maintenance Agreement (elevators = \$58,512) and an Oil & Grease Agreement (wheel chair lifts and stair glide = \$8,000.00), effective July 1, 2018 through June 30, 2019, not to exceed \$66,512 (01.0-81500.0-00000-81100-5631-7523400), and that the authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.



DATE: May 3, 2018

TO:
Burbank Unified School District
510 South Shelton Street
Burbank, CA 91506

Attn: Mr. Chuck Colgan

FROM:
Amtech Elevator Services
3041 Roswell Street
Los Angeles, CA
90065

EQUIPMENT LOCATION:
Burbank Unified School District
Multiple Locations in Burbank
(see attachment F for locations)

Sales Associate:
Steve Park
Phone: (323) 478 2100
Fax: (323) 478 2130

PROPOSAL NUMBER: 17spmBur

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
Twenty-three (23)	Various	Hydraulic Passenger/Service	See "Attachment F"

Amtech SERVICE

We propose to furnish Amtech Service on the equipment ("Units") described above. All work will be performed during our regular working hours of our regular working days, unless otherwise specified in this Agreement.

Under this Contract, we will service the Units on the following terms and conditions:

MAINTENANCE INCLUDES:

We will use reasonable care to maintain your equipment using trained personnel. We will regularly and systematically examine, clean, lubricate, adjust and if in our opinion conditions warrant, unless specifically excluded under the proration provision, repair or replace the following:

Machine: Worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.

Motor: Windings, bearings, rotating element, commutators, brushes and brush holders.

Motor Generator: Windings, bearings, rotating element, commutators, brushes and brush holders.

Hydraulic: Pump Unit, valves and motors, jack unit except underground cylinders and piping.

Controller: Dispatching and power equipment, selectors, all relays, solid state components, computer components, transformers, chokes and filters.

Dispatching Equipment: All relays, resistors, contacts, coils, leads, fuses, transformer, timing devices and solid-state components.

Selector: All electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.

Governor: Sheave, bearings, shafts, contacts and governor jaws.

Hoistway Equipment: Buffers, compensating sheave assemblies, compensating cable or chains, guide rails, counterweight safeties and guide shoes, load weighing equipment and seismic devices.

Structural Car Frame: Safeties, guide shoes.

Power Door Operator: Car and hoistway door hanger tracks and rollers, car opening protective devices, door auxiliary closer, door gibbs and door interlocks.

Elevator Control Wiring: Located in the machine room, hoistway, car including the traveling cables.

Fixtures: Call and hall operating buttons, contacts and signal bulbs. Replacement of signal fixture bulbs is to be performed during regular examinations or otherwise be billed separately at Amtech's standard billing rates.

Furnish Lubricants and Hydraulic Fluid.

Safety Devices: will be periodically examined.

SERVICE PROVIDED

We will examine, adjust, clean and lubricate the equipment as set forth above.

Prompt response to all emergency callbacks during regular working hours, Monday through Friday, except holidays, recognized now and hereafter by the local elevator union.

Covered repairs will be performed only during regular working hours.

We will maintain for each unit a record of all examinations, callbacks and repairs.

OVERTIME CALLBACK SERVICE

On Callbacks outside of regular working hours, Amtech Elevator Services will absorb the travel and worked hours at the straight time rate and you will be charged for the overtime premium portion only, including travel time and expenses.

MAINTENANCE DOES NOT INCLUDE:

Refinishing, repairs to, or replacement of elevator car enclosures (including removable panels), car gates, plenum chambers, hung ceiling, handrails, mirrors, light diffusers, fixtures and bulbs, emergency lighting including battery, car sill(s), car flooring and platform.

Hoistway enclosure, including hoistway door panels, frames, sills, fascia, hoistway gates, and hoistway cleaning.

Signal fixture and operating station cover plates or plastic inserts. Braille and tactile plates. Telephones or communication systems, Key mortise cylinders, instruction or warning signs in connection with the use of the equipment by passengers.

Electric power supplies for equipment operation including signals and lighting; power switches, circuit breakers, or fuses and feeders to the controllers. Emergency power systems, mainline shunt trips and emergency power transfer switches.

Telephones installed by others, smoke and heat detectors with related wiring and annunciation panels, air conditioners or cooling systems, heating systems, cad key or touch pads, intercom, music or security systems, computer devices, keyboards, or display units.

Failure of hydraulic jack unit, buried or unexposed pipe or conduit from any cause including, but not limited to, corrosion or electrolysis.

It is mutually agreed that all repairs and replacements covered by this Agreement are limited to those necessitated by normal wear and tear, and that we shall not be required to replace or repair equipment by reasons of negligence or misuse by others or for any cause beyond our control; including but not limited to incorrect use of key switches, damages to the equipment by acts of God, forces or elements or changes in the normal environment and/or operating conditions. We shall not be required to alter existing equipment, or make replacements of obsolete or discontinued parts or parts of changed design whether recommended by you or directed by insurance companies, consultants, third party audits or any governmental authority.

Unless provided elsewhere in this Agreement, any step/skirt performance index test or modifications, replacements or repair necessary to meet the performance index on your escalators that are required by applicable laws are not included in this Agreement.

Unless provided for elsewhere in this Agreement, any periodic safety tests required by applicable laws or codes are not included under this Agreement, but will be performed by us upon request from you and will be billed at our regular billing rates. We shall not be responsible for any inspection fees, license fees, certificate fees or witness fees for any testing of equipment which may be required by governmental or other authorities.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Amtech Elevator Services may cancel this Contract by providing thirty (30) days written notice.

If the equipment has firefighter's service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors. If during the initial firefighter's service test any elevator firefighter's service is found to be inoperable, the building is responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

- a. Pre-existing conditions: The repairs listed in Attachment C should have been completed by your existing elevator maintenance company. The listed repairs are expressly excluded from the work required under this contract. If the listed repairs are necessary for the proper operation of the equipment, or at your request, Amtech Elevator Services will perform the work at an additional charge. Otherwise, we will maintain the elevator system in the current mode of operation.
- b. Pre-maintenance: You agree to the completion of the pre-maintenance repairs and conditions identified in proposal # _____ dated _____ at the cost specified therein.

Cleaning, adjustments, parts and repairs, which are not specifically included herein, are excluded. Such additional work, when necessary, and authorized by you, shall be performed at our regular billing rates for material and labor including travel time and expenses.

PARTS INVENTORY AND LUBRICANTS

We will maintain a supply of frequently used replacement parts and lubricants required for routine maintenance. Replacement parts furnished under this Agreement will be original equipment manufactured or parts specifically selected by us for use on this equipment. All replacement parts will be new or refurbished to our standards. In the event the Agreement is terminated for any reason whatsoever, you agree to provide us access to the premises where the equipment is located to allow us to remove any spare parts or tools stored there by us.

OPERATIONAL CHARACTERISTICS

We will maintain optimal operational characteristics of your equipment including, door operation, car speed floor leveling, and ride quality as determined by the original equipment design, age of equipment and building use type.

PRORATIONS, EXCLUSIONS

If a Prorations/Exclusions Addendum is attached, the items listed on that Addendum show considerable wear and will have to be replaced or repaired in the near future. These items are subject to limited or no coverage as provided for in the Addendum.

YOUR OBLIGATIONS

It is agreed that we do not assume possession or control of any part of the units, that such remains yours solely as owner, operator, lessee or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. This responsibility includes, but is not limited to; advising, warning and/or instructing passengers in the proper use of the equipment.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You will insure that the machine rooms are properly ventilated with temperature controlled in the 50 degree F to 90 degree F range or otherwise as required by governmental authority.

You agree to provide us unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. You agree to provide a safe work place for our personnel and to remove any hazardous materials in accordance with applicable laws and regulations. You agree to restrict access to the equipment to only our authorized personnel. During the term of this Agreement, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment.

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment.

You are responsible to secure our right to use any special service tools, manuals and technical support required to maintain your equipment. These tools must be provided prior to us beginning maintenance on such equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, you, shall immediately notify us. In the event of an accident, we shall be notified in writing within 24 hours of the incident. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use of the Unit. This notice requirement is to be strictly construed and any failure to comply with the requirements will serve to hold you liable for any damages or injuries resulting therefrom.

The ASME A17.3-2002 Safety Code for Existing Elevators limits the space between the hoistway door and elevator gate to 4 inches (or 5 1/2 inches if there is a hoistway door and elevator door and 5 inches for Private Residence Elevators). The purpose of this provision of the Code is to prevent a child or small adult from becoming entrapped in this space and then being killed or seriously injured if the elevator moves. There have been multiple deaths and severe injuries to children who became entrapped in the excessive space, such as exists on your elevator. We recommend that until the elevator has been modified to eliminate the excessive space, it should be turned off.

TERMS AND CONDITIONS

You will indemnify and hold us harmless for losses due to personal injury or property damage to the extent caused by your negligent acts or omissions.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, floods, water, weather, earthquakes, riot, civil commotion, war, repairs by others, exposure to excessive heat, vandalism, misuse malicious mischief or acts of God. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind. We shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any environmental/ecological reporting, testing, cleaning or rehabilitation dictated by any agency or party for any reason. If such action is required from us by a third party they shall be paid for by you.

While this Agreement is designed to reduce wear and prolong the useful life of such equipment, we make no representation that such equipment will not breakdown or malfunction, and you agree to hold us harmless from any such event or action arising therefrom.

Any purchase order issued by you in connection with this Agreement are deemed to be issued for your administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the services to be provided hereunder, and this Agreement may not be changed, modified, revised or amended unless in writing and signed by you and our authorized representative.

In the event of sale, lease or other transfer of the equipment, or the premises in which they are located, or a change in the paying party, you agree to see that such transferee or alternate paying party is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement term. Should you fail to do this, you will be liable for the full unpaid balance due for the unexpired term of the Agreement. We may at our sole discretion, terminate this Agreement with any such successor at any time upon thirty (30) days written notice. The Agreement monthly price is a unit amount for the entire Agreement period subject to interest and escalation adjustments.

Your failure to pay any sum within sixty (60) days will be deemed a material breach. We may, at our option, declare all sums due or to become due for the unexpired term, immediately due and payable as liquidated damages, but not as a penalty, and until the same are paid, be discharged from further obligations under the Agreement.

It is expressly agreed that the payment of all sums due hereunder, is a condition precedent to the rendering of service. We reserve, at our option, the right to suspend or curtail service until all payments due are made.

This Agreement is based on conditions prevailing under current labor agreements. In the event future labor agreements or changes alter costs or restrict our ability to provide services hereunder, we shall notify you in writing and thereupon, offer modification to the Agreement to remedy the situation. In the event we cannot agree on a revised Agreement, either party shall have the right to terminate this Agreement upon expiration of ninety (90) days from the above notice.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Our price to perform the services as outlined in this agreement is **Fifty eight thousand five hundred twelve and 00/100 Dollars (\$58,512.00) per year**, to be billed quarterly in advance at a rate of **Fourteen thousand six hundred twenty-eight and 00/100 Dollars (\$14,628.00) quarterly**.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the date of any labor rate adjustment under Amtech Elevator Services contract with the respective collective bargaining agreement to reflect increases or decreases in material and labor cost.

Price Adjustment (See Special Provisions Attachment F)

Material

Twenty Percent (_20_%) of the Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on which this Agreement commenced.

Labor

Eighty Percent (_80_%) of the Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the collective bargaining agreement. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be **July 1, 2018 through June 30, 2019**. The Term of this Contract will be for one (1) years beginning on the Commencement Date. The Contract will automatically be renewed at each anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

PAYMENTS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

If payments are not made in accordance with the terms of this contract, when due, we may elect to cancel this contract at will and shall not be liable for any acts or omissions following any such failure to make payment, whether election is made to cancel the contract or not. Upon receiving payment of arrears we may, at our option continue to render services hereunder, but such continuance shall not constitute a waiver of any of our rights because of such default. Invoices will be deemed acceptable unless we receive from the purchaser specific written objection within 10 days from the invoice date.

In addition to any other remedies we may have, in the event that THE PURCHASER cancels this contract prior to its expiration. THE PURCHASER shall pay as liquidated damages (NOT AS PENALTY) 33% of the monthly agreement price as adjusted per the adjustment clause herein at the time of the premature cancellation, for the number of months remaining between the cancellation date and the agreement termination date.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Amtech. Further, any manual changes to this form will not be effective as to Amtech, unless initialed in the margin by an authorized representative of Amtech.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Steve Park

Steve Park 323-478-2100

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 06/11/18

Signed: X

Print Name: David Jaynes

Title: Assistant Superintendent

E-mail: DavidJaynes@burbankusd.org

Name of Company: Burbank Unified School District

☒ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

Amtech Elevator Services

Approved by Authorized Representative

Date: 5/7/18

Signed: [Signature]

Print Name: Eddy Toapanta

Title: General Manager

ATTACHMENTS

The Special Provision Attachments checked below are included and made part of this contract:

☐	Attachment "A"	Prorations / Exclusions Addendum	☒	Attachment "F"	Miscellaneous Provisions
☐	Attachment "B"	Governmental Required Safety Inspections Addendum	☐	Attachment "G"	Hydraulic Cylinder Warning
☐	Attachment "C"	Pre-Maintenance Repairs Addendum	☒	Attachment "H"	Fire Test Option
☐	Attachment "D"	Advance Payment Option	☐	Attachment "I"	Notice to Cure
☐	Attachment "E"	Extended Term Option			

SPECIAL PROVISIONS – ATTACHMENT “F”

MISCELLANEOUS PROVISIONS

Contract Term:

This Agreement shall commence on July 1, 2018 and continue until June 30, 2019.

List of elevators covered under this Agreement:

Ralph Waldo Emerson Elementary 720 East Cypress	Elevator # 110594
Joaquin Miller Elementary 720 East Providencia	Elevators # 110157, 110596
Theodore Roosevelt Elementary 850 North Cordova Street	Elevator # 127560
George Washington Elementary 2322 North Lincoln	Elevators # 110893, 110894
John Muir Middle School 1111 North Kennedy Road	Elevator # 128494, 128497
Burbank High School 902 North Third Street	Elevators # 128393, 127802, 127898, 127899, 127801, 127798, 134608, 134798
John Burroughs High School 1920 Clark Avenue	Elevators # 110593, 127789, 127774, 134509, 158655(Stadium)
Administration 1900 West Olive Avenue	Elevator # 75347
McKinley Elementary 349 W. Valencia Ave.	Elevator (Mitsubishi)

Special Provisions:

Under this Agreement, Amtech shall waive the vehicle surcharge typically included on any special service call invoices. You will not be invoiced for the vehicle surcharge.

SPECIAL PROVISIONS – ATTACHMENT “H”

FIRE CIRCUITRY TESTING OPTION

This contract includes the monthly testing of the elevator fire service circuitry.

Note: With Amtech performing this testing it will require us to visit each elevator each month.

FREQUENCY OF MAINTENANCE VISITS

Amtech will establish a plan to service each elevator at least nine (9) or ten (10) times during the year. The maintenance visits shall be planned to occur on roughly a five week schedule or interval. Maintenance visits may be combined with the response to a special service call.

FIVE YEAR LOAD TEST, CYLINDER & PRESSURE RELIEF VALVE TESTING

The State required five-year full load test (3071(J)), cylinder test (3128 [Rule 1005.2b]) and pressure relief valve testing (3128 [Rule 1005.2a]) of the hydraulic systems are included in the listed contract price. There will be no extra charge for Amtech to perform these tests as they come due.

CONTRACT TERM

This Agreement shall commence on July 1, 2018 and continue through June 30, 2019.

PRICE ADJUSTMENT

The agreed upon maintenance price shall be constant and fixed for the term of the Agreement which is July 1, 2018 through June 30, 2019.

INDEMNITY

We will indemnify and hold you harmless for losses due to personal injury or property damage to the extent caused by our negligent acts or omissions during the performance of the work, but not to the extent caused by others. You agree to indemnify and us under the same terms and conditions.

CLARIFICATION OF HOURS (STRAIGHT TIME, OVERTIME, DOUBLETIME)

Straight Time	8:00am to 4:30pm Monday through Friday
Overtime	4:31pm to 7:59am Monday through Friday, All of Saturday
Doubletime	All of Sunday and Holidays

Current Billing Rates (per man hour) (subject to change without advance notice)

Straight time	\$378.00
Overtime	642.00
Overtime differential	262.00
Doubletime	756.00



DATE: May 3, 2018

TO:
Burbank Unified School District
510 South Shelton Street
Burbank, CA 91506

FROM:
Amtech Elevator Services
3041 Roswell Street
Los Angeles, CA 90065

EQUIPMENT LOCATION:
Burbank Unified School District
Multiple Locations in Burbank

PROPOSAL NUMBER: 18spmBur1

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Equipment IDs
Seventeen (17)	Various	Wheel Chair Lifts	
One (1)		Stair Glide	

OIL & GREASE SERVICE

We propose to furnish service on the following described elevator(s), or escalator(s) (hereinafter the "equipment" or "units"):

COVERAGE

This service will consist of examinations of the units not more than on a monthly basis, including oiling and external cleaning of the machine, motor and controller; governor and tail sheaves, interlocks, etc.; and greasing or oiling of bearings and guides. In addition, we will furnish the following supplies: oils (excluding hydraulic fluid), greases and cleaning materials. All work is to be done during our regular working hours of our regular working days. If we provide callback service at your request, you agree to pay us for our labor and materials at our regular billing rates.

- 1. Under this service contract Amtech will inspect/service each wheel chair lift once per quarter.**

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two thousand and 00/100 Dollars (\$2,000.00) per quarter, payable quarterly in advance upon presentation of our invoice, plus any applicable taxes.

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs.

The Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **Jan. 1, 2018** which was \$85.258. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM (See Special Provisions Attachment F for more details)

The Commencement Date will be **July 1, 2018**. The Term of this Contract will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed at each anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current one (1) year term.

ACCEPTANCE

Additional Terms and Conditions on reverse side apply. This proposal, when accepted by you below and approved by our authorized representative, shall constitute the Agreement between us, and all prior representations or agreements not incorporated herein are superseded. We do not waive our rights under any existing Agreement until this proposal is fully executed.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Steve Park

Steve Park 323-478-2100

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 06/11/18

Signed: X

Print Name: David Jaynes

Title: Assistant Superintendent

E-mail: DavidJaynes@burbankusd.org

Name of Company: Burbank Unified School District

☒ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent
(Name of Principal or Owner)

Amtech Elevator Services

Approved by Authorized Representative

Date: 5/7/18

Signed: [Signature]

Print Name: Eddy Toapanta

Title: General Manager

ATTACHMENTS

The Special Provision Attachments checked below are included and made part of this contract:

☐	Attachment "A"	Prorations / Exclusions Addendum	☐	Attachment "E"	Extended Term Option
☐	Attachment "B"	Governmental Required Safety Inspections Addendum	☒	Attachment "F"	Miscellaneous Provisions
☐	Attachment "C"	Pre-Maintenance Repairs Addendum	☐	Attachment "G"	Hydraulic Cylinder Warning
☐	Attachment "D"	Advance Payment Option	☐	Attachment "H"	Fire Test Option

TERMS AND CONDITIONS

It is agreed that we do not assume possession or control of any part of the units, that such remains yours solely as owner, operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. This responsibility includes but is not limited to; advising, warning instructing passengers in the proper use of the equipment.

You will insure that the machine rooms are properly ventilated with temperature controlled in the 50° F to 90° F range or otherwise as required by governmental authority.

You agree to provide us unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. You agree to provide a safe work place for our personnel and to remove any hazardous materials in accordance with applicable laws and regulations. You agree to restrict access to the equipment to only our authorized personnel. During the term of this Agreement, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, you, shall immediately notify us. In the event of an accident, we shall be notified in writing within 24 hours of the incident. Until we correct the problem, you agree to remove the unit from service and take all necessary precautions to prevent accidents or use of the unit. This notice requirement is to be strictly construed and any failure to comply with the requirements will serve to hold you liable for any damages or injuries resulting therefrom.

We will indemnify and hold you harmless for losses due to personal injury or property damage to the extent caused by our negligent acts or omissions during the performance of the work, but not to the extent caused by others. You agree to indemnify us under the same terms and conditions.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, floods, water, weather, earthquakes, riot, civil commotion, war, repairs by others, exposure to excessive heat, vandalism, misuse, malicious mischief or acts of God. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind. We shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any environmental/ecological reporting, testing, cleaning or rehabilitation dictated by any agency or party for any reason. If such action is required from us by a third party, you will fully compensate them.

While this Agreement is designed to reduce wear and prolong the useful life of such equipment, we make no representation that such equipment will not breakdown or malfunction, and you agree to hold us harmless from any such event or action arising therefrom.

Any purchase order issued by you in connection with this Agreement is deemed to be issued for your administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the services to be provided hereunder, and this Agreement may not be changed, modified, revised or amended unless in writing and signed by you and our authorized representative.

In the event of sale, lease or other transfer of the equipment, or the premise in which they are located, or a change in the paying party, you agree to see that such transferee or alternate paying party is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement term and subject to termination as herein provided, or you will otherwise be liable for the full unpaid balance due for the unexpired term of the Agreement. We may at our sole discretion, terminate this Agreement with any such successor at any time upon thirty days written notice. The Agreement monthly price is a unit amount for the entire Agreement period subject to interest and escalation adjustments.

Your failure to pay any sum within sixty (60) days will be deemed a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, but not as a penalty, and until the same are paid, be discharged from further obligations under the Agreement.

It is expressly agreed that the payment of all sums due hereunder is a condition precedent to the rendering of service. We reserve at our option the right to suspend or curtail service until all payments due are made.

This Agreement is based on conditions prevailing under current labor agreements. In the event future labor agreements or changes alter costs or restrict our ability to provide services hereunder, we shall notify you in writing and thereupon offer a modification to the Agreement to remedy the situation. In the event we cannot agree on a revised Agreement, either party shall have the right to terminate this Agreement upon expiration of ninety (90) days from the above notice.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SPECIAL PROVISIONS – ATTACHMENT “F” to proposal #18spmBur1

List of Wheel Chair Lifts covered under this Agreement:

Walt Disney Elementary 1220 West Orange Grove	Lift # 73324
Thomas Edison Elementary 2110 West Chestnut Street	Lift # 110605
Ralph Waldo Emerson Elementary 720 East Cypress	Lift # 110739
Thomas Jefferson Elementary 1900 North Sixth Street	Lift # 110343
Joaquin Miller Elementary 720 East Providencia	Lift 68689-I
Theodore Roosevelt Elementary 850 North Cordova Street	Lift # 117754
Robert Louis Stevenson Elementary 33 Oak Street	Lift # 69591
George Washington Elementary 2322 North Lincoln	Lift # 36492
David Star Jordan 420 South Mariposa Street	Lift # auditorium
Luther Burbank Middle School 3700 West Jefferies Avenue	Lift # 26897-I
John Muir Middle School 1111 North Kenneth Road	Lift # 26887
Burbank High School 902 North Third Street	Lift # 78872
John Burroughs High School 1920 Clark Avenue	Lift # stage, 134713, 134604
Henry M. Mingay Adult School 38711 Allen Avenue	Lift # 128167
William McKinley Elementary 349 West Valencia Ave.	One (1) wheel chair lift One (1) stair glide

List of Wheel Chair Lifts covered under this Agreement (cont.):

Providencia Elementary
1919 North Ontario Street

One (1) wheel chair lift, # 157205

Contract Term:

This Agreement shall commence on July 1, 2018 and continue until June 30, 2019.

Price Adjustment:

The agreed upon maintenance price shall be constant and fixed for the term of the Agreement which is July 1, 2018 through June 30, 2019.

Clarification of Hours (Straight-time, overtime, doubletime)

Straight Time 8:00am to 4:30pm Monday through Friday

Overtime 4:31pm to 7:59am Monday through Friday, All of Saturday

Doubletime All of Sunday and Holidays

Current Billing Rates (per man hour) (subject to change without advance notice)

Straight time	\$378.00
Overtime	642.00
Overtime differential	262.00
Doubletime	756.00

Special Provisions:

Under this Agreement, Amtech shall waive the vehicle surcharge typically included on any special service call invoices. You will not be invoiced for the vehicle surcharge.

Wheel Chair Lift Load Tests

Amtech will perform the code required load tests on wheelchair lifts as part of this agreement. Typically the tests will be performed after write-up by the State Inspector.

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Crystal Cozakos, Construction and Operations Secretary

SUBMITTED BY: Crystal Cozakos, Construction and Operations Secretary

DATE: June 7, 2018

SUBJECT: Approval of Award of Contract, CUPCCAA Bid 1718-079, Pierre Landscape, Landscape Irrigation Improvements, Bret Harte Elementary School (Routine Maintenance)

Background:

Re-irrigating the field for reclaimed water.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts

Discussion/Issues:

The work will be taking place in the 18/19 fiscal year.

Fiscal Impact:

\$176,705 Restricted Routine Maintenance

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a contract between Burbank Unified School District and Pierre Landscape, for Landscape Irrigation Improvements at Bret Harte Elementary School, not to exceed \$176,705 (01.0-81500.0-00000-85000-6170-7523500) Routine Maintenance, effective June 8, 2018 through June 7, 2019, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

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BID CUPCCAA 1718-079: LANDSCAPE IRRIGATION IMPROVEMENTS @ BRET HARTE ELEMENTARY SCHOOL

BIDDER	BASE BID	BID BOND	ADDENDUM #1	COMMENTS
1. PIERRE LANDSCAPE	\$141,705.00 Total w/ allowance: \$176,705.00	☒	☒	allowance <u>\$35,000.00</u>
2.				
3.				
4.				
5.				
6				
7				

Bid Form

1900 W. Olive Avenue – Purchasing Services
Burbank, CALIFORNIA 91506-2460

Dear Board Members:

The undersigned doing business under the firm name of:

Pierre Landscape, Inc.

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

CUPCCAA – Landscape and Irrigation Improvements at Bret Harte Elementary School
3200 Jeffries Avenue Burbank, CA 91505
Bid # 1718-079

prepared by:

NAVA Studio + Design
308 Stowe Terrace
Los Angeles, CA 90042

A). Total without allowance specified in section 01 21 00 for the specified bid package included in this Bid Form:
One Hundred Forty One Thousand Seven Hundred and Five Dollars
(\$141,705) including all applicable taxes, permits and licenses. Failure to include the correct dollar amount for the allowance will result in the rejection of your proposal.

B). Allowance value specified in section 01 21 00 for the specified bid package included in this Bid Form:
Thirty Five Thousand Dollars
(\$35,000.00).
Failure to include the correct dollar amount for the allowance will result in the rejection of your proposal.

C). For the total sum of (add A & B above)

One Hundred Seventy Six Thousand Seven Hundred and Five Dollars

(\$176,705) including all applicable taxes, allowance, permits and licenses.

Alternates:

All requested Alternates shall be bid. In the event there is no cost change, bidders must write in 0.00 in each applicable Alternate line below. The bid alternate lump sum price includes the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to provide products complete in place and fully functional and per the plans and specifications. Alternates will NOT be added to the Total Sum (Item C above) for determination of the lowest bid.

A complete description of bid items are set forth in Section 01 2300 – Alternates.

Additive Alternate #1

(\$ 0.00)

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

5455 2nd Street, Irwindale, CA 91706

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

Zurich American Insurance Company

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 3/29/18 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and

Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Joseph J. Lowden, III

Title: President & COO

Name of Company as Licensed: Pierre Landscape, Inc.

Business Address: 5455 2nd Street,
Irwindale, CA 91706

Telephone Number: (626) 587-2121

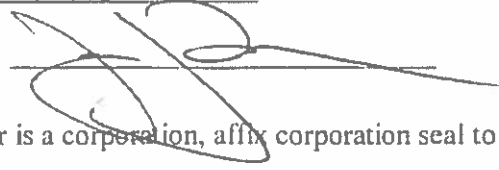
California Contractor License No.: 638989

Class and Expiration Date: 03/31/2020

State of Incorporation, if Applicable: California

() Evidence of authority to bind corporation is attached.

Dated: April 11, 2018

Signed: 

If bidder is a corporation, affix corporation seal to the right.

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
PIERRE LANDSCAPE, INC. as Principal and INTERNATIONAL
FIDELITY INSURANCE COMPANY as Surety, are hereby held and firmly bound
 unto the Burbank Unified School District "Owner" in the sum of ****Ten Percent (10%) of the**
Total Amount of the Bid** Dollars (\$10%*****) for payment of which sum, well
 and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
 submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
 enter into a Contract in writing for the CUPCCAA – Landscape and Irrigation
 Improvements at Bret Harte Elementary School in strict accordance with Contract
 Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a
 contract in the form of agreement attached hereto and shall execute and deliver
 Performance and Payment Bonds in the forms attached hereto (all properly completed in
 accordance with said bid), and shall in all other respects perform the agreement created
 by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
 and effect, it being expressly understood and agreed that the liability of the Surety for any
 and all default of the Principal hereunder shall be the amount of this obligation as herein
 stated.

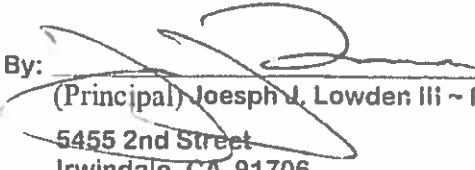
Surety, for value received, hereby stipulates and agrees that no change, extension
 of time, alteration or addition to the terms of the Contract on the call for bids, or to the
 Work to be performed hereunder, or the specifications accompanying the same, shall in
 any way affect its obligation under this bond, and it does hereby waive notice of any such
 change, extension of time, alteration or addition to the terms of said Contract or the call
 for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this
 instrument under several seals this 11th day of April, 2018, the name
 and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

PIERRE LANDSCAPE, INC.

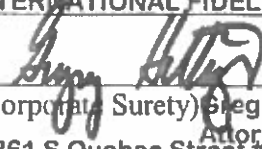
By: 

(Principal) Joseph J. Lowden III ~ President

5455 2nd Street
Irwindale, CA 91706

(Business Address)

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: 

(Corporate Surety) Gregory Hettinger ~ CDI #0B52655

5261 S Quebec Street #100
Greenwood Village, CO 80111

(Business Address)

By: _____

The rate or premium of this bond is \$11.40 per thousand, the total amount of premium charged, \$ -0-.

(The above must be filled in by Corporate Surety).

Acknowledgment

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)
County of Arapahoe)

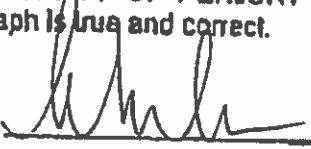
On April 11, 2018 before me, Melissa Marie Miller, Notary Public

personally appeared Gregory Hettinger

, who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature 

Melissa Marie Miller -- Notary Public

MELISSA MARIE MILLER
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20094035646
My Commission Expires 10/30/2021

Acknowledgment

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On April 11, 2018 before me, Heather Ohm -- Notary Public

personally appeared Joseph J. Lowden, III

_____, who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Heather Ohm -- Notary Public



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond #

N/A

457

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

GREGORY HETTINGER

Greenwood Village, CO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 21st day of July 2015 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



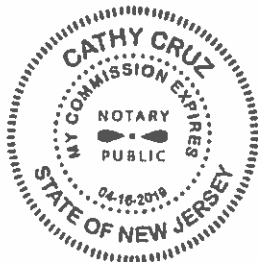
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 11, 2018

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

As of March 1, 2015, for any bid proposal submitted, and as of April 1, 2015, for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

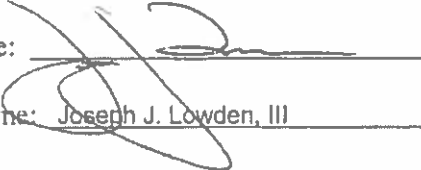
Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License & DIR # Number

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 11, 2018, at Irwindale [city], CA [state].

Signature: 

Print Name: Joseph J. Lowden, III

Title: President & COO

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the bid. Any attachments shall be submitted at the time of contract award.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
 - c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 04/11/2018

Name: Joseph J. Lowden, III


Signature
Title: President & CEO

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.

- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in

subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: Burbank Unified School District

Project: CUPCCAA – Landscape and Irrigation Improvements at Bret Harte Elementary School

The undersigned declares:

I am the President & COO of Pierre Landscape, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 11, 2018, at Irwindale [city], CA [state].

Signature

Joseph J. Lowden III

Print Name

Sufficient Funds Declaration
(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner: Burbank Unified School District
Project: Landscape & Irrigation Improvements at Bret Harte Elementary School
Bid Package: 14 - Landscape & Irrigation

I, Joseph J. Lowden, III, declare that I am the President & COO
of Pierre Landscape, Inc., the entity making and submitting the bid for the above
Project that accompanies this Declaration, and that such bid includes sufficient funds to
permit Pierre Landscape, Inc. [insert name of entity] to comply with all local, state or
federal labor laws or regulations during the Project, including payment of prevailing
wage, and that Pierre Landscape, Inc. [the entity] will comply with the provisions of Labor
Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on April 11 2018, at Irwindale [city],
CA [state].

Date: 04/11/2018



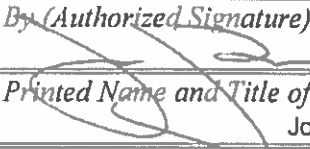
Signature
Print Name: Joseph J. Lowden, III
Print Title: President & COO

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Pierre Landscape, Inc.		<i>Federal ID Number (or n/a)</i> 95-4351034
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Joseph J. Lowden, III - President & COO		
<i>Date Executed</i> 014/11/2018	<i>Executed in</i> Irwindale, CA	

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Crystal Cozakos, Construction and Operations Secretary

SUBMITTED BY: Crystal Cozakos, Construction and Operations Secretary

DATE: June 7, 2018

SUBJECT: Approval of Award of Contract, CUPCCAA Bid 1718-081, PMC Concrete Contractors Inc., Replacement of Lunch Shelter Asphalt, Joaquin Miller Elementary School (Routine Maintenance)

Background:

Existing asphalt currently has cracks that have created trip hazards. Being replaced with concrete.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts

Discussion/Issues:

The work will be taking place in the 18/19 fiscal year.

Fiscal Impact:

\$58,690 Restricted Routine Maintenance

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a contract between Burbank Unified School District and PMC Concrete Contractors Inc., for the Replacement of the Lunch Shelter Asphalt at Joaquin Miller Elementary School, not to exceed \$58,690 (01.0-81500.0-00000-85000-6170-7523500) Restricted Routine Maintenance, effective June 8, 2018 through June 7, 2019, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

#47

CUPCCAA BID 1718-081 REPLACE LUNCH SHELTER ASPHALT AT MILLER ELEMENTARY SCHOOL

BIDDER	BASE BID	BID BOND	COMMENTS
1. PMC CONCRETE CONTRACTORS INC	\$58,690-	✓	NO ADDEN.
2.			
3.			
4.			
5.			
6.			
7.			

BID FORM

Burbank Unified School District
1900 West Olive Avenue, Burbank, CA 91506-2460

BID 1718-081 CUPCAA BID TO REPLACE LUNCH SHELTER ASPHALT AT MILLER ELEMENTARY SCHOOL

Base Bid Package consists BID 1718-081 CUPCAA BID TO REPLACE LUNCH SHELTER ASPHALT AT MILLER ELEMENTARY SCHOOL

Dear Board Members:

The undersigned doing business under the firm name of:

PMC CONCRETE CONTRACTORS INC

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

Prepared by: Burbank Unified School District

MILLER ELEMENTARY SCHOOL, LUMP SUM TOTAL fifty Eight thousand six hundred & ninety
 DOLLARS (\$58,690.00)

11.1.6 BUILDER'S RISK/ALL RISK/EARTHQUAKE OVER 3.5/TIDAL WAVE INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, telegraphed, or delivered:

PMC Concrete Contractors INC
1730 POMONA AVE STE. 13 COSTA MESA, CAL 92627

Our Public Liability and Property Damage Insurance is placed with:

KINSALE INSURANCE COMPANY
01000144294 # 01000430201

Our Workers' Compensation Insurance is placed with:

MID-CENTURY INSURANCE COMPANY
A0947-26-23 17

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 0 Date 4/26 Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

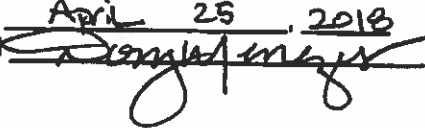
A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information, or a bid containing information which is subsequently proven false, may be considered nonresponsive and may be rejected.

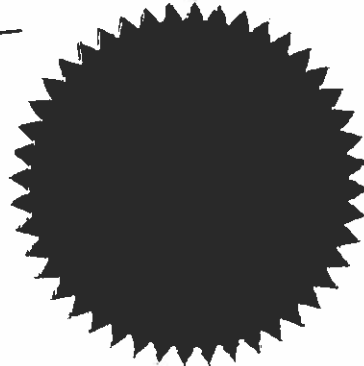
NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name DOUGLAS E. MENEZES
 Title V.P.
 Name of Company as Licensed PMC CONCRETE CONTRACTORS INC
 Business Address 1730 POMONA AVE STE: 13
COSTA MESA, CALIF 92627
 Telephone Number 949-645-4827 FAX 949-548-0319
 Contractor License No. 817991
 Class and Expiration Date C-8 3/31/2019
 State of Incorporation, if Applicable _____

() Evidence of authority to bind corporation is attached.

Dated: April 25, 2018
 Signed: 



BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
PMC Concrete Contractors Inc

_____ as Principal
 and

Indemnity Company of California

_____ as
 Surety, are hereby held and firmly bound unto the Burbank Unified School District "Owner" in
 the sum of Ten Percent (10%) of the Total Amount of the bid of the Principal submitted to the
 Owner Ten Percent Total Bid Dollars (\$ 10%) for payment of which
 sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
 executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to
 the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a
 Contract in writing for the construction of BID 1718-081 CUPCCAA BID TO REPLACE LUNCH
 SHELTER ASPHALT AT MILLER ELEMENTARY SCHOOL

in strict accordance with Contract documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the
 form of agreement attached hereto and shall execute and deliver Performance and
 Payment Bonds in the forms attached hereto (all properly completed in accordance with
 said bid), and shall in all other respects perform the agreement created by the
 acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it
 being expressly understood and agreed that the liability of the Surety for any and all default of
 the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the Contract on the call for bids, or to the Work to be
 performed hereunder, or the specification accompanying the same, shall in any way affect its
 obligation under this bond, and it does hereby waive notice of any such change, extension of
 time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to
 the specifications.

BID 1718-081 CUPCCAA BID TO REPLACE LUNCH SHELTER ASPHALT AT MILLER ELEMENTARY SCHOOL

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 23 day of April, 2018, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

PMC Concrete Contractors Inc

(Principal)

1730 Pomona Ave Suite 13 Costa Mesa, CA 92627

(Business Address)

Indemnity Company of California

(Corporate Surety)

17771 Cowan, Suite 300 Irvine, CA 92614

(Business Address)

By: 

Anthony K T Yau, Attorney In Fact

The rate or premium of this bond is \$25.00 per thousand, the total amount of premium charged, \$ NA.

(The above must be filled in by Corporate Surety).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

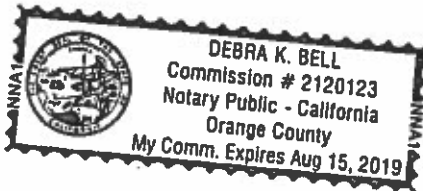
County of Orange }

On APR 23 2018

before me, Debra K Bell, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Anthony K.T. Yau

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Debra Bell, Gerald Schumacher, Chris Theveny, Anthony K.T. Yau, Maricela Lares, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairmen of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

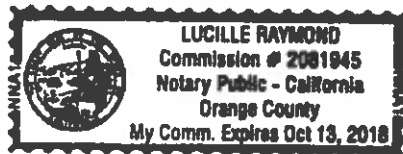
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this

day of **APR 23 2018**

By: *Cassie J. Benisford*
Cassie J. Benisford, Assistant Secretary



**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Crystal Cozakos, Construction and Operations Secretary

SUBMITTED BY: Crystal Cozakos, Construction and Operations Secretary

DATE: June 7, 2018

SUBJECT: Approval of Award of Contract, Progressive Surface Solutions, Demo and Installation of Flooring, Thomas Edison Elementary School (Deferred Maintenance)

Background:

Current flooring at Thomas Edison Elementary school is peeling, causing trip hazards.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts

Discussion/Issues:

The work will be taking place in the 18/19 fiscal year. Labor only.

Fiscal Impact:

\$73,763.34 Deferred Maintenance

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a contract between Burbank Unified School District and Progressive Surface Solutions, for the Demo and Installation of Flooring at Thomas Edison Elementary School, not to exceed \$73,763.34 (14.0-00000.0-00000-85000-6282-2020000) Deferred Maintenance, effective June 8, 2018 through June 7, 2019, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.



PROGRESSIVE

SURFACE SOLUTIONS

479

Progressive Surface Solutions LLC
15171 Del Amo Ave., Suite 4, Tustin, CA

P: 714-586-5187
Lic #929883

F:
DIR # 1000042517

www.progressivesurfacesolutions.com

CLIENT:

Burbank Unified
1900 West Olive Ave.
91506

PROJECT:

6-1-14091
Edison ES-

Attention: Kurt Hauffe

Phone: 7149257878

Email: kurt@hauffecompany.com

DATE: 04/24/2018

Edison ES-				
Demo Existing VCT	16,715.00	SF	@	\$ 1.50
Install Optima Tiles (Owner Supplied)	16,715.00	SF	@	\$ 2.00
Install 4" Topset Rubber Base	2,510.00	LF	@	\$ 1.50
Reducer Strips	24.00	LF	@	\$ 1.50
Skim Coat Floor Prep	16,715.00	SF	@	\$ 0.35
Standard Floor Preparation	24.00	HRS	@	\$ 69.00
Primer Wood Subfloor	16,715.00	SF	@	\$ 0.15
Bonding Fee	1.00	EA	@	\$ 1 446.34
Total Price				\$73,763.34

Thank you for giving Progressive Surface Solutions LLC the opportunity to do business with you!

NOTES:

Furniture Excluded**

District Will Supply the Material**

QUALIFICATIONS:

Price includes applicable taxes Progressive Surfacing is Union with Local #1247 and all prevailing wage rates are included in the price.
"California Stewardship Assessment" fee is included in the contract price, for further information go to: www.calrecycle.ca.gov/
Work to be performed during normal business hours Mon. - Fri. unless otherwise noted.

Price excludes: asbestos abatement, removal of existing furniture, removal of existing flooring, excessive floor preparation, floor leveling, scraping or grinding, moisture vapor testing or vapor protection, heat, power, lights, cleaning, waxing, and protection.

Sincerely, Progressive Surface Solut

John Matuz (562) 322-2441
Regional Advisor

Presented and accepted by:

Date: _____

Printed Name _____

Signature _____

Terms _____

On approved credit

Proposal valid for 30 days from date noted above

Payment due net 30 days from invoice date

Subject to Progressive Surface Solutions LLC - attached Conditions of Sale

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: June 7, 2018

SUBJECT: Acceptance of Notice of Completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Modular Classroom Buildings, Thomas Jefferson Elementary School (Bond Fund)

Background:

Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District-Wide Goals for 2017-2018:

- 7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.
- 7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.
- 7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.
- 7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

On November 16, 2017, the Board of Education awarded a contract, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Modular Classroom Buildings, Thomas Jefferson

Elementary School (Bond Fund)

This work is completed at Thomas Jefferson Elementary School and has been accepted by the District.

Fiscal Impact:

\$33,962 PO 18003819 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept a notice of completion, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Modular Classroom Buildings, Thomas Jefferson Elementary School, not to exceed \$33,962 PO 18003819 (210-00000-0-91008-85000-6170-206-0000) Bond Fund, as presented.

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Rick Nolette, Chief Facilities and Information Technology Officer

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: November 16, 2017

SUBJECT: Approval of Award of Contract, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Modular Classroom Buildings, Thomas Jefferson Elementary School (Bond Fund)

Background:

In the spring of 2013, Bond Measure "S" was passed by the voters in Burbank. A part of Measure "S" included the replacement of aging existing portable classroom with permanent modular classroom buildings. Facilities will be removing the ageing portable classroom buildings and replacing them with new modular classroom building that will require less maintenance which will provide relief to the general fund and provide more modern teaching facilities for our schools.

The District pursued a qualified company for fencing public works contracts. A Notice Inviting Bids for Bid # 1516-056, 2016 Fencing Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent, March 31, 2016 and April 7, 2016. A mandatory job walk was held on April 2, 2016. On May 5, 2016, the Board of Education approved an award of future contracts, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts to Pilgrim Fence.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

The Notice Inviting Bids for Bid 1516-056, 2016 Fencing Unit Price Bidding for Public Works Contract or the development of a Unit Price Bid does not commit the District to award a contract or pay any costs incurred in the preparation of the bid. The District reserved the right to accept all or part of the bid or to

cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

The Districts purchasing department received one bid by the bid opening deadline of 2:00 pm, April 21, 2016. The qualifying bidder was:

Western Fence dba Pilgrim Fence

Pilgrim Fence submitted the only bid on the sample project. Pilgrim Fence will be held to this pricing on all contracts for the next year and then the Consumer Price Index (CPI) may be used to adjust pricing for the following four years.

Using a unit price bidding process will allow the District to enter into contracts with the awarded bidder without using a lengthy formal bid process for each public works project. Staff will bring all future public works contracts with Pilgrim Fence for fencing construction services to the Board of Education for approval of each scope of work at each District School site.

The District reserved the right to accept all or part of the bid or to cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

On May 5, 2016, the Board of Education approved the award of future contracts under Bid 1516-056, Fencing Unit Price Bid for Public Works Contracts to Pilgrim Fence for various sites, using various funding sources.

On June 1, 2016, the Board of Education approved an award of contract, Pilgrim Fence, Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, Modular Classroom Buildings, Perimeter Fencing, Robert Louis Stevenson Elementary Schools (Bond Fund). There was not a District controlled allowance included in the bid.

Due to unforeseen conditions during the course of construction, it became necessary to direct Pilgrim Fence to re-configure the installation of fencing at the North wall pursuant to the Architects Supplemental Instructions (ASI No. 4) to accommodate field conditions as new scope of work not included in his current contract.

Directing the contractor to perform this work allowed the contractor to complete the work timely, maintain schedule and eliminated any additional mobilization costs being incurred by the District.

Fiscal Impact:

\$33,962, (Bond Fund)

Recommendation:

Rick Nolette, Chief Facilities and Information Technology Officer, recommends that the Board of Education to approve an award of contract to Pilgrim Fence, Inc., Bid 1516-056, 2016 Fencing Unit Price Bid for Public Works Contracts, for the installation of additional fencing not in the original scope of work, Thomas Jefferson Elementary School Modulares, effective November 17, 2017 through November 17, 2018, not to exceed \$33,962 (21.0-00000-0-91008-85000-6170-215-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendents, Administrative Services

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: June 7, 2018

SUBJECT: Approval of Amended Agreement for Professional Services, Ninyo & Moore, Geotechnical, Materials Testing and Special Inspection, Two Relocatable Classroom Buildings, William McKinley Elementary School (Bond Fund)

Background:

Ninyo & Moore is a licensed geotechnical and environmental sciences consultant the District has selected to provide the required services. On October 17, 2013, the Board of Education approved a list of firms to provide on-call hazardous materials consulting services. Staff solicited proposals from two of those firms. Ninyo and Moore provided the lowest overall proposals for these services.

District-Wide Goals for 2017-2018:

- 7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.
- 7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.
- 7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.
- 7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

Ninyo & Moore will provide the following services for the Stevenson Village project:
Based on our conversations with you, our understanding of the proposed construction, and our experience with similar projects, we propose to provide the following scope of services:

Project coordination, management and technical support including review of the project geotechnical

reports, plans and specifications, work scheduling and distribution of test data.
Attendance at pre-construction meetings and as-requested field meetings.

Reports and test data will be uploaded to the project DSA Box on a regular basis.

Field technician services for sampling and testing of earthwork for observation during grading operations and density testing of compacted fill.

Preparation of progress reports and field memoranda to document the items observed.

Structural Steel and welding special inspection services at the project sites and at the fabrication shops.

Non-destructive testing of welds including ultrasonic and magnetic particle testing.

Preparation of progress reports and field memoranda to document the items inspected.

Laboratory testing including maximum density testing of onsite materials.

Preparation and submittal of the Geotechnical Verified (DSA 293) and Laboratory Verified Reports (DSA 291).

Fiscal Impact:

\$33,046 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 04-01852, dated May 3, 2018, to provide materials testing and special inspection services at the two Relocatable Classroom project at William McKinley Elementary School, effective June 8, 2018 through June 8, 2019, not to exceed \$33,046 (213-00000-0-91008-85000-6282-209-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.



Geotechnical & Environmental Sciences Consultants

May 3, 2018
Proposal No. 04-01852

Mr. Kurt Hauffe
Burbank Unified School District
510 S. Shelton Street
Burbank, California 91506

Subject: Proposal for Geotechnical, Materials Testing, and Special Inspection Services
McKinley Elementary School Two Relocatable Classroom Buildings and
Miscellaneous Site Work (Phase 1), and Five Classroom Modular Building and One
Toilet Building + Site Work (Phase 2)
DSA Application Numbers 03-118887 and 03-118466
Burbank, California

Dear Mr. Hauffe:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing, and special inspection services during the McKinley Elementary School Two Relocatable Classroom Buildings and Miscellaneous Site Work and Five Classroom Modular Buildings and One Toilet Building + Site Work projects in Burbank, California. Based on our review of the project plans and DSA-103 forms, we understand that the project 03-118887 (Phase 1) will generally consist of the construction and installation of 2 24'x40' DSA approved Relocatable classroom buildings and associated site work for installation of all necessary site utilities and trenching/patching to match existing conditions, installation of chain link fencing and gates, as well as inplant concrete placements. The two Relocatable classroom buildings will be installed on wooden foundations. We also understand that project 03-118499 (Phase 2) will consist of the construction and installation of five modular classroom buildings, installation of all necessary utilities (water, sewer, electrical, fire alarm, communications, technology, etc), and new asphalt paving. Earthwork for the projects will include overexcavation and recompaction to two feet below the building foundations, trench backfill, subgrade and aggregate base operations. We have based our estimate upon our review of the project plans and DSA-103 forms, as well as our experience with similar projects.

SCOPE OF SERVICES

Based on our conversations with you, our understanding of the proposed construction, and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, management and technical support including review of the project geotechnical reports, plans and specifications, work scheduling and distribution of test data.

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BURBANK UNIFIED SCHOOL DISTRICT

Reviewed/Approved By	Date
	5/3/18
To A/P - Purchasing	

- Regular distribution of tests and DSA interim and final verified reports in accordance with new DSA guidelines, 2013 California Administrative Code and DSA Construction Oversight Process (PR 13-01) requirements.
- Attendance at pre-construction meetings and as-requested field meetings.

Geotechnical Services

- Field technician services for observation, sampling and density testing during site grading, subgrade and aggregate preparation operations, as needed.
- Preparation of progress reports and field memorandum to document items observed.
- Laboratory testing including, but not limited to, maximum density, sieve analysis, and sand equivalent testing.
- Preparation and submittal of interim and final Geotechnical Verified Reports (DSA 293)

Materials Testing and Special Inspection Services

- Field technician services for batch plant observation, and sampling of concrete including checking slump, temperature, and molding of concrete cylinders for compression testing, as needed at the fabrication plant and in the field.
- Reinforced concrete special inspector services for observation and documentation of post-installed anchor installation.
- Load and/or torque testing on expansion and epoxy anchors.
- Structural steel and welding special inspector services during welding in the shop and field, as well as during steel joist and truss fabrication.
- Non-destructive testing of welds via magnetic particle and ultrasonic test methods.
- Preparation of progress reports and field memoranda to document the items observed.
- Laboratory testing including, but not limited to, concrete compressive strength, rebar bend/tensile testing, anchor bolt/rod conformance testing, and Hveem stability and unit weight of asphalt samples gathered in the field.
- Preparation and submittal of interim and final Laboratory Verified Reports (DSA 291)

ASSUMPTIONS

Based on the construction schedule described above and our project understanding, the following assumptions have been made in the preparation of our scope of services:

- Our services will be coordinated and scheduled as requested by our client or client's authorized representative.

- Our services are subject to prevailing wage requirements.
- Our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached table will be billed on a time-and-materials basis.
- Upon award of the project, the client will provide in writing the DIR Project ID for the purposes of electronic certified payroll reporting (eCPR) and labor compliance.

ESTIMATED FEE

We propose to provide geotechnical, materials testing, and special inspection services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fee for materials testing services and special inspection services for the scope described herein for the Two Relocatable Classrooms 03-118887 (Phase 1) is presented in the attached Table 1. Our estimated fee for geotechnical, materials testing, and special inspection services for the scope described herein for the Five Modular Buildings 03-118466 (Phase 2) is presented in the attached Table 2.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE


 Jared B. Recla
 Senior Project Manager


 Alfred "Tino" Rodriguez
 Principal, Construction Services

JBR/AR/mlc

Attachments: Table 1 – Breakdown of Estimated Fee – 2 Relocatable Classroom Buildings 03-118887
 Table 2 – Breakdown of Estimated Fee – 5 Modular Classroom Buildings 03-118466
 Schedule of Fees

Distribution: (1) Addressee (via e-mail)

Table 1 - Breakdown of Estimated Fee - Phase 1 - 2 Relocatable Classroom Buildings 03-118887

Field Services

Field Technician - Soils	40 hours @ \$ 92.00 /hour	\$ 3,680.00
ACI Concrete Technician	40 hours @ \$ 98.00 /hour	\$ 3,920.00
Batch Plant Technician	40 hours @ \$ 98.00 /hour	\$ 3,920.00
Structural Steel/Welding Special Inspection - Field & Shop	80 hours @ \$ 98.00 /hour	\$ 7,840.00
Non-Destructive Testing Technician	40 hours @ \$ 98.00 /hour	\$ 3,920.00
Sample Pick Up	16 hours @ \$ 76.00 /hour	\$ 1,216.00
Field Vehicle Usage Fee	256 hours @ \$ 12.00 /hour	\$ 3,072.00
	Subtotal	\$ 27,568.00

Laboratory Analyses

Maximum Density	1 test @ \$ 220.00 /test	\$ 220.00
Concrete Compression Testing, 6x12 cylinders	16 tests @ \$ 30.00 /test	\$ 480.00
Anchor Bolts and Anchor Rods Conformance Testing	3 tests @ \$ 150.00 /test	\$ 450.00
	Subtotal	\$ 1,150.00

Project Coordination and Background Review

Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 178.00 /hour	\$ 712.00
Senior Project Engineer/Geologist/Environmental Scientist	16 hours @ \$ 163.00 /hour	\$ 2,608.00
	Subtotal	\$ 3,320.00

Report Preparation

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 178.00 /hour	\$ 356.00
Senior Project Engineer/Geologist/Environmental Scientist	4 hours @ \$ 163.00 /hour	\$ 652.00
	Subtotal	\$ 1,008.00

TOTAL ESTIMATED FEE**\$ 33,046.00**

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 BURBANK UNIFIED
 SCHOOL DISTRICT
 RECEIVED
 FIELD SERVICE

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 178
Senior Engineer/Geologist/Environmental Scientist	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist	\$ 163
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 142
Staff Engineer/Geologist/Environmental Scientist	\$ 126
GIS Analyst	\$ 116
Field Operations Manager	\$ 112
Supervisory Technician*	\$ 98
Nondestructive Examination Technician*, UT, MT, LP	\$ 98
ACI Concrete Technician*	\$ 98
Concrete/Asphalt Batch Plant Inspector*	\$ 98
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 98
Senior Field/Laboratory Technician*	\$ 92
Field/Laboratory Technician*	\$ 92
Technical Illustrator/CAD Operator	\$ 92
Information Specialist	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 76
Data Processing, Technical Editing, or Reproduction	\$ 68

Other Charges

Concrete Coring Equipment (includes one technician)	\$ 180/hr
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 15/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation - Time Rate, D 2435, CT 219	\$ 75
Direct Shear - Remolded, D 3080	\$ 325
Direct Shear - Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 220
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D, D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 30
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

ASPHALT CONCRETE

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 160
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendents, Administrative Services

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: June 7, 2018

SUBJECT: Approval of Amended Agreement for Professional Services, Ninyo & Moore, Geotechnical, Materials Testing and Special Inspection, Five Classroom Modular Buildings, William McKinley Elementary School (Bond Fund)

Background:

Ninyo & Moore is a licensed geotechnical and environmental sciences consultant the District has selected to provide the required services. On October 17, 2013, the Board of Education approved a list of firms to provide on-call hazardous materials consulting services. Staff solicited proposals from two of those firms. Ninyo and Moore provided the lowest overall proposals for these services.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

Ninyo & Moore will provide the following services for the Stevenson Village project:
Based on our conversations with you, our understanding of the proposed construction, and our experience with similar projects, we propose to provide the following scope of services:

Project coordination, management and technical support including review of the project geotechnical

reports, plans and specifications, work scheduling and distribution of test data.
Attendance at pre-construction meetings and as-requested field meetings.

Reports and test data will be uploaded to the project DSA Box on a regular basis.

Field technician services for sampling and testing of earthwork for observation during grading operations and density testing of compacted fill.

Preparation of progress reports and field memoranda to document the items observed.

Structural Steel and welding special inspection services at the project sites and at the fabrication shops.

Non-destructive testing of welds including ultrasonic and magnetic particle testing.

Preparation of progress reports and field memoranda to document the items inspected.

Laboratory testing including maximum density testing of onsite materials.

Preparation and submittal of the Geotechnical Verified (DSA 293) and Laboratory Verified Reports (DSA 291).

Fiscal Impact:

\$91,494 (Bond Fund)

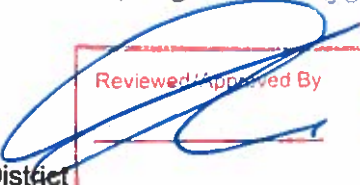
Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Ninyo & Moore, pursuant to proposal 04-01852, dated May 3, 2018, to provide materials testing and special inspection services at the five Classroom Modular project, William McKinley Elementary School, effective June 8, 2018 through June 8, 2019, not to exceed \$91,494 (213-00000-0-91008-85000-6282-209-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.



May 3, 2018
Proposal No. 04-01852

Mr. Kurt Hauffe
Burbank Unified School District
510 S. Shelton Street
Burbank, California 91506

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SCHOOL DISTRICT
Reviewed/Approved By  Date 5/3/18
To A/P - Purchasing

Subject: Proposal for Geotechnical, Materials Testing, and Special Inspection Services
McKinley Elementary School Two Relocatable Classroom Buildings and
Miscellaneous Site Work (Phase 1), and Five Classroom Modular Building and One
Toilet Building + Site Work (Phase 2)
DSA Application Numbers 03-118887 and 03-118466
Burbank, California

Dear Mr. Hauffe:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing, and special inspection services during the McKinley Elementary School Two Relocatable Classroom Buildings and Miscellaneous Site Work and Five Classroom Modular Buildings and One Toilet Building + Site Work projects in Burbank, California. Based on our review of the project plans and DSA-103 forms, we understand that the project 03-118887 (Phase 1) will generally consist of the construction and installation of 2 24'x40' DSA approved Relocatable classroom buildings and associated site work for installation of all necessary site utilities and trenching/patching to match existing conditions, installation of chain link fencing and gates, as well as inplant concrete placements. The two Relocatable classroom buildings will be installed on wooden foundations. We also understand that project 03-118499 (Phase 2) will consist of the construction and installation of five modular classroom buildings, installation of all necessary utilities (water, sewer, electrical, fire alarm, communications, technology, etc), and new asphalt paving. Earthwork for the projects will include overexcavation and recompaction to two feet below the building foundations, trench backfill, subgrade and aggregate base operations. We have based our estimate upon our review of the project plans and DSA-103 forms, as well as our experience with similar projects.

SCOPE OF SERVICES

Based on our conversations with you, our understanding of the proposed construction, and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, management and technical support including review of the project geotechnical reports, plans and specifications, work scheduling and distribution of test data.

- Regular distribution of tests and DSA interim and final verified reports in accordance with new DSA guidelines, 2013 California Administrative Code and DSA Construction Oversight Process (PR 13-01) requirements.
- Attendance at pre-construction meetings and as-requested field meetings.

Geotechnical Services

- Field technician services for observation, sampling and density testing during site grading, subgrade and aggregate preparation operations, as needed.
- Preparation of progress reports and field memorandum to document items observed.
- Laboratory testing including, but not limited to, maximum density, sieve analysis, and sand equivalent testing.
- Preparation and submittal of interim and final Geotechnical Verified Reports (DSA 293)

Materials Testing and Special Inspection Services

- Field technician services for batch plant observation, and sampling of concrete including checking slump, temperature, and molding of concrete cylinders for compression testing, as needed at the fabrication plant and in the field.
- Reinforced concrete special inspector services for observation and documentation of post-installed anchor installation.
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- Preparation of progress reports and field memoranda to document the items observed.
- Laboratory testing including, but not limited to, concrete compressive strength, rebar bend/tensile testing, anchor bolt/rod conformance testing, and Hveem stability and unit weight of asphalt samples gathered in the field.
- Preparation and submittal of interim and final Laboratory Verified Reports (DSA 291)

ASSUMPTIONS

Based on the construction schedule described above and our project understanding, the following assumptions have been made in the preparation of our scope of services:

- Our services will be coordinated and scheduled as requested by our client or client's authorized representative.

- Our services are subject to prevailing wage requirements.
- Our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached table will be billed on a time-and-materials basis.
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Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Jared B. Recla
Senior Project Manager



Alfred "Tino" Rodriguez
Principal, Construction Services

JBR/AR/mlc

Attachments: Table 1 – Breakdown of Estimated Fee – 2 Relocatable Classroom Buildings 03-118887
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Schedule of Fees

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Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D, D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 30
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

ASPHALT CONCRETE

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 160
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Table 2 - Breakdown of Estimated Fee - Phase 2 - 5 Modular Classroom Buildings 03-118466

Field Services

Field Technician - Soils/Asphalt/Grading Test	200 hours @ \$ 92.00 /hour	\$ 18,400.00
Tag & Sample Technician	16 hours @ \$ 92.00 /hour	\$ 1,472.00
ACI Concrete Technician	80 hours @ \$ 98.00 /hour	\$ 7,840.00
Batch Plant Technician	80 hours @ \$ 98.00 /hour	\$ 7,840.00
Reinforced Concrete Special Inspector	80 hours @ \$ 98.00 /hour	\$ 7,840.00
Load Testing Technician	24 hours @ \$ 98.00 /hour	\$ 2,352.00
Structural Steel/Welding Special Inspection - Field & Shop	180 hours @ \$ 98.00 /hour	\$ 17,640.00
Non-Destructive Testing Technician	40 hours @ \$ 98.00 /hour	\$ 3,920.00
Sample Pick Up	32 hours @ \$ 76.00 /hour	\$ 2,432.00
Field Vehicle Usage Fee	732 hours @ \$ 12.00 /hour	\$ 8,784.00
	Subtotal	\$ 78,520.00

Laboratory Analyses

Maximum Density	4 tests @ \$ 220.00 /test	\$ 880.00
Sieve Analysis	2 tests @ \$ 145.00 /test	\$ 290.00
Sand Equivalent	2 tests @ \$ 125.00 /test	\$ 250.00
Compressive Strength (Concrete)	32 tests @ \$ 30.00 /test	\$ 960.00
Rebar Bend/Tensile Testing	8 tests @ \$ 60.00 /test	\$ 480.00
Hveem Stability and Unit Weight	2 tests @ \$ 225.00 /test	\$ 450.00
	Subtotal	\$ 3,310.00

Project Coordination and Background Review

Principal Engineer/Geologist/Environmental Scientist	12 hours @ \$ 178.00 /hour	\$ 2,136.00
Senior Project Engineer/Geologist/Environmental Scientist	40 hours @ \$ 163.00 /hour	\$ 6,520.00
	Subtotal	\$ 8,656.00

Report Preparation

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 178.00 /hour	\$ 356.00
Senior Project Engineer/Geologist/Environmental Scientist	4 hours @ \$ 163.00 /hour	\$ 652.00
	Subtotal	\$ 1,008.00

TOTAL ESTIMATED FEE**\$ 91,494.00**

2018 MAY 21 PM 3:04
 DUFFY BLUFF
 SCHOOL DISTRICT
 FIELD SERVICES

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: June 7, 2018

SUBJECT: Ratification of Amended Agreement for Professional Services, Massadi Enterprises, Division of State Architect (DSA) On-Site Inspection Services, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

Background:

Burbank Unified School District issued a Request for Qualifications for Division of State Architect (DSA) inspection services on May 18, 2013. The submittal period closed May 30, 2013 and 21 submittals were received. On July 18, 2013, the Board of Education approved three (3) firms, Tony Massadi (TMI), Stephen Payte DSA Inspections and the "G" Crew as qualified to provide DSA inspection services.

On April 16, 2015, a request for proposals was sent to Stephen Payte DSA Inspections, the "G" Crew and Tony Massadi, (TMI) Inspections. Sealed proposals were delivered to the District's Purchasing office on April 27, 2015 by 3:00 pm. The sealed bids were opened on April 28, 2015, reviewed and analyzed by District staff. The result of that review is that Tony Massadi (TMI) Inspections was the lowest proposer on all five (5) District projects. Tony Massadi, (TMI) will provide the necessary Division of State Architect (DSA) inspections for the Districts various construction projects.

Bid results were as follows:

Tony Massadi (TMI), \$94,498
 Stephen Payte DSA Inspections, \$103,768
 The "G" Crew, Non-Responsive

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

Pursuant to Education Code 17280-17317 and more specifically article 17311 (a), "The Department of General Services shall make such inspection of the school buildings and of the work of construction or alteration as in its judgment is necessary or proper for the enforcement of this article and the protection of the safety of the pupils, the teachers, and the public. The school district, city, city and county, or the political subdivision within the jurisdiction of which any school building is constructed or altered shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the architect or structural engineer and the Department of General Services." The Division of State Architect (DSA) is under the jurisdiction of the Department of General Services.

On May 21, 2015, the Board of Education approved a Professional Services Agreement for Division of State Architect (DSA) Inspection Services with Tony Massadi (TMI).

The Division of State Architect IR (Interpretation of Regulations) A-15 mandates that factory built buildings, including modular buildings, must be inspected by a qualified DSA inspector during the fabrication process and provide the Division of State Architect with an in-plant verified report form 152-IPI. Massadi Enterprises has provided the District with the lowest price quote for these DSA inspection services.

This is a ratification because the District received a proposal for the additional inspection time on May 17, 2018.

Fiscal Impact:

\$8,925 PO 18001519 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an amended agreement for professional services between Burbank Unified School District and Massadi Enterprises, to perform on-site, DSA inspection services, Robert Louis Stevenson After School Village, Modular Classrooms, effective May 18, 2018 through May 18, 2019, not to exceed \$8,925 PO 18001519 (210-00000-0-91008-85000-6281-215-0000) and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Massadi Enterprise

4412 W Verdugo Ave, Burbank 91505

Proposal

05-16-18

To whom it may concern:

Re: Stevensons "Village"

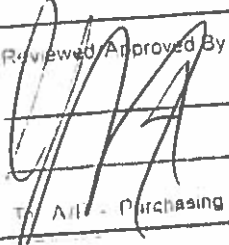
This proposal is for the remaining DSA inspections for the above stated project.

The hourly rate is billed at \$85.00

105 hours x \$85 per hour = \$ 8,925

Total Proposal \$8,925

If you have any questions regarding this proposal please call Brian Misino
(818)521-1416

Reviewed/Approved By	Date
	5.29.18
By: [Signature] - Purchasing	

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: June 7, 2018

SUBJECT: Ratification of Deductive Change Order No.1, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Phone Infrastructure Installation, Two Relocatable Classrooms, Walt Disney Elementary (Bond Fund)

Background:

The District pursued a qualified company for low voltage public works contracts. A Notice Inviting Bids for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent, April 28, 2016 and May 5, 2016. A Notice Inviting Bids for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent April 28, 2016 and May 5, 2016. A mandatory job walk was held on May 6, 2016. There were 6 prospective bidders in attendance.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

The Notice Inviting Bids for 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract or the development of a Unit Price Bid does not commit the District to award a contract or pay any costs incurred in the preparation of the bid. The District reserved the right to accept all or part of the bid or to cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

Using a unit price bidding process will allow the District to enter into contracts with the awarded bidder without using a lengthy formal bid process for each public works project. Staff will bring all future public works contracts with the successful bidder for low voltage construction services to the Board of Education for approval of each scope of work at each District School site. On May 19, 2016, the Board of Education approved the award of future low voltage unit price bids to Intercom Clock and Signal Service.

The District reserved the right to accept all or part of the bid or to cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

On May 19, 2016, the Board of Education approved the award of Future Contracts, Bid # 01516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, various sites.

The District requested price quotes from Intercom Clock and Signal Service to provide upgrades to the existing Bogan Fire Alarm systems for new quantum upgrade cards, security lock-down button capability and interties to the phone systems. These upgrades will allow remote bell changes, interface with the District phone systems and an installation of an advanced option lock-down panic button in the event of an emergency. Intercom Clock and Signal Service will also provide testing and staff training in utilizing the new capabilities once installed.

The original DSA approved design plans were used by Intercom Clock and Signal to bid the project. On December 21, 2017, The Board of Education awarded a contract to Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Phone Infrastructure Installation, Two Relocatable Classrooms, Walt Disney Elementary (Bond Fund)

During the course of construction, the contractor in conjunction with the design architect agreed that it was possible to remove battery inverters for the fire alarm which would result in a saving of maintenance work with no negative effects to the safe performance of the system. In order for this change to be made, the design architect developed a Construction Change Document (CCD) which was submitted and ultimately approved by DSA who approved the deletion of the inverters. The DSA approved CCD resulted in this deductive change order to the contract.

This is a ratification because the contractor provided the District with the final deductive costs on May 24, 2018.

Fiscal Impact:

(\$20,334.72) PO 18002826 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify deductive change order No. 1 between Burbank Unified School District and Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Phone Infrastructure Installation, Two Relocatable Classrooms, for deleting the installation of inverters, effective May 24, 2018 through May 24, 2019, not to exceed (\$20,334.72) PO 18002826, Walt Disney Elementary School, Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows:

Facilities:

Walt Disney Elementary, (\$15,047.69) (21.0-00000-0-91008-85000-6230-201-0000) Bond Fund

Technology:

Walt Disney Elementary, (\$5,287.03) (21.0-00000-0-91008-85000-6249-201-0000) Bond Fund



PO Box 5255
Riverside, CA 92517

Phone: 951-683-3637 FAX: 951-683-3034

www.icsservice.net

2018 MAY 24 PM 3:31

BURBANK UNIFIED
SCHOOL DISTRICT

Change Order

Date	Estimate #
5/24/2018	109537

Name / Address
Burbank USD 510 S. Sheldon Street Burbank, Ca 91506-2818

18002826 %

Project
Disney 2 Ports

Item	Description	Qty	Rate	Total								
Subcontract	Delete 2 Inverters per CCDI **** THIS IS A CREDIT **** FAL: - 74% = 15,047.69 TECH: 26% = 5,287.03		20,334.72	20,334.72								
<table><tr><td>Reviewed/Approved By</td><td>Date</td></tr><tr><td>_____</td><td>____/____/____</td></tr><tr><td>_____</td><td>____/____/____</td></tr><tr><td>To A/P - Purchasing</td><td>____/____/____</td></tr></table>					Reviewed/Approved By	Date	_____	____/____/____	_____	____/____/____	To A/P - Purchasing	____/____/____
Reviewed/Approved By	Date											
_____	____/____/____											
_____	____/____/____											
To A/P - Purchasing	____/____/____											

By Signing Above, You Agree to the following terms and conditions.	Subtotal	\$20,334.72
	Sales Tax (9.5%)	\$0.00
	Total	\$20,334.72

Performance of work on the change order shall not begin until receipt of written acceptance by Customer. Any equipment and/or services provided pursuant to this change order authorization agreement shall be provided pursuant to the terms and conditions of the agreement between the parties. The agreement as modified herein, constitutes the entire agreement between the parties, which can be modified only with a written agreement signed by both parties. This change order is now a part of the original contract as acknowledged by signature above.

FAC:	74%	\$ 15,047.69		
Tech:	26%	\$ 5,287.03		
		\$ 20,334.72		

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Rick Nolette, Chief Facilities and Information Technology Officer

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: December 21, 2017

SUBJECT: Ratification of Award of Contract, Intercom Clock & Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Fire Alarm, Conduit, Data, Phone Infrastructure Installation, Two Relocatable Classrooms, Walt Disney Elementary (Bond Fund)

Background:

The District is pursuing a qualified company for low voltage public works contracts. A Notice Inviting Bids for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent, April 28, 2016 and May 5, 2016. A mandatory job walk was held on May 6, 2016.

On May 19, 2016, the Board of Education approved an award of Future Contracts, Bid # 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock & Signal Service.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

The Notice Inviting Bids for 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract or the development of a Unit Price Bid does not commit the District to award a contract or pay any costs incurred in the preparation of the bid. The District reserved the right to accept all or part of the bid or to cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

Using a unit price bidding process will allow the District to enter into contracts with the awarded bidder without using a lengthy formal bid process for each public works project. Staff will bring all future public works contracts with the successful bidder for low voltage construction services to the Board of Education for approval of each scope of work at each District School site.

The District reserved the right to accept all or part of the bid or to cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

Because of the nature of Unit Price Bid contracting, both the District's Facilities and Technology Departments are able to take advantage of having a contractor that performs work spanning multiple trades and scopes of work complete work for differing, but complimentary scopes of work in an effective construction delivery method.

Intercom Clock and Signal will be able to provide fire alarm upgrades for facilities while providing conduit and data infrastructure pathways for technology at the same time for the two relocatable classrooms project, thus minimizing the impact to the site and providing a timely schedule completion.

This item is a ratification because Intercom Clock and Signal was directed by District staff to purchase necessary materials to complete this scope of work. Intercom Clock and Signal has provided fire alarm and technology installations and upgrades to 4 other District relocatable projects concurrently.

Fiscal Impact:

\$145,755.84 (Bond Fund)

Recommendation:

Rick Nolette, Chief Facilities and Information Technology Officer, recommends that the Board of Education ratify a construction contract between Burbank Unified School District and Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contracts, installation of low voltage fire alarm upgrades and data infrastructure, effective October 30, 2017 through October 30, 2018, not to exceed \$145,755.84 and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows:

Facilities:

Walt Disney Elementary, \$140,755.84 (21.0-00000-0-91008-85000-6230-201-0000) Bond Fund

Technology:

Walt Disney Elementary, \$5,000 (21.0-00000-0-91008-85000-6249-201-0000) Bond Fund

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: June 7, 2018

SUBJECT: Ratification of Amended Notice of Completion, Elite Modulares, Purchase of One 12' X 40' Relocatable Rest Room, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

Background:

Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District-Wide Goals for 2017-2018:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

On May 18, 2017, the Board of Education awarded a contract, Elite Modulares, Purchase of One Relocatable Rest Room, Robert Louis Stevenson Elementary School After School Village to be paid with Growth Funds.

On April 19, 2018, the Board of Education accepted a Notice of Completion, Elite Modulares Leasing & Sales, One 12' X 40' Restroom "Model C-2", Stevenson Elementary, (Growth Fund). At the time the original Notice of Completion was accepted, the District was not aware of or in receipt of an additive change order for the cost of Bonding, which the contractor inadvertently left off the proposal.

On May 17, 2018, the Board of Education ratified additive change order No. 1 for \$ 5,969, PO 18001585 using Bond Funds. This amended Notice of Completion is to adjust the final contract price to reflect all costs associated with this contract.

This work is completed at Robert Louis Stevenson Elementary School After School Village and has been accepted by the District.

Fiscal Impact:

\$125,342 PO 18001585 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an amended notice of completion, Elite Modulares, Purchase of One Relocatable Rest Room, to include additional bonding costs to adjust the final contract price, Robert Louis Stevenson Elementary School After School Village, not to exceed \$125,342 PO 18001585 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, as presented.

**Burbank Unified School District
Facilities Services**

MM 4148

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: Cathy Weissman, Project Accounting Technician

SUBMITTED BY: Cathy Weissman, Project Accounting Technician

DATE: May 17, 2018

SUBJECT: Ratification of Additive Change Order No. 1, Elite Modulars, Purchase of One Relocatable Rest Room, Additional Bonding Costs, Robert Louis Stevenson Elementary School After School Village (Bond Fund)

Background:

The District pursued a qualified company for low voltage public works contracts. A Notice Inviting Bids for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent, April 28, 2016 and May 5, 2016. A Notice Inviting Bids for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent April 28, 2016 and May 5, 2016. A mandatory job walk was held on May 6, 2016. There were 6 prospective bidders in attendance.

District-Wide Goals for 2017-2018:

- 7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.
- 7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.
- 7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.
- 7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

On May 18, 2017 the Board of Education approved the award of contract, Elite Modulars, Purchase of One Relocatable Rest Room, Robert Louis Stevenson Elementary School After School Village.

During that process, the contractor did not include the required bonding costs. This ratification is to add the cost of the bonds to Purchase Order 18001585.

This is a ratification because the contractor provided the District with the final bond cost on May 7, 2017.

Fiscal Impact:

\$5,969 PO 18001585 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify additive change order No. 1 between Burbank Unified School District, Elite Modulares, for the cost of bonding not included in the original proposal, Robert Louis Stevenson Elementary School After School Village, effective May 7, 2018 through May 8, 2019, not to exceed \$5,969 PO ~~18002094~~, (210-00000-0-91008-85000-6230-215-0000 (Bond Fund) and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

		ELITE PO 18001585	
		\$ 119,373.00	
		\$ 5,969.00	
		\$ 125,342.00	

**Burbank Unified School District
Facilities Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: David Jaynes, Assistant Superintendent, Administrative Services

PREPARED BY: David Jaynes, Assistant Superintendent, Administrative Services

SUBMITTED BY: Crystal Cozakos, Construction and Operations Secretary

DATE: April 19, 2018

SUBJECT: Acceptance of Notice of Completion, Elite Modular Leasing & Sales, One 12' X 40' Restroom "Model C-2", Stevenson Elementary (Growth Fund)

Background:

Measure S improvements to Stevenson School includes an opportunity to craft an After School Village to contrite all of the after school programs into one area. The Log Cabin is being removed as it is cost prohibitive to remodel. Four new portable buildings are being installed to accommodate the after school programs. Additionally, a new restroom is being installed providing students close access to a restroom facility.

District-Wide Goals for 2017-2018:

- 7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.
- 7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.
- 7.6 Monitor, update, and communicate changes to District policies to ensure compliance.

Discussion/Issues:

A proposal #160315 dated March 21, 2017, has been received from Ziemba + Prieto Architects, Inc., to provide Architectural and Engineering services for construction documents and specifications and DSA documentation as required by Title 24, Part I, California Code of Regulations, for four 24' X 40' relocatable classroom buildings and a Restroom at Stevenson Elementary School.

On April 20, 2017, the Board of Education approved an amended agreement for professional Services, Ziemba +Prieto Architects Inc., for the architectural and engineering documents and specifications and DSA required documents to complete the installation of the portable classrooms and restroom.

Fiscal Impact:

\$119,373 (Growth Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: purchase of one 12' X 40' restroom "Model C-2" at Stevenson Elementary, not to exceed \$119,373 (25.0-00000-0-91008-85000-6230-215-0000), Growth Fund as presented.

Elite Modular Leasing & Sales
P.O. Box 78447
Corona, CA 92877
951 422-2500

2018 MAR 27 AM 6:15

Invoice 3498

BURBANK UNIFIED
SCHOOL DISTRICT

515
#60

Bill to: BURBANK USD 1900 West Olive Ave Burbank, CA 91506	Job: EMS-5004 Stevenson ES 12x40 RR R. L. Stevenson Elementary Sch 3333 W Oak St Burbank, CA 91505
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Invoice #: 3498 Payment Terms: DUE UPON RECEIPT Customer Code: BURUSD	Date: 08/31/17 Customer P.O. #: 18001585 Salesperson:
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Remarks:

Quantity	Description	U/M	Unit Price	Extension
1.000	Retention	ea		0.00
Total:				0.00
Less Retention:				5,968.65
Current Due:				5,968.65

I HAVE RECEIVED THIS SERVICE AND/OR MERCHANDISE AND
APPROVE FOR PAYMENT ON BEHALF OF BURBANK UNIFIED
SCHOOL DISTRICT.

David Jaymes, Assistant Superintendent, Administrative Services

(Signature)

(Date)

Account Strings



PURCHASE ORDER
BURBANK UNIFIED SCHOOL DISTRICT
1900 WEST OLIVE AVE, BURBANK, CA 91506-2460
Phone: (818) 729-4400 Fax: (818) 729-4534

PURCHASE ORDER N^o 18001585
Show this number on invoices,
packages and correspondence.

ELITE MODULAR LEASING AND

Vendor# 402434

Page 1 of 2

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ELITE MODULAR LEASING AND SALES INC
PO BOX 78447
CORONA, CA 92877-

Phone: (951) 236-1207 Fax: (818)

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BURBANK UNIFIED SCHOOL DISTRICT
STEVENSON ELEMENTARY
3333 OAK ST.
BURBANK, CA 91505-3514

For: FACILITIES SERVICES
RICK NOLETTE/ KURT HAUFFE

PO Date: 10/05/2017 Requested Delivery: 05/18/2017 Buyer Name: Olga Murphy Req# R0000945

ITEM NO.	QTY ORDERED	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LOT	PB BID #1718-035: FURNISH AND INSTALL (1) 12' X 40' RELOCATABLE RESTROOM "MODEL C" AT R.L. STEVENSON ELEMENTARY SCHOOL UNDER PIGGYBACK CONTRACT SSPB #40-09/2017-17 WITH SAVANNA SCHOOL DISTRICT (GROWTH FUNDS) ALL MATERIALS IN COMPONENTS OF THE RELOCATABLE RESTROOM ARE PURSUANT TO PROPOSAL DATED MARCH 20, 2017 ***** APPROVED BY THE BOARD OF EDUCATION ON MAY 18, 2017 NOT TO EXCEED..... \$119,373 CSLB #: 1020113 (EXP 11/30/18) DIR #: 1000044894 (EXP 6/30/18) *** SPECIAL INSTRUCTIONS *** **IMPORTANT NOTICE** TO ALL BURBANK UNIFIED SCHOOL DISTRICT CONTRACTORS AND SERVICE REPAIR COMPANIES: EFFECTIVE JANUARY 1, 2015: The Burbank Unified School District is required to notify the Department of Industrial Relations (DIR) when awarding a contract for a Public Works Project, for all work in excess of \$1,000.00 using the online PWC-100 form. This requirement, found in labor code section 1773.3 now applies to all Public Works Projects and Service Contracts. EFFECTIVE APRIL 1, 2015: No contractor or subcontractor may work on a Public Works Project unless registered with DIR, even if the contract was awarded before this date. It is the requirement of the contractor	119,373.00	119,373.00

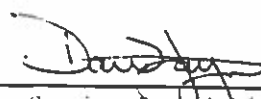
ACCOUNT NUMBER	AMOUNT
250-00000-0-91008-85000-6230-215-0000	\$119,373.00

SUB TOTAL	\$ 119,373.00
SALES TAX	\$ 0.00
SHIPPING	\$ 0.00
TOTAL	\$ 119,373.00

(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 N 517

18001585

Show this number on invoices,
packages and correspondence.

Vendor# 402434

Page 2 of 2

ELITE MODULAR LEASING AND SALES INC
PO BOX 78447
CORONA, CA 92877-

Phone: (951) 236-1207

Fax: (818)

BURBANK UNIFIED SCHOOL DISTRICT
STEVENSON ELEMENTARY

3333 OAK ST.

BURBANK, CA 91505-3514

For: FACILITIES SERVICES

RICK NOLETTE/ KURT HAUFFE

PO Date: 10/05/2017

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Buyer Name: Olga Murphy

Req# R0000945

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			to be in compliance with its DIR registration and yearly renewals, including communication to all subcontractors working on the approved project. Non-compliance from contractors and/or subcontractors working on a Public Works Project will be in violation and will be fined by DIR. For more information on the new requirement, please reference http://www.dir.ca.gov/Public-Works/PublicWorks.html. **SMALL PROJECT EXEMPTION: Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair \$15,000 for maintenance 95% PAYMENT TO BE MADE UPON COMPLETION, ACCEPTANCE BY THE DISTRICT REPRESENTATIVE AND RECEIPT OF DUPLICATE INVOICE. THE FINAL PAYMENT OF FIVE PERCENT (5%) SHALL BE MADE UPON RECEIPT OF THE LABOR AND MATERIAL RELEASE, 60 DAYS AFTER ACCEPTANCE OF WORK BY DISTRICT. ACCEPTANCE WILL BE MADE ONLY BY AN ACTION OF THE GOVERNING BOARD IN A PUBLIC MEETING THEREOF.		

ACCOUNT NUMBER	AMOUNT
250-00000-0-91008-85000-6230-215-0000	\$119,373.00

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BURBANK UNIFIED SCHOOL DISTRICT

Approved By:

Assistant Superintendent, Administrative Services

ORIGINATOR COPY