BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, December 17, 2020

6:00 p.m. - Closed Session
7:00 p.m. - Public Session

Virtual Meeting - Burbank, California

Disclaimer: Please note that the Burbank Public Libraries (as listed below) are currently closed. Due to the Coronavirus Pandemic Social Distancing Guidelines, please continue to view the online agenda at www.burbankusd.org.

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

1.a NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the Closed Session will be held by teleconference to discuss matters on the Closed Session agenda, at 6:00 p.m. The teleconference (6:00 p.m.) and online meeting (7:00 p.m.) is held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom, which suspends certain requirements of the Ralph M. Brown Act. Balancing the health risks associated with the Coronavirus (COVID-19), while appreciating the public's right to conduct the people's business in a transparent and open manner, during the current State of Emergency and in the interest of public health and safety, most-and possibly all of the Board Members will be participating by teleconference. District facilities are closed to the public until further notice and the public will not be able to physically attend the Board of Education meeting. The Board will reconvene in Public Session at 7:00 p.m. The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

The Board of Education is committed to ensuring the health and safety of the entire Burbank Unified community. Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, Board of Education meetings will be closed to the public until social distancing directives have been lifted.

A new system has been implemented to allow Public Speakers to provide live comments. Please note that Public Comments will no longer be accepted via email or voicemail.

Listed below are the new instructions for public comment during Board of Education meetings:

1. Public Speakers please email Kimberley Clark at kimberleyclark@burbankusd.org no later than 1 hour and 15 minutes prior to the start of the public meeting (before 5:45 p.m.) stating your full name and the topic you wish to speak about.
2. Speakers are asked to log into the Board meeting virtually through the Zoom invitation no later than 5.45 p.m. The meeting will open at 6:00 p.m. and will be locked at 6:45 promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting. Upon receipt of an email request, the Zoom meeting login details will be emailed to each individual speaker.
3. Speakers should rename their Zoom profile to indicate their real name to expedite this process.
4. When it is time for a speaker to address the Board, the speaker's name will be called and the microphone on the Zoom account will be activated. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board. Speakers are also requested to state their name prior to addressing the Board.
5. After a speaker completes their public comment or if the five-minute (5) time limit has been reached, the microphone for the speaker's Zoom profile will be muted.
6. The Zoom meeting will be closed following the Public Communications portion of the meeting.

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

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on December 17, 2020. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

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

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

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

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

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

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. ANNUAL ORGANIZATION OF THE BOARD, OATH OF OFFICE, AND ELECTION OF OFFICERS

8.a Recognition of Outgoing Board of Education Member
Armond Aghakhanian, President, Board of Education, will lead the Board in a recognition of outgoing Board Member Roberta Reynolds.

8.b Remarks from Outgoing Board of Education Member

8.c Administration of the Oath of Office for Incoming Board of Education Members
Matt Hill, Superintendent, will introduce Zizette Mullins, City Clerk and Elections Official, who will administer the Oath of Office to incoming Board of Education Members: Armond

Aghakhanian, Steve Ferguson, and Emily Weisberg, upon their election to the Board for a four-year term effective immediately and expiring on December 19, 2024.

8.d Remarks from Outgoing Board of Education President

8.e Election of Officers

Armond Aghakhanian, President, Board of Education, will conduct the election of officers for a one-year term beginning December 2020 and ending December 2021.

1. President
2. Vice President
3. Clerk

8.f Remarks from Incoming Board of Education President

9. REPORTS FROM THE BOARD

9.a Student Representatives

Nadaly Jones, JBHS and Carmen Blanchard, BHS, will report on activities at their respective schools.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications

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10.b Staff Responses

10.c Board Members' Comments and Responses

11. REPORTS TO THE BOARD

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

11.b Report on Distance Learning
Matt Hill, Superintendent, will report on the progress of distance learning.

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

DEI Update 121720.pdf

11.d Report on the Superintendent's Fundraising Advisory Committee
John Paramo, Assistant Superintendent, Educational Services, will report on the progress of the Superintendent's Advisory Committee, as presented.

12 17_Fundraising_Report_to_the_Board.pdf

11.e Month 3 Enrollment Report
Stacy Cashman, Director, Student Services, will report on the District's current enrollment numbers as presented.

Three Month Enrollment Report 12.17.20.pdf

11.f Report on the School Satisfaction Survey of Spring 2020
Sharon Cuseo, Assistant Superintendent, Instructional Services, will report to the Board of Education on the School Satisfaction Survey of Spring 2020, as presented.

School Satisfaction Survey Spring 2020 with PP.pdf

11.g Report on National Student Clearinghouse Data
Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the National Student Clearinghouse Data for Burbank Unified School District Graduates and California State University Proficiency Rates, as presented.

National Clearinghouse Report.pdf

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

Facilities and Technology PowerPoint_12.17.2020_v2.pdf

12. NEW AND/OR UNFINISHED BUSINESS

12.a Approval of Minimum Wage Increase
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the minimum wage increase to $14.00 per hour, as mandated by the State of California, effective January 1, 2021, as presented.

Minimun Wage Increase.pdf

12.b Approval of Agreement with Alder Graduate School of Education
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Alder Graduate School of Education to recruit teaching candidates, effective January 1, 2021 through June 30, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Alder.pdf

12.c Approval and Adoption of the Annual Accounting of Development Fees and Five-Year Developer Fee Report
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends the Board of Education approve and adopt the Annual Accounting of Development Fees and Five-Year Developer Fee Report, as presented.

Developer Fee Study Report.pdf

12.d Approval of School Sites' 2020-2021 School Plans for Student Achievement
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the school sites' 2020-2021 School Plans for Student Achievement, as presented.

Note: Due to the size of each document, the School Plans for Student Achievement will not be duplicated for distribution, however, copies of all site plans are available for review in the Instructional Services Division or by contacting Peter Knapik at 818.729.4482.

School Single Plans 2020-21_121720.pdf

12.e Ratification of Memorandum of Understanding Between Burbank Unified School District and the California Partnership for Achieving Student Success (Cal-Pass Plus)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends the Board of Education ratify the Memorandum of Understanding between Burbank Unified School District and the California Partnership for Achieving Student Success (Cal-Pass Plus), effective October 28, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Ratification MOU CalPASS with MOU.pdf

12.f Acceptance of Gifts
Matt Hill, Superintendent, recommends that the Board of Education take formal action

accepting the following gifts to the District, and that the Board President convey appreciation to the donors, as presented.

Gift Report_121720.pdf

13. CONSENT AGENDA

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

13.a Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Meeting of November 10, 2020, as presented.

Minutes.11.10.20.SP.pdf

13.b Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of November 19, 2020, as presented.

Minutes.11.19.20.pdf

13.c Approval of Personnel Report Number 20-21-10

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 20-21-10, covering Certificated and Classified personnel, and consisting of Pages 1 to 11 inclusive, as presented.

Personnel Report.pdf

13.d 2020-2021 Purchase Order Report

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2020-2021 as listed through November 16, 2020, as presented.

2020-2021 Purchase Order Report.pdf

13.e Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $3,061,228.10 commercial warrants in the total amount of $2,723,185.07, as presented.

Warrants.pdf

13.f Approval of Agreement for Professional Services, Super Cooperative Purchasing Group – A California USDA Foods Cooperative

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the Super Cooperative Purchasing Group, effective July 1, 2021 through June 30, 2022, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

Food Service - Super Co-Op Agreement.pdf

13.g Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve the Agreement between Burbank Unified School District (BUSD) and San Joaquin County Office of Education (SJCOE), to provide professional services, effective July 1, 2019 through June 30, 2022, not to exceed $8,959.50, (01. 0-65000.0-50010-27000-5632-744-1000), and that authority to sign the agreement be exercised pursuant to BUSD- AR 3314, as presented.

SPED Contract with SJCOE_SEIS.docx.pdf

13.h Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide a comprehensive vision assessment and attend an IEP meeting for Special Education Student 160003888, not to exceed $425 (01.0-65000.0-57602-11900-5850-7440000), effective November 18, 2020 through January 1, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888_Ratified_Burbank Optometric.pdf

13.i Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Haynes Family of Programs to provide a vocational and transitional assessment and attend an IEP meeting for Special Education Student 950101528, not to exceed $1,700 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2020 through Jun 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 950101528_Haynes Family of Programs.pdf

13.j Approval of Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an amended agreement between the Burbank Unified School District and Therapy In Action, to provide an occupational therapy assessment for Special Education Student 960027933, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 5, 2020 through May 31, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 4 2020. The effective date was from June 5, 2020 through December 30, 2020. Due to COVID 19, the assessor is unable to complete the assessment until restrictions are lifted. The amendment extends the original end date of December 30, 2020 to May 31, 2021 at no additional cost to the District.

SPED Student 960027933_Amended_Therapy In Action.pdf

13.k Approval of Amended Agreement for Professional Services (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Augmentative Communication Therapies, to provide an augmentative assistive communication IEE for Special Education Student 960010470, not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 2, 2020 through December 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was February 6, 2020. The effective date was from February 2, 2020 through June 30, 2020. Due to COVID 19, the assessor was unable to complete the IEE until restrictions were eased. The amendment extends the original end date of June 30, 2020 to December 30, 2020, at no additional cost to the District.

SPED Student 960010470_Amended_Augmentative Communication.pdf

13.l Approval of Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an amend agreement between the Burbank Unified School District and Troy & Associates Educational Consulting, Inc., to provide compensatory education for Special Education Student 960029436, not to exceed $12,150 (01.0-65000.0-57602-11900-5850-7440000), effective November 5, 2020 through May 28, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was November 19, 2020. The effective date was from November 20, 2020 through May 28, 2022. This amendment is to change the start date of the agreement from November 20, 2020 to November 5, 2020.

SPED Student 960029436_Amended_Troy & Assoc..pdf

13.m Approval of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Cyber High, to provide a credit recovery program for students with IEP's, not to exceed $37,359 (01.0-65000.0-57602-11900-5850-7440000), effective January 4, 2021 through January 4, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Cyber High.docx.pdf

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

Approval of Instructional Consultants with Backup - Redacted.pdf

13.o Approval of Non-Instructional Consultant Services
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of

Education approve the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Non-Instructional Consultants with Backup.pdf

13.p Approval of Apex Licensing Agreement for 2021-2022
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the APEX Learning Licensing Agreement for 2021-2022 school year, effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Approval of APEX Licensing Agreement for 2021-2022 with Agmt.pdf

13.q Approval of Agreement– Pacific Oaks College
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and Pacific Oaks College to provide educational field experience, effective December 18, 2020 through December 17, 2023 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Pacific Oaks College.pdf

13.r Ratification of Agreement for Professional Services, Bell & Kelly, LLP
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Bell & Kelly, LLP to perform specific services, effective December 1, 2020 through June 30, 2021, not to exceed $20,000 (01.0- 00000.0-00000-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Agreement - Bell and Kelly LLP.pdf

13.s Approval of Additive Change No.1, Saxon Engineering, Property Line Survey, Disney Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an additive change order to the agreement between Burbank Unified School District and Saxon Engineering, pursuant to the proposal November 18, 2019, to provide services to conduct and prepare a property line survey for the New Modular Classrooms and Modernization, Disney Elementary School, not to exceed $10,623.80 (21.3-00000-0-91008-85000- 6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The increased amount of $723.80 is due to the added cost of reimbursables submitted bringing the total not to exceed amount to $10,623.80.

CO1_SAXON_DISNEY_BOND.pdf

13.t Approval of Amended Agreement for Professional Services, C-Below, Sub-Surfacing Imaging Services, New Modular Classrooms, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and C-Below to provide sub-surfacing utility imaging services for the New Modular Classrooms at Walt Disney Elementary School, effective November 23, 2020 through November 23, 2022, not to exceed $6,115 (21.3-00000.0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The original agreement was Board approved on November 21, 2019. The amended agreement corrects the effective dates from November 22, 2019 to November 22, 2020, and extends the agreement two years.

Amend_C-Below_Disney_Bond.pdf

13.u Approval of Amended Lease Agreement of Two 24' X 40' Relocatable Classrooms, Elite Modular Leasing & Sales, Disney Elementary (Growth Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended lease agreement of Two (2) 24' X 40' Right Hand Door Location Classrooms at Disney Elementary, Elite Modular Leasing & Sales, effective January 1, 2021, not to exceed $98,880 (25.0-00000-0-91008-85000-6237-201-0000), Growth Fund, as presented.

Note: This is an amended lease to extend the original agreement, Board approved on May 18, 2017, for another year starting on January 1, 2021 and ending on December 31, 2021.

AMEND_ELITE_DISNEY_BOND.pdf

13.v Ratification of Agreement Quality Bidders Software Services Agreement, Colbi Technologies Inc., Facilities and Technology Services (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Colbi Technologies Inc., for the Quality Bidders Software for Facilities and Technology Projects, effective November 25, 2020 through November 25, 2021, not to exceed $8,000 (21.3-00000.0-91008-85000-5840-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratif_Colbi Tech_Bond.pdf

13.w Acceptance of Notice of Completion, CUPCCAA 2021-001, South Coast Mechanical, Replacement of Two Cooler and Freezer Evaporator Coils and Condensing Units at John Burroughs High School (Deferred Maintenance)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: replacement of two cooler and freezer evaporation coils and condensing units at John Burroughs High School, not to exceed $46,000 PO2100507 (14.0-00000.0-00000-81100-6510-432-0000), Deferred Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: Funding Source was changed from Restrict Routine Maintenance to Deferred Maintenance.

NOC_South Coast Mechanical_JBHS_Deferred Maint..pdf

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications

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14.b Staff Responses

14.c Board Members' Comments and Responses

15. ADJOURNMENT

BURBANK UNIFIED SCHOOL DISTRICT

Diversity, Equity, and Inclusion (DEI) Committee Update

December 17, 2020

ENGAGEMENT UPDATE

- **Continue to update DEI website to share resources and information https://www.burbankusd.org/dei**
- **Nominate a Diversity Champion https://www.burbankusd.org/Page/2971**
- **Continuing awareness campaign**

POLICY UPDATE

- **The subcommittee is working on reviewing Board Policies and Administrative Regulations with a lens of Diversity, Equity, and Inclusion.**

INSTRUCTION UPDATE

- Committee is reviewing Ethnic Studies course options and reviewing updates from the State.

- Members of the Committee are attending sessions on reviewing library collections with an equity lens. The school site Library Coordinators are working on developing a basic list of books that all school libraries should have and a list of additional recommended texts.

SOCIAL EMOTIONAL UPDATE

- **Resources have been identified and posted on the District's website**
- **An Social Emotional Learning (SEL) booklist for students, staff, and parents is posted on the website**
- **The subcommittee is going to contribute some suggested questions to the District climate survey**

Questions?

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	Laura Erisman, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Report on the Superintendent's Fundraising Advisory Committee

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Background:
The Superintendent's Advisory Committee was formed this summer based on recommendations made by the Board of Education in the spring. The Superintendent, district staff, and board members worked together to create bylaws. The bylaws were presented to the formal committee for review. The committee members reviewed the bylaws and they made suggestions for revisions, which were approved by the Board.

District Wide Goals for 2020-2021:
2.0 Improve Learning and Achievement for all students.

Discussion/Issues
One of the priorities of the advisory committee is to understand Board and District goals for fundraising. The Committee was presented with potential "big-bucket" goal items so that district fundraising is focused on the areas that the Superintendent and the Board of Education feel are priorities.

The Committee meets monthly and reports back to the Board monthly. The intention of the monthly reports to the Board is to ensure everyone is on the same page with the work of the committee. The Chair of the Fundraising Committee will address the Board monthly.

Recommendation
John Paramo, Assistant Superintendent, Educational Services, will report on the progress of the Superintendent's Advisory Committee, as presented.

Burbank Unified School District
Department of Student Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Stacy Cashman, Director, Student Services
PREPARED BY:	Stacy Cashman, Director, Student Services
SUBMITTED BY:	Melinda Drechsler, Administrative Secretary, Student Services
DATE:	December 17, 2020
SUBJECT:	Month 3 Enrollment Report

Background:
The Board of Education has requested that staff provide a comprehensive report on student enrollment, inter-district permits, and releases granted to other local school districts. The purpose of this report is to give the Board a general overview of enrollment, and provide specific information on numbers of permits, releases and students capped at each grade level. Although there are District Board Policies (5111, 5111.1, 5116, 5116.1, 5117, 5118); Administrative Regulations (5111.1, 5116.1, 5117, 5118); and California Education Code (48201, 48204, 48300, 48301, 48350, 35160.5) that address these areas of focus, it is important to provide accurate and current data and explain how staff (at the District Office and school sites) manage all aspects of the enrollment process.

District-Wide Goals for 2019-2020:
7. Create a positive school climate by maintaining a safe environment and developing a sense of belonging for all students and staff.

Discussion/Issues:
This report illustrates the total number of students who are enrolled in District schools (at each level), as well as the number of students who were granted inter-district permits to attend Burbank schools. This report further details why students left Burbank Unified School District to attend other districts by specific grade levels. The report also provides data on the numbers of students who were unable to attend their school of residence due to enrollment caps at their grade level. Some of the key points include the following:

- Based on the Month Three enrollment report, the District currently has 14,726 (TK-12 students) enrolled. This number reflects a decrease of 394 students compared to Month 3 of the 2018-2019 school year. The decrease may reflect lower enrollment due to the pandemic. For example, we had fewer Kinder students enroll than projected and anticipate those students returning to BUSD when we reopen for in-person instruction.

- Within an enrollment count of 14,726, there are 1,312 students on inter-district permits from outside District boundaries. Of this number, 412 are elementary students, 307 are in middle school, and 593 are in high school.

- The District has also granted inter-district permit releases to 37 students living within District boundaries. These are local students who have chosen to attend school in another school district. This number is a decrease of 51 students from the 88 students released last year.

- The District has 45 (capped school) students who cannot attend their resident elementary school for the current school year, as their sites were capped in specific grade levels. These students were placed in other BUSD elementary schools. This number is down 51 students from the same time last year.

Fiscal Impact:
*Permits account for over $13 million dollars in funding for BUSD.

Recommendation:
Stacy Cashman, Director, Student Services, will report on the District's current enrollment numbers as presented.

BURBANK UNIFIED SCHOOL DISTRICT

2020-2021

BUSD MONTH THREE ENROLLMENT COMPARISON

AS OF NOVEMBER 19, 2020

PURPOSE OF THIS PRESENTATION

- 2019-2020 vs. 2020-2021 Enrollment
- Interdistrict Permits (3 Year Comparison)
- BUSD Students Released to Other Districts
- Information regarding Capped Students
- Future Considerations

MONTH THREE ENROLLMENT BY SITE

Three Month Enrollment Versus Budget Comparison

	TK		KINDER		FIRST		SECOND		THIRD		FOURTH		FIFTH		SDC/SH		TOTAL ELEM.		
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	CHANGE
Disney	0	0	70	61	72	70	68	69	74	70	71	72	73	69	0	0	428	411	(17)
Edison	22	22	93	87	93	88	94	94	93	86	98	90	68	64	0	0	561	531	(30)
Emerson	18	21	90	78	89	85	94	96	90	81	112	115	90	91	35	36	618	603	(15)
Harte	0	0	94	70	93	86	86	88	90	89	91	94	96	92	20	31	570	550	(20)
Jefferson	0	0	120	101	120	122	119	120	121	119	144	150	120	120	0	0	744	732	(12)
McKinley	20	15	65	60	67	70	67	70	78	72	75	77	71	72	27	24	470	460	(10)
Miller	20	21	116	106	114	115	118	116	120	117	116	120	119	122	13	14	736	731	(5)
Providencia	23	19	59	58	68	66	67	67	43	41	61	56	56	59	36	33	413	399	(14)
Roosevelt	18	18	88	89	89	93	91	92	93	95	90	98	90	89	29	21	588	595	7
Stevenson	15	16	88	77	97	92	95	93	91	94	116	121	93	89	23	27	618	609	(9)
Washington	45	41	64	55	64	64	64	71	68	63	89	86	55	56	24	31	473	467	(6)
Home Hospital												1						1	1
TOTAL	181	173	947	842	966	951	963	976	961	927	927	1080	931	923	207	217	6219	6089	(130)
CHANGE		(8)		(105)		(15)		13		(34)		153		(8)		10		(130)	

	SIXTH		SEVENTH		EIGHTH		NINTH		TENTH		ELEVENTH		TWELFTH		SDC/SH		TOTAL SECONDARY		
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	CHANGE
Jordan MS	357	347	368	370	339	327	0	0	0	0	0	0	0	0	23	19	1087	1063	(24)
Luther MS	272	270	293	278	306	295	0	0	0	0	0	0	0	0	27	60	898	903	5
Muir MS	421	446	434	443	496	491	0	0	0	0	0	0	0	0	43	39	1394	1419	25
BHS		0	0	0	0	0	537	644	591	593	600	602	614	601	53	67	2395	2507	112
JBHS		0	0	0	0	0	604	617	586	608	611	597	559	567	71	91	2431	2480	49
Monterey		0	0	0	0	0	0	0	0	0	37	20	110	72	4	1	151	93	(58)
CDS	0	0	0	0	0	0	0	0	0	3	0	4	0	6	0	3	24	16	(8)
Mag Park															0	23	20	23	3
Home Hospital								3				1			0		8	4	(4)
FACTS															0		24	17	(7)
ILA				5		19		9		20		18		41			114	112	(2)
																			0
TOTAL	1050	1063	1095	1096	1141	1132	1141	1273	1177	1224	1248	1242	1283	1287	221	303	8546	8637	91
CHANGE		13		1		(9)		132		47		(6)		4		82		91	

GRAND TOTAL		
Budget	Actual	CHANGE
14765	14726	(39)

Total 2020-2021 TK-12 Students = 14,726 compared with a budget estimate Of 14,765 for a difference of 39 students.

MONTH THREE

ENROLLMENT COMPARISON

	2018-2019	2019-2020	2020-2021	Increase (Decrease) 19/20-20/21
District (Burbank Residents)	13,842	13,758	13,414	-344
Interdistrict Permits	1,329	1,362	1,312	-50
Total	15,171	15,120	14,726	-394

ACTIVE INTERDISTRICT PERMITS ELEMENTARY, MIDDLE & HIGH SCHOOLS

Grade Level	2018-19	2019-20	2020-21	Increase (Decrease)
Elementary School	434	441	412	-29
Middle School	369	344	307	-37
High School	526	577	593	+16
Total	1,329	1,362	1,312	-50

ACTIVE INTERDISTRICT PERMITS BUSD 2020-21

	TK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
Disney	0	13	0	14	9	11	11								58
Edison	4	8	15	4	4	3	2								40
Emerson	1	6	3	3	7	6	2								28
Harte	0	14	6	15	26	18	20								99
Jefferson	0	0	1	1	0	2	2								6
McKinley	1	0	2	2	3	3	3								14
Miller	0	0	3	0	6	3	9								21
Providencia	4	12	7	11	4	9	14								61
Roosevelt	0	0	0	4	1	2	2								9
Stevenson	0	3	1	2	6	6	4								22
Washington	3	5	12	6	5	14	9								54
Jordan M.S								31	21	29					81
Luther M.S								45	36	44					125
Muir M.S								29	31	38					98
Burbank H.S											82	56	67	62	267
Burroughs H.S											90	96	68	64	318
Monterey H.S											0	0	0	3	3
ILA								0	1	2	1	0	2	2	8
Total	13	61	50	62	71	77	78	105	89	113	173	152	137	131	1312

INTERDISTRICT PERMITS RELEASED TO:

Glendale Unified School District	28
Pasadena Unified School District	1
Los Angeles Unified School District	6
Oak Park (Independent Study/Entertainment)	2
TOTAL (2019-2020 = 88)	37

ELEMENTARY STUDENTS PLACED OUTSIDE RESIDENT SCHOOL (CAPPED)

Placement School	TK	K*	1st	2nd	3rd	4th	5th	TOTAL
Disney	0	0	0	0	0	0	0	0
Edison	0	0	0	0	0	0	0	0
Emerson	0	0	0	7	0	0	1	8
Harte	0	0	0	0	0	0	0	0
Jefferson	0	0	10	1	3	0	2	16
McKinley	0	0	0	0	0	0	0	0
Miller	0	0	0	1	3	0	4	8
Providencia	0	0	0	0	0	0	0	0
Roosevelt	0	0	0	0	3	0	0	3
Stevenson	0	0	9	0	1	0	0	10
Washington	0	0	0	0	0	0	0	0
TOTALS	**0**	**0**	**19**	**9**	**10**	**0**	**7**	**45**

*Capped numbers fluctuate based on enrollment and capped students are in the process of being verified. Numbers should decrease once t process is completed in January. At this time last year, we had 96 capped students.

CONCLUSIONS

- Total Enrollment decreased by 394 students since the same time last year. Interdistrict Permits = 9% of Enrollment and decreased by 50 students.
- Interdistrict Permits allow the District to maintain steady enrollment.
- Students released to other districts have decreased from 88 in 2019-2020 to 37 in 2020-2021.
- Capped students are down from 96 to 45 (students who cannot attend their school of residence). These families have priority when space becomes available.

FUTURE CONSIDERATIONS

- Site growth limits
- Importance of permits to assist in maintaining steady enrollment
- Population growth or decrease
- Strategies to maintain steady enrollment but reduced capped numbers
- Approve elementary permits earlier to maintain enrollment in upper grades (Grades 5 & 6) but reduce number of capped students.

APPENDIX

INTERDISTRICT PERMIT RELEASE ELEMENTARY

GRADES	TK	K	1st	2nd	3rd	4th	5th	Total
GUSD	0	11	2	3	0	2	0	18
LAUSD	1	0	0	0	0	0	0	1
Total 2019-2020 = 48	1	11	2	3	0	2	0	19

INTERDISTRICT PERMIT RELEASE MIDDLE SCHOOL

GRADES	6th	7th	8th	Total
GUSD	3	3	0	6
Pasadena USD	1	0	0	1
LAUSD	1	0	0	1
Total **2018-2019 = 9 total**	**5**	**3**	**0**	**8** 13

INTERDISTRICT PERMIT RELEASE HIGH SCHOOL

GRADES	9th	10th	11th	12th	Total
GUSD	3	1	0	0	4
LAUSD	1	1	2	0	4
Oak Park	2	0	0	0	2
Total 2019-2020 = 16	**6**	**2**	**2**	**0**	**10**

INTERDISTRICT PERMIT RELEASE TYPES

Grade Level: Type of Release:	TK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
Opportunity	1	1	0	0	0	1		3	1	0	2	1	1		**11**
Language	0	10	2	2	0	0	0	1	1	0	1	0	0	0	**17**
Employment	0	0	0	1	0	1	0	1	1	0	1	0	0	0	**5**
Independent Study	0	0	0	0	0	0	0	0	0	0	2	1	1	0	**4**
Total 2019-2020=88	**1**	**11**	**2**	**3**	**0**	**2**	**0**	**5**	**3**	**0**	**6**	**2**	**2**	**0**	**37**

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	December 17, 2020
SUBJECT:	Report on the School Satisfaction Survey of Spring 2020

Background:

The Burbank Unified School District administered a survey in the Spring of 2020 to parents, students and staff. This survey was previously named the School Climate Survey, but has been changed to the School Satisfaction Survey. The survey was not administered in the prior year because time was taken to update the questions. A committee reviewed each question of the three (parent, student, staff) surveys and made necessary updates. The purpose of the survey is to obtain information on programs, resources and practices in the District, so that changes can be made to goals, actions and services through the annual cycle of developing the Local Control Accountability Plan (LCAP).

District Wide Goals for 2020-2021:

1. Improve learning and achievement for targeted subgroups of students.
2. Improve learning and achievement for all students.
5. Expand programs to prepare students for college, postsecondary education, training, and/or the workplace form preschool through adult education.
7. Create a positive school climate by maintaining a safe environment, and developing a sense of belonging for all students and staff.

Discussion/Issues:

The School Satisfaction Survey was administered in the Spring of 2020. The results were scheduled to be presented in May, however because of the COVID-19 shutdown of schools, the report was moved to late fall. The key findings are indicated below.

Teaching and Learning:
Most respondents agree that Burbank USD schools challenge their students. 77% of parents and student respondents are satisfied with the quality of education provided by their schools. 85% of parents of Honors/AP students agree that the school challenges their students. However, only 71% of parents of gifted and talented students agree that their students are challenged.

School Safety:
More than 75% of respondents agree that their children know what to do in the event of a crisis or disaster. In terms of bullying, 73% of staff say they receive effective training on how to recognize bullying behavior, but only 65% are satisfied with training provided on how to respond to incidents of bullying. 86% of students agree they know how to report bullying, but only 44% of students were satisfied with the outcome after reporting.

Mental Health:
79% of respondents indicate the schools support students academically when they need extra help. 69% of respondents say their school provides sufficient resources to help students with social, emotional or mental health problems. The percentage of students who feel that the school provides sufficient resources to address mental health concerns has remained steady over the last three surveys. It is currently 64%.

Student and Family Engagement:
Parents express positive opinions of leadership at their child's school (87%), but see district leaders as less available (69%).

Career Technical Education:
95% of staff believe the CTE program prepares students for post-secondary education and a career in a relevant field. Parent (71%) and student (70%) responses were significantly lower.

Next Steps:

- Work with CTE teachers to communicate career pathways to students and families.
- Work with Site administrators on the response to reported bullying incidents.
- Review our methods of communications regarding the availability of mental health resources.
- Work with District leadership to improve accessibility to parents.
- Administer the survey in the spring of 2021.
- Add questions regarding distance learning.

Fiscal Impact:

The cost of the contract with Hanover Research is $39,690 per year.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the School Satisfaction Survey of Spring 2020, as presented.

Burbank Unified School District

School Satisfaction Survey

SPRING, 2020

Teaching and Learning

77 % of parent and student respondents are satisfied with the quality of education provided by their schools. 85% of parents of Honors/AP students agree students are challenged and 71% of parents of gifted and talented students agree.

ACADEMIC ENGAGEMENT 2020/2018/2017			
	STUDENTS	PARENTS	STAFF
…offers a curriculum that appropriately challenges students	71/68/73	81/84/88	85/76/82
…offers a wide variety of classes to keep students engaged	63/62/60	78/72/77	82/72/80

School Safety

More than 75% of respondents agree they/their child know what to do in the event of a crisis or disaster.

Crisis/Disaster Preparedness 2020/2018/2017			
	STUDENTS	PARENTS	STAFF
My child knows what to do in the event of a crisis or disaster	86/68/73	88/69/73	93/-/-
My school provides clear information on emergency procedures	84/66/74	76/63/63	91/81/83

School Safety

73% of staff say they receive effective training on recognizing bullying. 65 % are satisfied with training to respond to bullying behaviors. 86% of students know how to report bullying. 44% were satisfied with the outcome.

BULLYING BEHAVIOR 2020/2018/2017		
	STUDENTS	STAFF
Training for staff to identify bullying behavior	-	73/
Training for staff on responding to bullying behavior.	-	65/47/47
Satisfaction with outcome after reporting bullying behavior.	44	48
Do you know how to report bullying at your school?	86/ 70	-

Mental Health

79% of respondents indicate the schools support students academically when they need extra help. 69% of respondents say their school provides sufficient resources to help students with social, emotional or mental health problems.

STUDENT SUPPORT ACADEMIC ENGAGEMENT 2020/2018/2017			
	STUDENTS	PARENTS	STAFF
My school offers academic supports for students who need extra help.	75/66/63	78/63/69	86/68/79
My school provides sufficient resources to help students who are having social, emotional, or mental health problems.	64/63/65	72/53/63	72/68/78

Student & Family Engagement

Parents express positive opinions of leadership at their child's school, but see district leaders as less available.

LEADERSHIP 2020/2018/2017			
	STUDENTS	PARENTS	STAFF
School site leadership is available and accessible to parents		87/82/82	
Make parents feel welcome and wanted at school	-/64/65	84/75/79	
District office administrators are available and accessible to parents	-/-/-	69	

Career Technical Education

95% of staff believe the CTE program prepares students for post-secondary education and a career in a relevant field. Parents and students responses were significantly lower.

Crisis/Disaster Preparedness 2020/2018/2017			
	STUDENTS	PARENTS	STAFF
The CTE program provides strong preparation for me to work in a future profession.	70/60/49	71/53/74	95/72/83
The CTE program prepares me for a college or a trade school.	57/52/39	68/50/72	95/78/81

Next Steps

- Work with CTE teachers to communicate career pathways to students and families.
- Work with Site administrators on the response to reported bullying incidents.
- Review our methods of communications regarding the availability of mental health resources.
- Work with District leadership to improve accessibility to parents.
- Administer the survey in the spring of 2021.
- Add questions regarding distance learning.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Assistant II
DATE:	December 17, 2020
SUBJECT:	Report on National Student Clearinghouse Data

Background:

The National Student Clearinghouse database contains more than 144 million college student records. It provides school districts with the ability to track the college enrollment, persistence and graduation rates of Burbank Unified School District (BUSD) students. It also keeps records of the colleges where the students are currently enrolled. This data is obtained from colleges and universities that enroll 98% of college students. The current report from the National Student Clearinghouse addresses the number of students enrolled in public and private colleges, the number of students in two-year and four-year institutions, the persistence rates of attendance, the number of students attending each college, and the number of college graduates

District Wide Goals for 2020-2021:

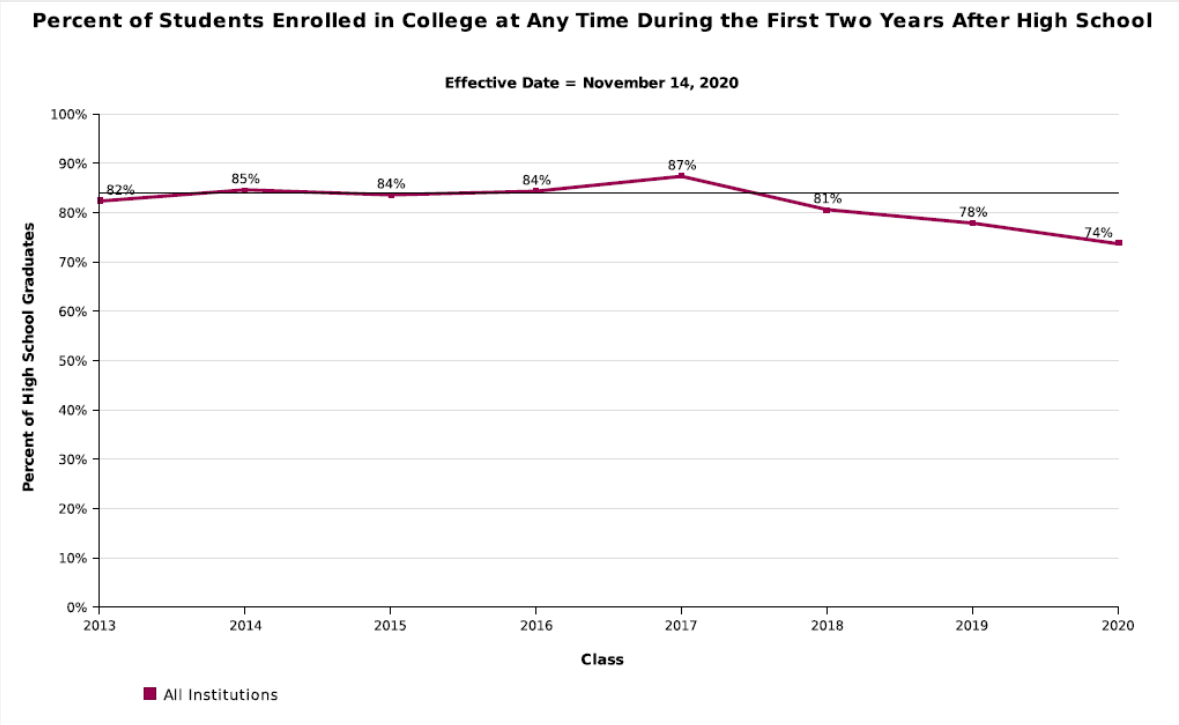
5.3 Continue to promote a culture of academic success in order to decrease the number of D and F grades in secondary schools and the number of 1 and 2 grades in elementary schools.
5.4 Increase the number of high school students who have completed a-g classes for college eligibility.

Discussion and Issues:

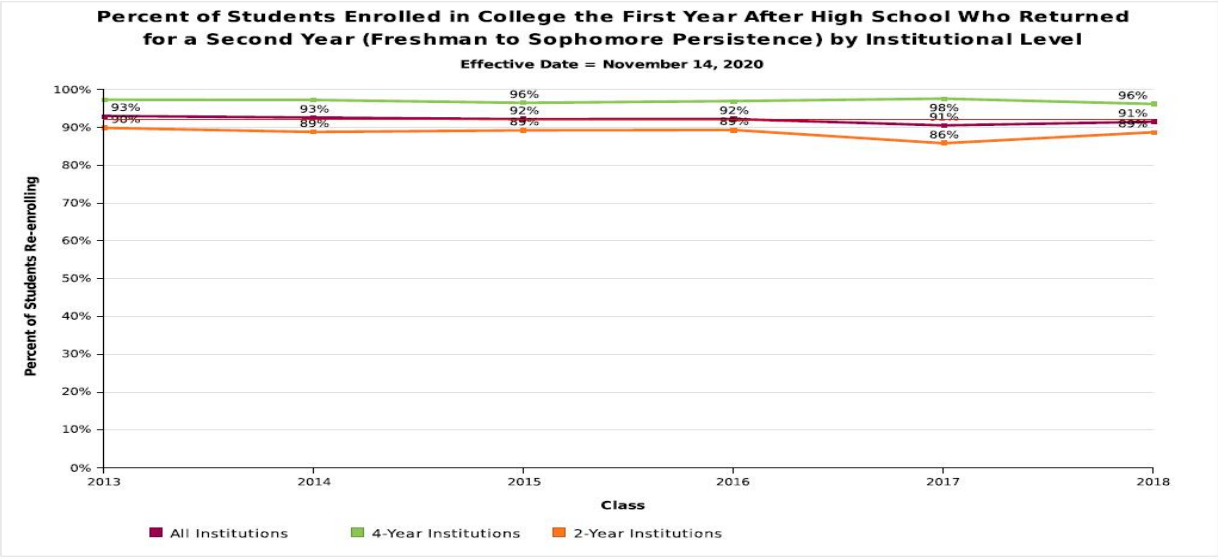
The Burbank Unified School District has a district wide goal of increasing the number of students who have completed the UC/CSU a-g classes for college eligibility. The 2017-2018 a-g eligibility rate for John Burroughs High School was 54.3% and 52.2% for Burbank High School. The current rate for John Burroughs High School is 55.3% and the current rate for Burbank High School is 53.8%. This is a slight increase of 1% and 1.6%, respectively. In addition, the state Dashboard has a College and Career Indicator that also measures student preparedness. For 2017-2018 graduates, the prepared rate was 60.9%. For 2018- 2019 graduates the rate increased to 67.6 % of graduates prepared for college or careers. The District has begun to see progress towards its goal of improving the UC/CSU a-g college eligibility rate and increasing the number of students who are prepared for both college and careers. Part of this examination involves looking at what is happening to students after they graduate high school. The data this report reviews is the National Student Clearinghouse Burbank Unified School District Aggregate Report. The following charts show the most current data.

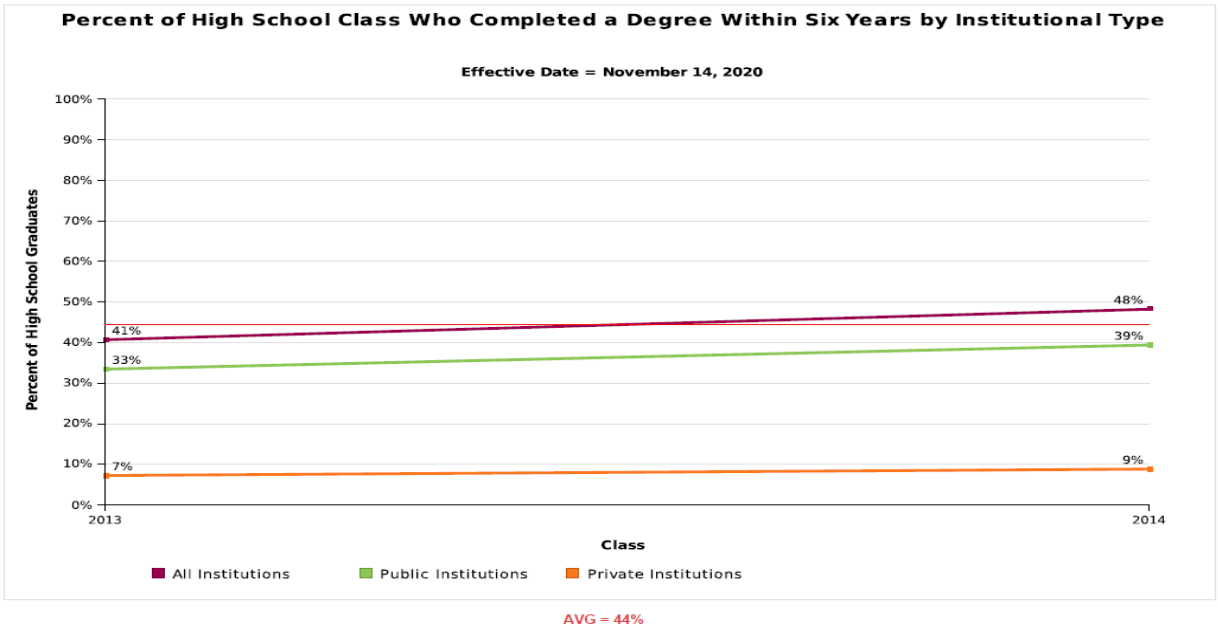
The combined cohort percentage of BUSD students who enrolled in the fall immediately after graduation is now 74%, which has been a steady number. In the most recent year, 2020, 67% enrolled in public institutions and 7% enrolled in private institutions.

The percentage of students in the cohort enrolled in college within the first two years is 74%. This number has declined from a high of 87% in 2017.



The chart below measures the level of persistence of BUSD students. Persistence is students who return for the second year of college. BUSD students at all levels have high levels of persistence, regardless of the type of college. The take-away here is that it is important to start college as soon as possible after graduation. That is when the persistence rate is highest. The current persistence rate is 91%.





The chart above is the percentage of students who completed a degree within six years of high school graduation. This is an important indicator, not only for the K12 school systems, but for the state

university and college system. The District has increased from a rate of 41% in 2013 to a rate of 48% in 2020. The chart below shows the progress of the class of 2013 and the class of 2014.

Count of High School Graduates with a College Degree

Effective Date = November 14, 2020

Class of	2013	2014
Total in the Class	1,229	1,178
Total With a Degree	500	568
Total from Public	411	464
Total from Private	89	104
Total from 4-Year	385	442
Total from 2-Year	115	126
Total In-State	425	497
Total Out-Of-State	75	71

The chart below shows the progress towards a degree for the class of 2014. 13.8 % have still never attended college as of November, 2020. 29.2 % have dropped out, 18.4% are still enrolled and 38.9% have graduated from college.

Count of Class 2014 Postsecondary Enrollment and Progress

Total in the Class: 1,178

Academic Years	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
New to College	956	40	25	10	6	3	0	0
Persisted	0	864	783	495	277	162	0	0
Returned After Stop Out	0	0	9	29	22	43	0	0
No Longer Enrolled & Not	0	71	127	172	251	270	0	0
Graduated	1	22	78	327	484	568	0	0
Not in NSC to Date	221	181	156	145	138	132	0	0

There has not been much change in the most common institutions BUSD students are choosing for college. Glendale Community College continues to be number one for the cohort and the most popular 4-year university is California State University, Northridge. More BUSD students are attending the University of California at Los Angeles, San Diego and Irvine than in previous years and the University of Southern California is now in the top 25.

Most Common Institutions of Enrollment in the Fall Immediately following High School Graduation for All Classes by Number of Students

Name	Rank	State	Level	Type	Total
GLENDALE COMMUNITY COLLEGE	1	CA	2-year	Public	1,489
PASADENA CITY COLLEGE	2	CA	2-year	Public	1,083
LOS ANGELES VALLEY COLLEGE	3	CA	2-year	Public	808
CALIFORNIA STATE UNIVERSITY- NORTHRIDGE	4	CA	4-year	Public	675
COLLEGE OF THE CANYONS	5	CA	2-year	Public	256
UNIVERSITY OF CALIFORNIA - IRVINE	6	CA	4-year	Public	166
LOS ANGELES PIERCE COLLEGE	7	CA	2-year	Public	158
UNIVERSITY OF CALIFORNIA-LOS ANGELES	8	CA	4-year	Public	138
UNIVERSITY OF CALIFORNIA-SAN DIEGO	9	CA	4-year	Public	133
SANTA MONICA COLLEGE	10	CA	2-year	Public	104
UNIVERSITY OF CALIFORNIA - RIVERSIDE	11	CA	4-year	Public	102
LOS ANGELES MISSION COLLEGE	12	CA	2-year	Public	94
UNIVERSITY OF CALIFORNIA - BERKELEY	13	CA	4-year	Public	87
UNIVERSITY OF CALIFORNIA-SANTA BARBARA	14	CA	4-year	Public	79
CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA	15	CA	4-year	Public	74
SAN DIEGO STATE UNIVERSITY	16	CA	4-year	Public	72
UNIVERSITY OF CALIFORNIA-SANTA CRUZ	17	CA	4-year	Public	69
UNIVERSITY OF CALIFORNIA-DAVIS	18	CA	4-year	Public	54
CALIFORNIA POLYTECHNIC STATE UNIVERSITY	19	CA	4-year	Public	52
CALIFORNIA STATE UNIVERSITY - LONG BEACH	20	CA	4-year	Public	51
SAN FRANCISCO STATE UNIVERSITY	21	CA	4-year	Public	49
CALIFORNIA STATE UNIVERSITY - LOS ANGELES	22	CA	4-year	Public	44
SANTA BARBARA CITY COLLEGE	23	CA	2-year	Public	41
CALIFORNIA STATE UNIV CHANNEL ISLANDS	24	CA	4-year	Public	40
UNIVERSITY OF SOUTHERN CALIFORNIA	25	CA	4-year	Private	40

Conclusion:
Overall, the District has improved its UC/CSU eligibility rate and more District students are enrolling in college and more students are prepared for both college and careers. However, BUSD did see a drop in the number of students enrolled in college immediately after graduation. It is anticipated that there will be a drop in next year's data as some student elected not to attend out of state colleges as a result of COVID-19. In addition, some students elected to attend community college instead of a four-year university once the university decided on online instruction.

Fiscal Impact:

No fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the National Student Clearinghouse Data for Burbank Unified School District Graduates and California State University Proficiency Rates, as presented.

Facilities/Technology Board of Education Agenda Items

Board of Education Meeting – December 17, 2020

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

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



NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Approval of Additive Change Order No. 1 - Facilities

Location – Walt Disney Elementary School
Project – Property Line Survey
Contractor – Saxon Engineering
Contract Amount – $10,623 (Bond Fund)

Note: The increased amount of $723.80 is due to the added cost of reimbursables submitted bringing the total not to exceed amount to $10,623.80.

Amended Agreement for Professional Services – Facilities

Location – Walt Disney Elementary School
Project – Sub-Surfacing Imaging Services – New Modular Classrooms
Contractor – C-Below
Contract Amount – $6,115 (Bond Fund)

Note: The original agreement was Board approved on November 21, 2019. The amended agreement corrects the effective dates from November 22, 2019 to November 22, 2020 and extends the agreement two years through November 23, 2022.



Approval of Amended Lease Agreement - Facilities

Location – Walt Disney Elementary School
Project – Lease of Two 24’ x 40’ Relocatable Classrooms
Contractor – Elite Modular Leasing & Sales
Contract Amount – Not to Exceed $98,880 (Growth Fund)

Note: This is an amended lease to extend the original agreement that was Board approved on May 18, 2017, for another year starting on January 1, 2021 and ending on December 31, 2021.

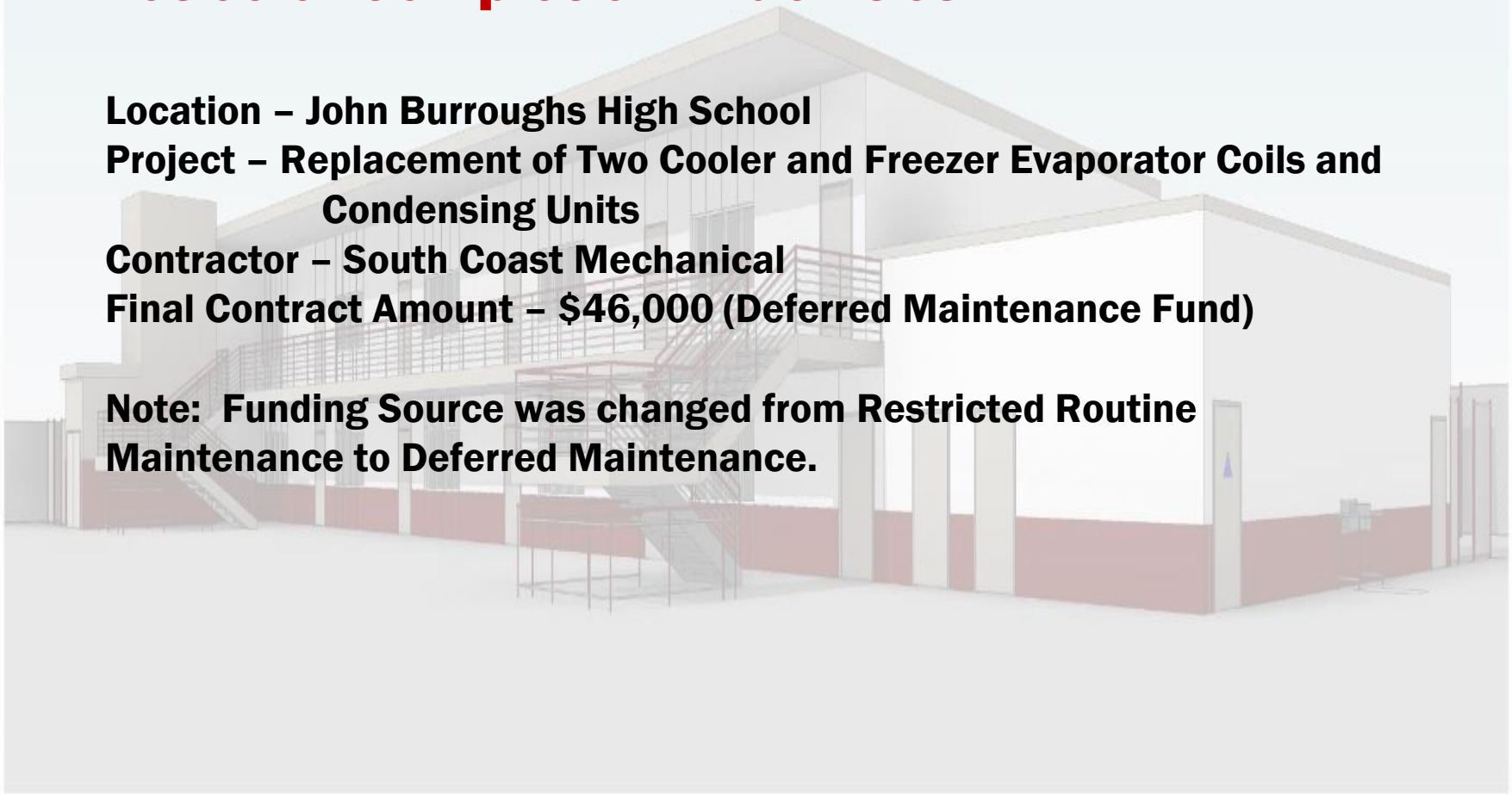


Ratification of Agreement Quality Bidders Software Services - Facilities

Location – Facilities and Technology Projects
Project – Annual Software ($5,000) and $85/per for Application Review Fees ($3,000 for allowance)
Contractor – Colbi Technologies, Inc.
Contract Amount – Not to Exceed $8,000 (Bond Fund)

Effective November 25, 2020 through November 25, 2021.

Notice of Completion - Facilities



Location – John Burroughs High School
Project – Replacement of Two Cooler and Freezer Evaporator Coils and Condensing Units
Contractor – South Coast Mechanical
Final Contract Amount – $46,000 (Deferred Maintenance Fund)

Note: Funding Source was changed from Restricted Routine Maintenance to Deferred Maintenance.

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	December 17, 2020
SUBJECT:	Approval of Minimum Wage Increase

Background
California Senate Bill 3 (SB 3) was signed into law in April of 2016. SB 3 will eventually raise the state minimum wage to $15.00 per hour. On January 1, 2021, minimum wage is scheduled to increase to $14.00 per hour.

Discussion/Issues
In order to meet the requirements set by the State of California, salary schedules must be modified to implement the $14.00 per hour requirement. Employers in California are subject to both state and federal minimum wage laws. When there are conflicting requirements, the employer must follow the stricter standard; that is, the one that is most beneficial to the employee. Since California's current law requires a higher minimum wage rate than the federal law, Burbank Unified School District will be following the California minimum wage requirement of $14.00 per hour.

Fiscal Impact
This change impacts employees earning below $14.00 on the Pay Schedule for Hourly or Special Assignments and employees earning below $14.00 on the Schedule of Classified Monthly Salary.

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the minimum wage increase to $14.00 per hour, as mandated by the State of California, effective January 1, 2021, as presented.

SCHEDULE OF CLASSIFIED MONTHLY SALARY

EFFECTIVE JANUARY 1, ~~2020~~ **2021**

Range Number	I	II	III	IV	V	VI	Step I Hourly Equivalent
16	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
17	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
18	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
19	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
20	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
21	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
22	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
23	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
24	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
25	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
26	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
27	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
28	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
29	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
30	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
31	**2427**	**2549**	**2677**	**2811**	**2952**	**3100**	**14.00**
32	2461	2588	2717	2857	3002	3153	14.20
33	2522	2659	2787	2929	3074	3227	14.55
34	2588	2717	2857	3002	3153	3314	14.93
35	2659	2787	2929	3074	3227	3389	15.34
36	2717	2857	3002	3153	3314	3478	15.68
37	2787	2929	3074	3227	3389	3568	16.08
38	2857	3002	3153	3314	3478	3660	16.48
39	2929	3074	3227	3389	3568	3746	16.90
40	3002	3153	3314	3478	3660	3842	17.32
41	3074	3227	3389	3568	3746	3939	17.73
42	3153	3314	3478	3660	3842	4040	18.19
43	3227	3389	3568	3746	3939	4135	18.62
44	3314	3478	3660	3842	4040	4236	19.12
45	3389	3568	3746	3939	4135	4342	19.55
46	3478	3660	3842	4040	4236	4452	20.07
47	3568	3746	3939	4135	4342	4571	20.59
48	3660	3842	4040	4236	4452	4685	21.12
49	3746	3939	4135	4342	4571	4796	21.61
50	3842	4040	4236	4452	4685	4916	22.17
51	3939	4135	4342	4571	4796	5036	22.73

52	4040	4236	4452	4685	4916	5165	23.31
53	4135	4342	4571	4796	5036	5295	23.86
54	4236	4452	4685	4916	5165	5431	24.44
55	4342	4571	4796	5036	5295	5564	25.05
56	4452	4685	4916	5165	5431	5698	25.69
57	4571	4796	5036	5295	5564	5842	26.37
58	4685	4916	5165	5431	5698	5991	27.03
59	4796	5036	5295	5564	5842	6135	27.67
60	4916	5165	5431	5698	5991	6299	28.36
61	5036	5295	5564	5842	6135	6451	29.05
62	5165	5431	5698	5991	6299	6612	29.80
63	5295	5564	5842	6135	6451	6782	30.55
64	5431	5698	5991	6299	6612	6943	31.33
65	5564	5842	6135	6451	6782	7120	32.10
66	5698	5991	6299	6612	6943	7305	32.87
67	5842	6135	6451	6782	7120	7481	33.70
68	5991	6299	6612	6943	7305	7669	34.56
69	6135	6451	6782	7120	7481	7859	35.39
70	6299	6612	6943	7305	7669	8055	36.34
71	6451	6782	7120	7481	7859	8261	37.22
72	6791	7139	7495	7874	8273	8696	39.18

*This hourly rate is established in order to hire temporary hourly employees and to figure overtime rates. It is based on 173.333 hours per month.

BURBANK UNIFIED SCHOOL DISTRICT

CLASSIFIED PERSONNEL
Pay Schedule for Hourly or Special Assignments

Effective January 1, ~~2020~~ **2021**

1. Substitute and short-term classified employees employed in one of the following classified series shall be paid an hourly rate equivalent to minimum wage or 85% of Step 1 of the salary range corresponding to the Classified Bargaining Unit position in which they are being employed to substitute, whichever rate is higher:

   Accounting Series
   Clerical Series
   Food Service Series*
   Instructional Series*
   Maintenance Series*
   Operations Series*
   Auxiliary Series*

Should a salary increase be applied to any bargaining unit salary schedule during any given fiscal year, such increase shall not apply to this policy until July 1 of the next fiscal year.

* Instructional Assistant-Severely Impaired will be paid 100% of Step I.
* Instructional Assistant-Special Education will be paid 100% of Step I.
* Instructional Assistant-Children's Center will be paid 100% of Step I.
* Instructional Assistant-Children's Center II will be paid 100% of Step I.
* Campus Supervision Assistant will be paid 100% of Step I.
* Food Service Assistant will be paid 100% of Step I.
* Custodian will be paid 100% of Step I.
* Educational Interpreter II-Deaf and Hard of Hearing will be paid $ 19.68 hr.

2. Other Hourly Rates

   School Office Managers-Elementary who are assigned to a Summer School Secretary assignment will be paid the hourly equivalent of their monthly assignment.

Short Term Assignment Coaches	Hourly Rate
Short Term Assignment Athletic Coach	$~~13.09~~ **14.00**
Short Term Assignment Performing Arts Coach	$~~13.09~~ **14.00**

Miscellaneous

SYETP Student	~~13.00~~ **14.00**
Student Helper	~~13.00~~ **14.00**
Bilingual Translator	16.24
ASB/Athletic Supervisor	16.40
Fee-Based Classes, Adult School	29.51
Choral Conductor, Adult School	25.45
Site Technology Specialist	$~~1081.00~~**1092.00** per semester **
Advanced Custodial Training Stipend	$165.00 (one time only)

3. A stipend of $174.83 will be paid to the Varsity Coach for each CIF playoff game in which his/her team participates, and a stipend of $95.06 will be paid to each Assistant Coach for each CIF playoff game in which his/her team participates.

** May be applied to certificated staff at Alternative sites only (i.e. Monterey)

Policy adopted: 6/21/84

Revised: 11/1/90; 5/21/92; 8/6/92; 9/3/92; 11/5/92; 10/6/94; 8/3/95; 7/11/96; 9/5/96; 10/3/96; 3/20/97; 6/19/97; 2/19/98; 3/5/98; 6/25/98; 5/6/99; 6/24/99; 8/5/99; 12/16/99; 7/6/00; 1/8/01; 6/21/01; 11/1/01; 3/21/02; 8/21/03; 11/6/03; 12/16/04; 11/3/05; 7/20/06; 1/18/07; 1/17/08; 7/1/14; 8/6/15; 1/21/16; 12/15/16; 2/16/17; 11/16/17; 11/15/18; 12/20/18; 12/19/19**; 12/17/20**

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	December 17, 2020
SUBJECT:	Agreement – Alder Graduate School of Education

Background
The purpose of the Services Agreement with Alder Graduate School of Education is to recruit, prepare, hire and establish a more diverse teaching community to represent the diversity of students in our schools.

The Alder GSE's teacher preparation program will provide multiple, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher.

Discussion/Issues
The Alder Graduate School of Education program will expand the pool of qualified teachers and will aim to prepare highly effective, diverse teachers through yearlong, intensive clinical preparation focused on educational equity.

The District will provide residency students with support through mentor educators who are qualified for such assignments.

Fiscal Impact
The fiscal impact is approximately $50,000 annually (01.0-32150.0-11100-10000-5810-7409000).

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Alder Graduate School of Education to recruit teaching candidates, effective January 1, 2021 through June 30, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

(DRAFT – pending fully executed MOU)

December 8, 2020

Burbank Unified School District
1900 W. Olive Ave
Burbank, CA 91506
ATTN: Sarah Niemann, Assistant Superintendent of Human Resources

Dear Ms. Niemann,

Alder Graduate School of Education (Alder GSE) is pleased to provide Burbank Unified School District (the "Partner") with COVID Recession Relief payments for costs associated with supporting residents of the Burbank Unified School District Teacher Residency @ Alder GSE Program. These payments are intended to be used exclusively for the benefit of the residents consistent with the support offered by Partner to residents as set forth in the Partner Commitment Letter provided to residents by the Partner.

Alder GSE will provide a total of up to $5,000 per resident over the course of the 2021-2022 program year, as set for in the table below. Payments amounts will be determined based on the Partner's number of actively enrolled residents as of the Determination Date. Payments are contingent on Burbank Unified School District fulfilling its obligations to residents as stated in the Partner Commitment Letter. Burbank Unified School District expects to have a total of 4 to 6 residents in the 2021-2022 program year.

Determination Date	Payment per Actively Enrolled Resident	Payment Date
July 15, 2021	$1,000	July 31, 2021
October 15, 2021	$2,000	October 31, 2021
March 15, 2022	$2,000	March 31, 2022

Please sign this agreement below. By signing, you are accepting the terms of the agreement. Please provide invoices on the Determination Dates stating the number of residents in the Program that qualify for payments under this Agreement. If the Partner is in compliance with all the terms and conditions hereof, Alder will issue payment on the Payment Date. Please send invoices to accountspayable@aldergse.edu with a copy to Erik Brown, CFO, at ebrown@aldergse.edu.

If you have any questions, please reach out to Julie Fabrocini, Senior Director of Partnerships, at jfabrocini@aldergse.edu.

In partnership,

(DRAFT – pending fully executed MOU)

Heather Kirkpatrick
President & CEO

Attachment: Burbank Unified School District Partner Commitment Letter

Partner: Read and agreed to

By:_____ Date:_____

Name:_____ Title:_____

Alder GSE Education Services Agreement
BRANCH Partner, Combined Cohort

This Education Services Agreement (this "Agreement") is made and entered into effective as of January 1, 2021 (the "Effective Date"), and shall expire at the end of the Term (defined herein), by and between Alder Graduate School of Education, a California nonprofit public benefit corporation, hereinafter called "Alder GSE," and Burbank Unified School District, hereinafter called "Partner". Alder GSE and Partner together are the parties ("Parties") to this Agreement.

Recitals

WHEREAS, Partner is a public school district known as Burbank USD;

WHEREAS, subject to the terms and conditions of this Agreement, Partner desires to recruit teaching candidates ("Residents") to participate in Alder GSE's teacher preparation program that will provide multiple, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to individually as the "Teacher Residency at Alder GSE".

WHEREAS, Partner also desires to join with one or more additional partners (the "Additional Partners"; collectively with Partner the "Partners")) to recruit teaching candidates in a combined cohort of Residents (the "Combined Cohort"). The Additional Partners include Pasadena USD and may include other partners.

In consideration of the promises and mutual covenants and agreements set forth below, the Parties hereto agree as follows:

Agreement

1) Program Coordination and Administrative Communication.

   a) The program consists of 34 units of coursework for a Master of Arts in Education with a concentration in Teaching or 37 units of coursework for a Master of Arts with a concentration in Special Education, and includes Takeover Days as set forth in Exhibit B (the "Program"). The Program is focused on preparation for a California teaching credential and Master's degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program, as well as the requisite state of California assessments required of all credential and Master's degree candidates, will be awarded a Master of Arts in Education with a concentration in Teaching or Special Education as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing for the corresponding preliminary teaching credential by Alder GSE.

   b) Alder GSE shall be responsible for the coordination, administration, and the delivery of credit bearing instruction with respect to the Program, as more specifically set forth in this Agreement.

   c) Partner will recruit in the 2020-2021 school year for the 2021-2022 school year.

   d) Alder GSE designates Shayna Sullivan, Dean as the Alder GSE Liaison who will serve as Partner's primary point of contact. The Alder GSE Liaison shall act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE shall not designate a different individual as the Alder GSE Liaison without at least two weeks' notice to Partner from Alder GSE.

e) The parties agree that prior to hosting enrolled residents at its school sites, Partner will spend the 2020-21 school year recruiting candidates and setting up its program in collaboration with Alder GSE and the Additional Partners.

f) Partners shall designate an individual who will act as the Partner Director of the Teacher Residency (the "Partner Director") with the approval of Alder GSE. The Partners designate Hanh Le as the Partner Director. The Partner Director shall act as formal and integral player with respect to matters pertaining to this Agreement. The Partners shall not designate a different individual as the Partner Director without the prior approval of Alder GSE from which approval shall not be unreasonably withheld. The requirements of the Partner Director are set forth in Exhibit F. The Partner Director will support the Combined Cohort and be recognized by Partners in this role. Per the terms of Exhibit A, Alder GSE will contribute a single amount to support one Partner Director for the Combined Cohort

g) Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in credential courses and Master's courses at Alder GSE. The field/classroom placements for the California teaching credential shall take place on the Partner campuses. The specific placement assignments for each Resident shall be mutually agreed upon by the Parties. Partner shall be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.

h) Partner agrees to participate in surveys to provide feedback to Alder GSE.

2) The Program.

a) Alder GSE shall be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in Exhibit B attached hereto.

b) Partner shall provide one mentor ("Mentor Teacher") for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner shall be responsible for the cost of Mentor Teachers in accordance with Exhibit A. The Mentor Teachers shall be responsible for all duties set forth in the Mentor Teacher job description attached hereto as Exhibit C. Alder GSE shall be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In the event a Mentor Teacher is unable to complete the full academic year, Partner shall be responsible for finding a replacement Mentor Teacher as soon as reasonably practical.

c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment.

d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in Exhibit D. Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder GSE's formal education program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) there are attendance requirements for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) and that Partner must not use Residents for substitute teaching or to otherwise displace the work of paid personnel of the Partner; (v) that Residents should have no expectation of compensation for work performed during the program; (vi) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vii) that there is no guarantee of a paid job for the Resident with the Partner at the end of the program.

e) Partner shall permit and encourage the Partner Director to attend at least four days of faculty development per year. Travel and lodging expenses for this professional development will be shared with Alder GSE as set forth in Exhibit A. Exhibit G sets forth Alder GSE's faculty development policy for Partner Directors including a list of the faculty development options available.

3) Marketing and Admission.

a) The Parties shall work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials; provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Director and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in Exhibit A, each party shall be responsible for its own costs and expenses associated with the marketing and promotion of the Program.

b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "Burbank USD Teacher Residency at Alder GSE" to refer to its program on all materials.

c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE shall mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.

d) Partner shall be responsible for the nomination of candidates to the Program using the criteria attached hereto as Exhibit E. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner shall be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.

e) Partner shall review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE shall grant admission based on the criteria set forth in Exhibit E. Alder GSE will communicate admission decisions to Partner, and then to Residents.

f) Partner may recruit candidates who are considering applying to one or more other Alder GSE partner program, provided that once a candidate has formally applied to a specific Alder GSE partner program, Partner will cease to recruit that Resident.

g) The Parties agree that, unless otherwise mutually agreed in writing with respect to any given program cohort, in order for the Program to go forward for that cohort, at least 23 Residents must be enrolled in the Combined Cohort for 2021-22 school year and every subsequent year by Partners (implying a minimum target of 20 Residents who complete the program after allowing for expected attrition); or philanthropic support must have been identified to ensure tuition funding at the level of 23 Residents. Potential Residents will be notified of this contingency as part of the application process. Partner will enroll 4-6 Residents in the 2021-22 year.

4) Classroom Facilities and Course Scheduling.

a) Each party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (the "Program Facilities"); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (the "Program Equipment"); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in Exhibit A. Partners will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Director (described in Exhibit F) and the full cohort of Mentor Teachers during mentor trainings (described in Exhibit C).

b) The Partner Director and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (the "Schedule") and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.

c) Residents will register for courses in the Program directly through Alder GSE's online registration system. Registration for all courses will occur before the beginning of each term.

d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Director to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.

e) At the conclusion of each Program cohort, all Residents will participate in Master's oral examinations. Oral examinations will take place at locations as mutually agreed by the Parties, and will be scheduled and conducted, and the Resident's performance during the examination will be evaluated, in accordance with Alder GSE's practices.

5) Faculty; Program Support; and Resident Services.

a) Alder GSE shall select Instructors for the Program, following the processes and requirements set forth by Alder GSE's Faculty Hiring, Development, and Evaluation committee.

b) Both Parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers and Instructors as needed, and will include the other party in such communications.

c) Alder GSE will provide initial and ongoing advisement to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE policies.

d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing policies for maintenance of student records.

e) Partner shall provide stipends to Mentor Teachers as described in Exhibit A.

6) Financial and Payment Terms.

a) Residents will remit tuition payments for the Program directly to Alder GSE.

b) Each party shall be responsible for all other costs, fees and stipends in connection with the Program as set forth in Exhibit A.

c) Each party shall invoice the other party for all amounts owed to such party as calculated per Exhibit A on a

quarterly basis. Each party shall remit payment to the other party within thirty (30) days after receipt of invoice.

7) Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall continue until June 30, 2022. This Agreement will renew automatically for one year unless either party provides the other party with written notice via email by January 1 of their intention not to renew on June 30 of that same year. During the year following a nonrenewal, enrolled Residents will participate in the Program, but no new Residents will be recruited. The initial term and any successive renewal terms are collectively referred to as the "Term".

b) Termination for Cause. Each party shall have the right to terminate this Agreement in the event of the other party's material breach of this Agreement; provided, however, that such termination will not become effective unless and until (i) the party not in default has given the other party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the party not in default within 30 business days following the giving of the notice.

c) Effect of Termination. Any early termination of this Agreement shall be without prejudice to any claims or damages or other rights of one party against the other party. In the event of early termination of this Agreement by either party:

i) Residents affected by early termination may continue in obtaining their Master's degree, but will no longer be considered part of a Program cohort. Alder GSE, in its discretion, may place affected Residents into a different teacher residency program. Partner will reasonably cooperate with Alder GSE with such transition.

ii) Partner shall immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation of the Program up to and including the date of notification of termination of this Agreement.

iii) Alder GSE shall immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.

8) Confidentiality.

a) At all times hereafter, each party (the "Receiving Party") will keep in confidence and trust all confidential and proprietary information of the other party (the "Disclosing Party") that the Receiving Party learns of or receives from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party's advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section shall not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party's failure to comply with the provisions of this Section 8(a) shall constitute a material breach of this Agreement.

b) If Alder GSE provides Partner with access to Student Data (as defined below) or if Partner provides Alder GSE with access to Student Data, the following provisions shall apply:

i) Definition of Student Data. All "education records" and the "personally identifiable information" contained in

those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner students and are provided by Partner to Alder GSE shall be deemed "Student Data" for purposes of this Agreement.

ii) Use of Student Data. Both Partner and Alder GSE shall use the other party's Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE shall use the other party's Student Data to for purposes of completing the objectives of the Program as defined herein.

iii) Access to Student Data. Student Data provided by Alder GSE to Partner shall be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE shall be accessed only by authorized employees of Alder GSE.

iv) Sharing of Student Data. Neither Partner nor Alder GSE shall share the other party's Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.

v) Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, shall remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, shall remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.

vi) Security of Student Data. Both Partner and Alder GSE shall store and process the other party's Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and technical safeguards and security measures (including, but not limited to, encryption, where appropriate or required by law) designed to secure Student Data from destruction, loss, unauthorized access, altercation, disclosure, and use and which shall be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner's data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE shall conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party's Student Data in a timely manner.

vii) Student Data Breach. Both Partner and Alder GSE agree that each shall notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party's Student Data or the unauthorized disclosure of or access to the other party's Student Data. In such a case, Partner or Alder GSE, as appropriate, shall provide all information reasonably required by the other party, shall investigate, mitigate, and remediate the breach, and shall provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.

viii) Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE,

Partner shall return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE shall return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix) Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DDoS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security audits performed in accordance with this provision shall be subject to the following conditions:

(1) Both Partner and Alder GSE and any auditor shall conduct no more than one audit in any calendar year except that they may conduct additional audits when:

(a) Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.

(b) Party is required or requested to carry out an audit by applicable law.

(2) The cost of any audits conducted by Partner and/or its auditors shall be borne solely by Partner.

(3) The cost of any audits conducted by Alder GSE and/or its auditors shall be borne solely by Alder GSE.

(4) Parties shall give reasonable notice of any audit and shall make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.

(5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:

(a) to any individual unless he or she produces reasonable evidence of identity and authority; or

(b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.

x) Partner's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement.

9) Proprietary Rights.

a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE shall own all course syllabi, course descriptions (including title, course scope and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and derivative works to such material ("Alder GSE Work Product").

b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, nontransferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.

c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information related to the background, characteristics, and performance of any applicants, Residents, alumni, and Mentor Teachers associated with the Program as compared to their peers. Partner agrees that Alder GSE may use such data to measure the impact and value of the program for Partner and Alder GSE. Alder GSE seeks to share impact and value information with Partner to facilitate the calculation of Partner's Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track across partners include but are not limited to (i) demographics of applicants, Residents, alumni, and Mentor Teachers, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized student data. Alder GSE shall provide a template for such data requests in advance. Partner designates Sarah Niemann, Assistant Superintendent, Human Resources, to be the main contact for such data requests.

   Partner hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use, copy, modify, create derivative works and otherwise exploit the foregoing for its lawful business purposes.

10) Indemnification.

a) Each party ("Indemnifying Party") shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents ("Indemnified Party") from and against any and all costs, liabilities, and expenses (including reasonable attorneys' fees) payable to third parties for claims arising in whole or in part out of the acts or omissions of the Indemnifying Party, its officers, employees or agents. To avoid any doubt, the term "third parties" includes any individual or entity other than Alder GSE and Partner, including but not limited to employees and students of Alder and the Partner; and their respective parents/guardians, heirs, assigns or estates. The covered claims include, but are not limited to, those arising from breach of this Agreement, violation of applicable laws or regulations, breach of any duty, or other common law claims, in contract or tort. Provided, however, that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party's prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.

b) Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys' fees related to or arising out of any allegation, lawsuit, charge, claim, or audit ("Claims") brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner's classification or treatment of Residents as employees or non-employees for purposes of Partner's employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age

Discrimination in Employment Act, the American's with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents.

11) Insurance.

a) Insurance Requirements. Prior to the commencement of services and throughout the term of the Agreement, Partner shall maintain the following insurance coverages at its sole cost and expense:

i) Commercial General Liability insurance which shall be written on an occurrence basis covering claims against bodily injury (including death) and property damage with limits not less than those specified below. Said policy shall include broad form contractual liability and products-completed operations coverage.
(1) $1,000,000 per Occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage
(2) $2,000,000 General Aggregate
(3) $2,000,000 Products-Completed Operations
To the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.

ii) Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than $1,000,000 per accident. To the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.

iii) Worker's Compensation insurance as required by the State of California, and Employer's Liability coverage with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Alder GSE, its directors, officers, employees, agents, and volunteers.

iv) Educator's Legal Liability/Professional Liability with limits of not less than $1,000,000 per occurrence or claim and $2,000,000 in the aggregate. If Professional Liability/Educator's Legal Liability coverage is maintained on a claims-made basis, the following shall apply:
(1) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
(2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
(3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Partner must purchase an extended reporting period (tail coverage) for a minimum of three (3) years after completion of the contract services.

b) Continuous Coverage. Should any of the insurance required of Alder GSE or Partner under this Agreement be provided under a claims-made form, Alder GSE and Partner shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or earlier termination of this Agreement, such that, should occurrences during the term of this Agreement give rise to claims made after the expiration or termination of this Agreement, such claims shall be covered by such claims-made policy (or an equivalent policy affording prior acts coverage).

c) Insurance Carriers. All insurance required to be maintained by Partner shall be issued by insurance carriers

authorized to do business in the State of California with an A.M. Best rating of not less than A- VII.

d) Certificates and Endorsements. Prior to the commencement of services, Partner shall provide the Alder GSE with Certificates of Insurance evidencing the insurance required under the Agreement. Acceptance of Certificates of Insurance by the Alder GSE shall not relieve Partner of any of the insurance requirements, nor decrease the liability of Partner under the Agreement.

e) Waiver of Subrogation. Each insurance policy required of Alder GSE and Partner under this Agreement shall include a waiver of subrogation clause.

f) Cancellation. Each party agrees that in the event of cancellation or non-renewal of any of the policies referenced in this Agreement, the party whose insurance is being cancelled will fax to the other party a copy of the insurer's cancellation or non-renewal notice at least twenty (20) days prior to such cancellation or non-renewal.

g) The insurance required under the Agreement may be obtained by a combination of primary, excess, and/or umbrella insurance and coverage shall be as broad as the requirements listed in the Agreement.

h) Partner's insurance shall be primary with respect to its performance under this Agreement and any insurance or self-insurance procured or maintained by Alder GSE shall not be required to contribute to it.

i) The insurance requirements under the Agreement shall be the greater of (i) the minimum coverage and limits specified in the Agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of Partner under this Agreement.

j) A severability of interest provision must apply for all the Additional Insureds, ensuring that Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

12) Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF FIFTY THOUSAND ($50,000) AND THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM.

13) Miscellaneous.

a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

b) Use of Names and Logos. Both Parties agree that they shall not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in

any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.

c) No Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and assigns.

d) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Partner: Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources
Burbank USD
1900 W. Olive Ave
Burbank, CA 91506

If to Alder GSE: Alder GSE
2946 Broadway, Suite B
Redwood City, CA 94062
Attn: Julie Fabrocini

e) Compliance with Laws. Each party shall be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement. The parties recognize that the Teacher Residency is or may be considered a "program or service" of both Alder GSE and Partner, and that Residents are participants or beneficiaries of the program or service, under various federal, state and local laws, including but not limited to non-discrimination laws (e.g. ADA Title II, Section 504, Title VI, Title IX and the Age Discrimination Act) . The parties agree that they will comply with these and all other laws applicable to applicants for residency or Residents. The parties will coordinate with each other regarding any overlapping issues that may arise (e.g. discipline or termination) under such procedures as the parties may establish under this MOU. Issues involving requests for accommodations by applicants or Residents will be addressed under the Resident Accommodation Procedures (Exhibit H).

f) Program Accreditation and Other Compliance Issues

i) State Authorization, Accreditation of Alder GSE. Partner shall fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission ("WSCUC") (Alder GSE's accrediting agency), California Commission on Teacher Credentialing ("CCTC"), or California's Bureau of Private Postsecondary Education ("BPPE") or for other reasons as required by WSCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).

ii) Accreditation, Licensing, and Credentials. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish

to the other evidence of such accreditation, licensing, and credentials upon request by the other.

g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.

h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

i) Construction. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.

j) Amendment: This Agreement shall not be altered, modified, or amended except by a subsequent written instrument executed by the Parties hereto. Such amendment shall not be effective until all Parties approve it.

k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the Parties and supersedes any prior agreement between the Parties. No prior agreements or understandings, oral or otherwise, of the Parties or their agents, officers or representatives shall become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.

l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) shall survive the termination or expiration of this Agreement for any reason.

n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures shall be deemed as original.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto as of the Effective Date.

Partner	Alder GSE
By: _____	By: _____
Matt Hill, Ed.D Superintendent	Heather Kirkpatrick President & CEO
Date: _____	Date: _____

Exhibit A
Budget

The Parties agree to be responsible for Program costs according to the following:

Cost	Covered by Alder GSE	Covered by Partner(s)
Facility overhead and administrative costs	100% of costs when on Alder GSE secured sites	100% of costs when at Partner Sites including provision of a room large enough to host Resident and Mentor Seminars
Partner Director Salary & Benefits	$100,000 to Root Partner if enrollment minimums in Section 3g have been met and Partners' Residents are paying tuition	All other costs
Partner Director Faculty Development Costs (travel, fees, etc.; see Exhibit G)	Up to $2,000	Up to $2,000 to cover Partner Director's attendance at two Alder staff retreats per year
Instructors	100%	$0
Mentor Teachers	Curriculum and Instruction Costs for Mentor Seminar Only	$1,911 Mentor Stipend
Recruiting and Marketing	Alder GSE materials and shared materials	Partner costs (Option to divide marketing events strategically with Alder GSE)
Testing Support	$200 of the EdTPA fee per Resident	
Materials and Supplies	50% discount on test prep for individual Residents	

Exhibit B

Program Courses

Alder Graduate School of Education Course Scope and Sequence- 2020/2021

Course	Units Single Subject Credential	Units Multiple Subject Credential	Units Ed Specialist Credential	Format
Term - Summer 1				
ED 200- Identity and Teaching	3	3	3	in person
ED 220- Resident Seminar 1	1	1	1	in person
SPED 200- SPED Foundations of Inclusive Education	3	3	3	in person
ED 230- Elementary Literacy & Content Methods 1	n/a	3	3	in person
ED 240: Principles of Teaching Science in Secondary I	2 (SS Science Only)	n/a	n/a	in person
ED 250: Principles of Teaching Math in Secondary I	2 (SS Math Only)	n/a	n/a	in person
ED 260: Principles of Teaching English Language Arts in Secondary I	2 (SS ELA Only)	n/a	n/a	in person
ED 270: Principles of Teaching Social Studies in Secondary I	2 (SS Social Science Only)	n/a	n/a	in person
ED 280: Principles of Teaching Spanish/World Languages in Secondary I	2 (SS Spanish Only)	n/a	n/a	in person
ED 235- Disciplinary Literacy in the Secondary Classroom	1	n/a	n/a	in person
Term - Fall				
ED 224 - Residency Fieldwork 1	1	1	1	fieldwork
ED 221 - Residency Seminar 2	3	3	3	in person in seminar, taught by directors
ED 231- Elementary Literacy & Content Methods 2	n/a	2	2	hybrid- 1 unit taught online, 1 unit taught in regions
ED 241: Science Planning, Assessment, and Instructional Strategies I	2 (SS Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 251: Math Planning, Assessment, and Instructional Strategies I	2 (SS Math Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 261: ELA Planning, Assessment, and Instructional Strategies I	2 (SS ELA Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 271: Social Science Planning, Assessment, and Instructional Strategies I	2 (SS Social Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 281: Spanish/World Languages Planning, Assessment, and Instructional Strategies I	2 (SS Spanish Only)	n/a	n/a	hybrid-

				1 unit taught online, 1 unit taught in person
SPED 201- Positive Behavior Support	n/a	n/a	2	online
ED 205 - Language Use in Multilingual Classrooms	3	3	3	online
ED 210: Child and Adolescent Development and Learning Theory (Developmental Science in the 21st Century, Theoretical Models for Early Childhood and Adolescence)	3	3	3	online
Term - Spring				
ED 225 - Residency Fieldwork 2	1	1	1	Fieldwork
ED 222 Residency Seminar 3	2	2	n/a	in person at seminar
ED 242: Science Planning, Assessment, and Instructional Strategies II	3 (SS Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 252: Math Planning, Assessment, and Instructional Strategies II	3 (SS Math Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 262: ELA Planning, Assessment, and Instructional Strategies II	3 (SS ELA Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 272: Social Science Planning, Assessment, and Instructional Strategies II	3 (SS Social Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 282: World Languages Planning, Assessment, and Instructional Strategies II	3 (SS Spanish Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 232: Multiple Subject STREAM Content Methods	n/a	3	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 290 - Action Research	2	2	2	online
SPED 202 - The Art of Case Management & Collaboration	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
SPED 203 - Instructional Methods for Mild/Moderate Disabilities	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
Term - Summer 2				
ED 226 Residency Fieldwork 3	1	1	1	fieldwork
ED 291- Scholarship, Synthesis, and Setting the Foundation	2	2	2	online
ED 233: Elementary Literacy and Content Methods III	n/a	1	n/a	online
ED 243: Principles of Teaching Science in Secondary II	1 (SS Science Only)	n/a	n/a	online

ED 253: Principles of Teaching Math in Secondary II	1 (SS Math Only)	n/a	n/a	online
ED 263: Principles of Teaching ELA in Secondary II	1 (SS ELA Only)	n/a	n/a	online
ED 273: Principles of Teaching Social Science in Secondary II	1 (SS Social Science Only)	n/a	n/a	online
ED 283: Principles of Teaching Spanish/World Languages in Secondary II	1 (SS Spanish Only)	n/a	n/a	online
SPED 204: Math Methods for Ed Specialists	n/a	n/a	1	online

Exhibit C

Mentor Teacher Requirements

SAMPLE

Residency Mentor

Memorandum of Understanding (MOU) of Responsibilities and Payment

Statement of Purpose

This Memorandum of Understanding ("MOU") is established between the ABC Program and (name) _____, who will be performing the role of the Mentor Teacher (the "Mentor") for the ABC Program during the XYZ school year. The purpose of the MOU is to articulate basic guidelines, performance expectations and mutual understandings/agreements necessary to ensure the success of training Teacher Residents (the "Residents"). The MOU clarifies the focus and intent of the joint working relationship, support, cooperation and coordination between the Mentor and ABC Program.

Expectations for Mentors

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking and, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

To support Residents' deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

Time Commitment

The role of a Mentor Teacher is a significant time commitment. It is expected that Mentors will make mentoring duties their top after school priority. This may mean that, as a Mentor, the teacher will need to drop one or more extra commitments such as being a lead teacher, working in the after-school program or running a student club. There is no absolute prohibition of other activities, but each Mentor should discuss his or he r plans with his or her principal as well as with the Regional Director to reach consensus on what commitments are reasonable.

Time Commitments of the Mentor role include:

Mentors will be expected to formally plan with their Residents, which includes at least 2 hours of "Sacred Meeting Time" every week.

Mentors need to be available during the entire school year in order to participate in the program.

Mentors agree to be supported and coached by the Residency Program Director in their work as Mentors. These biweekly or monthly coaching sessions will run on site in the Mentor's classrooms.

Mentors will attend ten Mentor trainings which includes the one-day orientation in the summer.

New Mentors will attend a "Mentoring 101" session before the start of the XYZ school year.

Mentors will respond to email within the 24-48 hour turnaround time frame.

Mentors will attend at least one ABC Program event of their choosing throughout the year (e.g. Interview Day, Application Scoring, etc.)

(initials): ___/___

Mentors perform many roles for their Residents including coach, administrator and evaluator as well as being a model for best practices. Mentor roles and responsibilities include:

Modeling

- Mentors are asked to model best practices for the Resident and ask the Resident questions about coursework so that all of us are sharing vocabulary and expectations throughout the year. This type of sharing will allow for more focus and better collaboration.

- All practices should be modeled and guided before releasing them to the Resident.

  (initials): ___/___

Co-Teaching

- Mentors will work one-on-one sharing their classroom, preparation and teaching with a Resident four full days each week of the year.

- Mentors will introduce the Resident to students on the first day as a Co-Teacher.

- Mentors will be expected to analyze their decision making and explain it to their Residents daily. Out loud thinking and "naming it while you are doing it" is what will make your planning and teaching decisions transparent so Residents can begin to develop similar thinking patterns or allow them to challenge you/their Mentors' thinking.

  (initials): ___/___

Gradual Release

- Mentors will gradually release increasing responsibility to their Residents, while providing oversight and supervision of Residents. . For example, Mentors model specific techniques, then Residents and Mentors co-teach, then Residents Lead Teach for 15 minutes, then 30 minutes, then an hour and so on so that by the spring the Residents are (ideally) making many of the classroom decisions and leading much of the classroom work under the direct supervision of the Mentors.

- Mentors will release all teaching responsibilities to resident during the designated takeover days and weeks.

  (initials): ___/___

Coaching

- Mentors will observe and provide feedback to Resident at least once per week. This weekly feedback will be in written form that is communicated with Director.

- Mentors will review lesson plans and provide feedback before the Resident teaches them at least once per week, including lesson plans for Director visits.

- Being an effective coach for adult learners, including:
  - Establishing effective relationships with each Resident, including showing through words and actions the belief that the Resident can meet high expectations
  - Making explicit to Residents and the Mentor's philosophical approach and reasoning behind instructional decisions

- Using reflective conversation skills to engage Residents in collaborative problem solving
- Designing and implementing effective routines to support Residents' learning
- Promoting Residents' development of professional responsibility and creating opportunities for the Resident to engage with families and the broader school community

(initials): ___/___

Evaluation

- Mentors will be engaged in ongoing formative and informal evaluations of their Residents throughout the year, including a mid-year survey that involves an evaluation of their Resident.

(initials): ___/___

Administration

- Mentors will include Residents in all school retreats, meetings, events, team meetings, parent-teacher and student-led conferences.
- Mentors will serve as an ambassador of their Resident to colleagues and their principal to make sure that the Resident is included and supported by the school from day one.
- Mentors will complete two surveys on what is working and what is not about the Residency Program over the course of the year.
- Mentors will be video-taped and observed, with advanced notice, periodically throughout the school year in their work with their Resident.
- Mentors will make every reasonable effort to be present at school, limit absences, and model professionalism in terms of presence on the school site.

(initials): ___/___

ABC Teacher Residency Mentor Benefits

- Mentors will receive a $____ stipend over the course of the school year.
- Mentors will receive $_____ to spend on their own professional growth goals.
- Mentors will be trained as described above.
- Mentors will receive coaching from ABC director to support them as described above.
- Mentors will have a cohort of fellow Mentors with whom to think and discuss teaching, learning and mentoring, including once monthly mentor buddy meetings.
- Mentors will share the work of planning, grading and teaching with someone else.
- Mentors will have the satisfaction of bringing someone into one of the most extraordinary professions in the world and ensuring that they are the most successful teachers they can be.

(initials): ___/___

Assignment

Assignments are contingent upon a match at your school site and will change each school year. We will also evaluate your work as a Mentor to determine whether or not you are eligible to continue working with the Residency Program. This means that while we recognize you as eligible to work as a Mentor, there must be someone for you to mentor.

A Mentor may not assign or delegate any mentoring tasks to anyone for any part of his/her duties under this MOU without prior approval from the Residency Program Manager.
Assigned tasks and expectations are listed in the first portion of this MOU.

Payment

In consideration for the coaching services to be performed by the Residency Mentor:
ABC Public schools agrees to pay the Residency Mentor at the rate of $_____ per year.
(initials): ___/___

Terms of Payment

ABC schools shall pay the Residency Mentor. The Residency Mentor will receive the $_____ stipend in bi-weekly payments.

Term of MOU

This MOU will become effective when signed by both parties and will terminate on _____, unless terminated earlier as provided below.

Terminating the MOU
Either party may terminate this MOU without cause effective after sixty (60) days prior written notice. Either party may terminated this MOU with cause effective immediately.

Confidentiality

Residency Mentor will not disclose or use, either during or after the term of this MOU, any confidential information of the participating teacher and/or ABC without the participating teacher's prior written permission except to the extent necessary to perform services on participating teacher's behalf. Confidential information includes without limitation:

- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of ABC sites, or any family information associated with any pupil in attendance at any of our school sites.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any teacher, principal or staff member employed at any of ABC sites, or any family information associated with any teacher, principal or staff member of any of our school sites.

Implementing the Memorandum of Understanding

This Memorandum of Understanding expresses our agreement on and common understanding of the goals of the ABC Mentor as described by, but not limited to, the above items. This MOU will become effective when signed by all parties below, and will remain effective through the XYZ school year.

Commitment to Teaching Position & School

Once the Mentor has met a Resident and agreed to mentor him or her, the Mentor is also agreeing to stay in the same teaching position for that school year. It is imperative that the Mentor stay at the same school and in the same position because the Resident is anticipating this consistency. If a Mentor were to leave a school or position, the Resident may end up without a placement. Please

---

initial (_____/_____) that as a Mentor you understand the importance of this commitment.

Signatures

Residency Mentor _____
print

Residency Mentor_____ Date _____
signature

Program Director
_____
print

Program Director _____ Date _____
signature

Exhibit D

Partner Expectations

The following represent Alder GSE's programmatic expectations of all Partners:

- Partner serves a population of students from traditionally underserved communities.
- Partner is willing to engage in conversations about what makes a great teacher and to collect and provide data on metrics such as retention, effectiveness and demographics.
- Partner's board, union, parents and leaders are supportive of the partnership.
- Partner engages in collaborative conversations to establish a shared understanding of effective teaching.
- Partner commits to appointing one full FTE who meets the criteria for Director role (cost to be shared by Partner and Alder GSE after the Planning Year and once students are paying tuition as specified in Exhibit A) and Partner commits to supporting Mentors with stipends.
- Partner supports the professional development of the Partner Director.
- Partner recognizes that Residents are students and will seek to invest in the development of the Residents as lifelong educators.
- Partner is ready, willing and able to organize meetings with the appropriate range of interested parties; to ensure open lines of communication throughout the partnership; and to support the cadre of individuals committing to this work.
- Partner is ready, willing and able to release Mentors once/month and during take over weeks.
- Partner is ready, willing and able to participate in recruiting and selection as set out in this agreement.
- Partner expects its Residents to be committed to the Program and not have more than 10 absences in the classroom for any reason; In the event a Resident has ten or more absences, Partner and Alder GSE shall work together to address the issue with the Resident.
- Partner demonstrates commitment to collaborative evidence-based practices and continuous program improvement.
- Partner has partnerships with appropriate other educational, social, and community entities that support teaching and learning.
- Partner places students with disabilities in the Least Restrictive Environment (LRE).
- Partner will ensure education specialist candidates have opportunity to interact with different age groups in both general and special education settings reflecting the continuum of placement options in a way that meets the requirement of their academic program.
- Partner places students, where applicable in an environment that will provide support for dual language learners with disabilities.
- Partner provides robust programs and support for English learners.
- Partner reflects to the extent possible socioeconomic and cultural diversity.
- Partner permits video capture for candidate reflection and TPA completion.
- Partner ensures that school sites hosting Residents have a fully qualified site administrator.
- Partner is committed to equal employment opportunity and non-discrimination in employment, and all other programs and services, on the basis of any status protected by applicable federal, state and local laws, including race, sex, national origin, religion, age, disability, gender identity and sexual orientation.
- Partner has established procedures for promptly investigating and remedying harassment based upon protected characteristics.

- The Partner's policies and procedures for sexual assault and sexual harassment meet or exceed the requirements of Title IX.
- Partner is committed to diversity and inclusion in its programs and services.

Alder GSE has the following additional organizational expectations for Partners –both public districts and public charter management organizations:

- Partner actively engages and elevates teacher voices.
- Partner ensures that selection of K-12 students is transparent.
- Partner abides by fair and transparent teacher qualification requirements, student enrollment and exit policies.
- Partner advocates for equitable funding across all local public charter and local public district schools.
- Partner encourages transparency of funding sources.
- Partners contributes to a network of schools established by the publicly elected board that grants charters and oversees the public schools so that the public-school network serves all students and all families.
- Partner promotes accountability to the publicly elected board and to the commitments made to the students and families.
- Partner understands the important role that organized labor and unions have played in our country's history.

Exhibit E

Resident Application Criteria

To be eligible to apply to the Teacher Residency at Alder GSE, applicants must:

- Complete a bachelor's degree from an accredited domestic institution
- Have maintained a GPA of 3.0 or higher on the last 60 units of 90 units earned[1]
- Be eligible to work in the U.S. for purposes of teacher credentialing

To be selected for the Teacher Residency at Alder GSE, an applicant must demonstrate the Alder GSE Competencies listed below.

1. **Academic Achievement & Performance:** Demonstrates a commitment to excellence and exhibits a history of excellence in education.
2. **Communication Skills:** Demonstrates the capacity to communicate and write clearly.
3. **Commitment to Career in Teaching in Underserved Schools:** Believes that learning to teach is a lifelong endeavor worth of the pursuit. Embodies our commitment that every student has access to great teachers and equitable education.
4. **Commitment to Inclusive Community:** Believes in the tenets of equity and inclusion. Can work with others across communities, beliefs and backgrounds. Empathetically understands the needs and desires of the students and families we serve.
5. **Purposefulness & Resiliency:** Understands, embraces and consistently takes deliberate action to achieve Alder's vision and mission (see below). This includes long term goal setting, backwards mapping from the goal(s) and taking steps along the path toward the goal(s). Remain committed and actively engaged even when faced with difficult challenges.
6. **Collaboration:** Develops strong relationships with colleagues, works from a "one for all, all for one" premise in order to accomplish more together than is possible alone.
7. **Growth Mindset:** Demonstrates the discipline to continually improve. This includes the habit of reflection and analysis of what worked and what did not work and what the best next steps are.

Alder GSE will keep Partner informed of any changes in criteria and nomination systems.

[1] Individuals with a GPA below 3.0 may apply, but must follow the Alder GSE process for application appeals.

Exhibit F

Sample Partner Director of Teacher Residency Job Description

GENERAL SUMMARY

The mission of the Alder Graduate School of Education is to create opportunity and cultivate success for every student by recruiting and educating excellent teachers and leaders who reflect our schools' communities. At Alder GSE we invest in and develop great teachers. Partner directors collaborate in building Alder GSE's educational program with TK-12 school partners, and in ensuring the realization of our vision: outstanding teachers and leaders change students' lives and make the world a better and more just place.

The Partner Director of Teacher Residency is responsible for the oversight and execution of the Teacher Residency Program for their region. The Residency will include seminar instruction as well as individual coaching to support and create an excellent pipeline of teachers.

ESSENTIAL DUTIES & RESPONSIBILITIES

- Design and facilitate group instruction for all Residents in their region each week based on best practices in adult learning and teacher education, working very closely with the other Alder Directors to align trainings to meet the needs of the Residents in the region.
- Engage in collaborative, cross-regional work
- Lead site visits that foster resident and mentor growth
- Supervise, manage, and support Residents through the Residency year
- Design and facilitate group instruction for all Mentors each month and provide on-going coaching and support
- Work with the Lead Mentor, Program Supervisors, and departments in the Region to successfully support Residents and Mentors
- Promote the growth of the Alder Graduate School of Education
- Support and collaborate with principals who work with Residents
- Collaborate with the Alder team to recruit, select, and match an excellent Resident/Mentor cohort each year
- Travel as necessary to school sites
- Co-plan and run summer Mentor-Resident Orientation and other training activities for Mentors and Residents
- Participate in weekly Residency team meetings, Leadership Retreats, all Resident selection and assessment and other events as part of the Leadership Team (e.g., Director's Meetings)
- Demonstrate knowledge of, and support, regional mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Perform other related duties as required and assigned

QUALIFICATIONS

1) Required knowledge, skills & abilities:

- Experienced in supporting highly effective and new teachers
- Deep knowledge in curriculum, instruction and adult learning
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to handle multiple projects concurrently; ability to work independently
- Ability to handle confidential and sensitive issues with diplomacy and even-handedness and ability to work effectively with teammates of all levels

- Proven leadership skills with exceptional ability to bridge and enhance cooperative working relationships
- Ability to work in ambiguous, complex, and rapidly changing environments
- Excellent communication skills and demonstrated experience collaborating with diverse stakeholders
- Enthusiasm for the role and required tasks
- Belief that education transforms lives and that every student deserves the opportunity to go to college
- Passion for graduate schools of education and their communities
- Enthusiasm for Alder GSE's mission and vision, as well as that of partner organization

2) Minimum educational level:

- Doctoral level degree preferred. Master's level degree in relevant field also accepted

3) Experience required:

- 5 or more years of experience and success in related roles

COMPENSATION

varies by partner

Exhibit G

Alder GSE Faculty Development Policy for Partner Directors

FACULTY DEVELOPMENT OPPORTUNITIES

Our WHY: Alder GSE's mission (and hedgehog) is excellent teachers. We invest and support the development of everyone on the team to think and iterate and continue to grow and learn more each year about how to come closer and closer to realizing our mission and ensuring that every K-12 teacher is excellent. Our policy around teacher educator/faculty support below is an effort to do this well for Partner Directors.

Partner Directors are classified as Clinical Faculty in Alder and are encouraged to attend faculty development experiences each year.

Root Partner[2] Directors are encouraged to attend two Alder retreats, two Alder faculty meetings, and at least one other event. Among the faculty development experiences Alder recommends are events facilitated by:

- American Association of Colleges of Teacher Education (AACTE)
- National Center for Teacher Residencies (NCTR)
- National Equity Project (NEP)
- Learning to Teach/Teacher Prep Portfolio (or other Schusterman Foundation events)
- UnboundEd
- Teaching Works

Directors should work with the Alder Dean/Associate Dean and their Supervisor in their program to identify faculty development experiences best aligned with professional and program goals.

Branch Partner Directors[3] are encouraged to attend one local Alder retreat and two Alder faculty meetings.

COVID-19 UPDATE: In light of the pandemic, all in-person faculty development is on hold until further notice:
Alder retreats will be virtual at least through December 2020
Alder will look for other virtual development opportunities

EXPENSE REIMBURSEMENT

Alder will contribute up to $2,000/year toward expenses related to this faculty development. (Should the position be shared by more than one person throughout the year, the $2,000 will be shared between them. During the Planning Year, Alder will prorate its contribution based on the number of months the Partner Director is employed in the position.) The K12 partner (or partners in a combined cohort) will be expected to contribute up to a total of $2,000/year toward development opportunities other than Alder retreats, and Alder will cover the Partner Director's expenses related to attendance at the two Alder retreats. Allowable expenses include:

[2] Root Partner is defined as the organization who employs the Partner Director for a cohort; the Root Partner Director is the primary person responsible for a given cohort and is designated in the MOU.

[3] A Branch Partner Director may exist for some combined cohorts and will be designated in the MOU. That person may support the Root Partner Director with observations or related work.

- Airfare or mileage
- Parking and tolls
- Lyft, Uber or taxis
- Rental cars
- Lodging (shared room when possible)
- Meals
- Registration fees
- Other expenses as appropriate and approved by Alder Dean and Partner Supervisor

Note that faculty development funds are not intended for expenses unrelated to faculty professional development (ie seminar supplies or lunches, which are covered by Partner etc).

Exhibit H

Resident Accommodation Procedures

As described in Alder's GSE Disabilities and Accommodations Procedures, we are committed to complying with the ADA and Section 504 in connection with all of our programs and services, including residency. This include ensuring that reasonable accommodations are provided for qualified students with disabilities.

Teacher Residency is or may be considered a "program or service" of both Alder and its Partner, where each have obligations under ADA II, Section 504 and potentially other laws that prohibit discrimination on the basis of disability, including the affirmative requirement to provide reasonable accommodations. These procedures set out how Alder and its Partners will handle such requests.

We recognize that Alder and the Partner must be in agreement on any accommodations that will occur at the School site. The K-12 partner (using its own procedures, which will typically include the site-administrator and its human resources department), must decide whether to agree to accommodations and how those will be monitored. Alder and the Partner will also need to determine who will bear the cost of any necessary accommodations.

Initial Intake

Alder asks all students requesting accommodations whether they will need accommodations at their site-placement. Sometimes students will not know they have a need until they are at the site, or a need for accommodations may develop during the Residency. If a Resident with a disability makes a request directly to the Partner, that request shall be forwarded to the Alder GSE Office of Student Services.

That Office will make an initial determination of whether the Resident has a disability, and whether the Resident's documentation supports the supports the need for an accommodation during the site placement. If the Resident is not already approved for academic accommodations, the Office of Student Services will follow its usual procedures. The Office of Student Services will also make an preliminary determination of whether the requested accommodation is reasonable (e.g. burden) and would not waive essential requirements or result in a fundamental alteration of the Residency program.

Interactive Process

After the initial intake and assessment, the Office of Student Services will coordinate with the Partner director, share relevant documentation, and discuss with the Partner whether the requested accommodation can be provided, alternatives, cost, burden and other considerations. Alder and the Partner will then engage the Resident in the interactive process.

Under Alder's Accommodation Procedures each Resident must authorize Alder to share information with Partners. This information is confidential, and should only be shared with need-to-know individuals at the site-placement.

Under federal law a decision to reject a request for accommodations based upon undue burden or fundamental alteration of program requirements is typically vested with the head of the entity or its designee. The President of Alder GSE has delegated this authority to [insert title]. The K-12 Partner's School District will have a designate office or level for such decisions.

Resident Support Plan and Agreement

Once the K-12 Partner, Alder and the student reach an understanding on site-placement accommodations, this will be memorialized in and official agreement letter indicating what accommodations will be provided and any requested

accommodations that were denied. The Director of Student Services and the Partner director must both approve this letter. The second page of this document contains a partner site-placement accommodations agreement letter template. Once the letter is signed by the partner director and resident, it should be sent to the Office of Student Services to be added to the student's file and tracked appropriately.

Under Alder GSE Accommodation Procedures, all accommodations are memorialized in a Support Plan that is monitored by the Director of Student Services. Residents who are receiving accommodations for the Academic Program will have this additional support added to their current Support Plan. For residents who are only requiring site-placement accommodations, a Support Plan will be created.

Resident Accommodations Agreement

Template- Please only use this a reference and add the content to your partner letterhead

[*Note: This Agreement is used to memorialize accommodations that have been agreed to by all parties. If all requests have been denied, a different letter should be used stating the reason, the level at which the decision was made, and any appeal rights*.]

Partner Letterhead

Dear **Student Name**,

The mission and purpose of the **Partner Teacher Residency** at Alder GSE is to develop and support excellent teachers. Therefore, we are keenly committed to ensuring all our students are able to thrive and succeed in their school-placement. On **Date**, Alder GSE provided us with its determination that you were a qualified individual with disabilities who had requested an accommodation during the Residency.

In consultation with the Alder GSE, the Resident, site-administrator, and mentor, the following are the accommodations approved:. **Description of the modifications or accommodations.** These accommodation will begin on **State Date** and will continue [throughout the residency year unless otherwise requested by the student or medical provider] [until Date when they will be reviewed].

Our hope is that these accommodations will allow you to meet the learning outcomes and expectations of the site-placement. These accommodations should not alter the current education program or fieldwork placement. During takeover weeks or other times where the accommodations might alter the academic program or fieldwork, the partner director will consult in advance with the resident to develop alternative plans, if needed.

To mutually support these accommodations, the following are the responsibilities of the Resident and Partner Director:

Resident's Responsibilities:

- Communicate extension requests or specific accommodation with advance notice to ensure implementation of accommodation
- Notify partner director if medical condition changes (if accommodations are based on temporary condition)

- Notify partner director if additional support is needed

Director's Responsibilities:

- Monitor accommodation in the resident's Support Plan, with support from the Office of Student Services at Alder GSE.
- Inform appropriate individuals regarding the resident's accommodations and ensure they are established.
- Provide intervention if performance is being affected; inform the Office of Student Services and Academic team in case additional support is needed.

These accommodations have been approved based on the documentation provided by the resident. Requests to amend or modify these accommodations may need to be supported by additional documentation.

Resident Signature: _____ Date: _____

Director Signature: _____ Date: _____

Office of Student Services Signature: ___ _____ Date: _____

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Alyssa Low, Director of Fiscal Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	December 17, 2020
SUBJECT:	Approval and Adoption of the Annual Accounting of Development Fees and Five-Year Developer Fee Report

Background:

Pursuant to Government Code Section 66006(b) the District is required to prepare an annual report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year. Pursuant to Government Code Sections 66001(d) the District is required to prepare a five-year report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year.

The reports must be reviewed by the Board of Education at a regularly scheduled public meeting.

Discussion/Issues:

The District's Annual Developer Fee Report and five-year report for fiscal year 2019-2020 was made available for public review at least 15 days prior to the public meeting, as required by law.

Fiscal Impact:

None.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends the Board of Education approve and adopt the Annual Accounting of Development Fees and Five-Year Developer Fee Report, as presented.

BURBANK UNIFIED SCHOOL DISTRICT'S ANNUAL DEVELOPER FEE AND FIVE-YEAR REPORT FOR THE 2019-2020 FISCAL YEAR

It is a requirement of Government Code Sections 66006 and 66001 that school districts provide certain financial information to the public each year. The report must be made available for public review 180 days after the close of the previous fiscal year. In addition, the governing board must review the information at its next regularly scheduled board meeting held no earlier than 15 days after the information becomes available to the public. Notice of the time and place of this meeting must be mailed at least 15 days prior to the meeting to anyone who has requested such notice. Developer fees are intended to be used for the construction and reconstruction (modernization) of school facilities to accommodate students from new development. Developer fees are not intended for general revenue purposes.

I. THE DISTRICT PROVIDES THE FOLLOWING INFORMATION IN COMPLIANCE WITH GOVERNMENT CODE SECTION 66006 FOR THE 2019-20 FISCAL YEAR

A. THE FEES REPORTED ARE LEVEL I AND LEVEL II FEES

B. AMOUNT OF DEVELOPER FEES

The fee amounts reported were authorized by the District's Board of Education. The fees partially mitigate the impact caused by new residential and commercial construction and do not adequately fund the District's school facility needs.

Amount of Fees Collected	Amount of Interest Earned
$1,550,277.12	$14,562.42

C. BEGINNING AND ENDING BALANCE OF ACCOUNT

	Fees
Beginning Balance (7/1/19)	$154,012.69
Ending Balance (6/30/20)	$1,658,182.97

BURBANK UNIFIED SCHOOL DISTRICT
ITEMIZED FEE EXPENDITURES
2019-2020

D. FEES WERE EXPENDED FOR THE FOLLOWING PROJECTS IN FISCAL YEAR 2019-2020

Project Description	Percentage Funded with Fees	Amount
CLASSROOM GROWTH	100%	$22,160
DEVELOPER FEE JUSTIFICATION STUDY	100%	$7,997
FLOORING AND MODULAR	100%	$30,512
RETURN FEES FOR CANCELLATION / DEMO CREDIT	100%	$6,780
TOTAL		$82,012

E. THE DISTRICT HAS TRANSFERRED OR MADE LOANS FROM THE ACCOUNT AS NOTED

Description of Interfund Transfer or Loan	Funds to Which Reportable Fees Are Loaned	Amount	Date Loan Repaid	Rate of Interest
Interfund borrowing for General Fund Purposes	General Fund	$1,037,000	12/14/2020	0%

Project	Estimated/Actual Commencement Date
Disney Elementary – Elite Modular	Date TBD. Estimated cost - $16,400

II. PROJECTS PROPOSED IN THE NEXT FIVE YEARS FOR WHICH FEES WILL BE EXPENDED

A. The purpose of the developer fees imposed and collected on new residential, commercial and industrial development within the District is to fund school facilities required to serve the additional grade K-12 students generated by such new development within the District. The fees will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities to add new classrooms and technology, refurbishing existing facilities, as well as acquiring and installing additional portable classrooms.

B. RELATIONSHIP BETWEEN FEES COLLECTED AND PURPOSE FOR WHICH THEY ARE COLLECTED

There is a reasonable relationship between fees charged and the need for construction and reconstruction (modernization) of school facilities. Additional students will be generated from new development within the District and the District does not have existing capacity in its schools to accommodate these new students. The fees charged on new development will be used to fund school facilities necessary to serve the students generated from new development. The fees do not exceed the costs of providing school facilities for new students.

Given the correlation between overall economic activity and developer fee collections, The District anticipates planning and funding for future projects will be available only upon improvement in general economic conditions and will commencement projects at a future date.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Gabriella Platten, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Approval of School Sites' 2020-2021 School Plans for Student Achievement

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Background:
To meet the requirements of legislation (EC 64001a, EC 64001h) and of specially funded State and federal programs, all California public schools receiving federal or State categorical funds are required to annually prepare a School Plan for Student Achievement (SPSA). These documents are intended to be comprehensive and designed "to ensure that all of the resources available to a school in the Consolidated Application are coordinated and focused on providing a high-quality education program in which students of all ranges of ability and background can learn and succeed." The School Plans should provide a clear and detailed accounting of how individual schools allocate their financial and staffing resources, involve community stakeholders in school governance, and continuously plan to improve student achievement and the overall education experiences for children. School plan budgets need to be aligned to the Consolidated Application.

District-wide Goals for 2019-2020:
1. Improve student learning and achievement for targeted subgroups of students.
2. Improve Learning and Achievement for All Students
3. Continue to Align All Instruction and learning to California State Standards
4. Expand Programs to Prepare Students for College, Post-secondary Education, Training, and/or the Workplace from Preschool through Adult Education
5. Develop and Implement a Comprehensive Professional Development Plan for All Employees
6. Provide All Students with Access to Technology in the Classroom

Discussion and Issues:
As in years past, all District schools have prepared their individual SPSAs based on the Every Student Succeeds Act (ESSA), formerly No Child Left Behind (NCLB), and Performance Goals as delineated in the Burbank Unified School District's Local Control Accountability Plan (LCAP). In 2020-2021, a comprehensive template was provided and utilized for the SPSAs. It includes a data template provided by Document Tracking Services (www.doc.tracking.com), a company that enables site and District administrators to merge student academic and demographic information from multiple sources (such as Aeries, Data Quest, and the California Department of Education), and upload required content into a web-based report. The current plan format is lengthy, as it requires the final documents to be anywhere from 20 to 50 pages per school site. For that reason, the Plans are not attached to this Board Report. However, they are available for your review in the Instructional Services Department. Upon Board approval, each SPSA will be posted on the District's website, and will be easily accessible from each school's home page. Each school is required to post a minimum of three primary site goals.

A brief summary of the topics covered in each site plan follows:

- A statement of the school's purpose and description
- A school profile including demographic information highlighting student ethnicity, and enrollment trends
- A comprehensive needs assessment based on data analysis
- An analysis of the current instructional program including the followinginformation:
    - Use of State and local assessments to modify instruction
    - Use of data to monitor student progress
    - Staff development activities
    - Alignment of staff development to State content standards and assessments
    - Transitions provided from preschool to kindergarten for elementary students
    - Strategies used to increase parental engagement
    - Specific requirements for Title 1 schools
- A description of barriers to student learning and school plans to address these barriers
- New student achievement goals for this school year (2020-2021), which include the following components:
    - Data used to form each goal
    - Description of stakeholders involved in analyzing the data and developing each goal
    - Summary of what the analysis of the data revealed that led to formation of each goal
    - Identification of a focus area that will result in expected student growth
    - Processes to be used to monitor and evaluate the data related to each goal, including what data will be collected to measure achievement
    - Start and completion dates for each strategy in support of the goal
    - Funding sources for each strategy in support of the goal
    - Description of actions to improve achievement that will assist the school to exit program improvement status for CSI schools

The goals identified in the SPSA for all BUSD schools have been thoughtfully identified and carefully developed to improve student performance. Because of the clearly delineated and quantifiable evaluation measures, all BUSD school sites should be able to determine:
(1) the goals that have been met and (2) whether or not the current goals need to continue the following school year.

Fiscal Impact:
State legislation requires that all schools that receive funding for specified State and federal funds have Board of Education approval of each site's School Plan for Student Achievement in order to qualify for and use these allocations. Without Board approval, the State and federal funding provided through the Consolidated Application cannot be allocated to the District or to school sites.

Recommendation:
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the school sites' 2020-2021 School Plans for Student Achievement, as presented.

Note: Due to the size of each document, the School Plans for Student Achievement will not be duplicated for distribution, however, copies of all site plans are available for review in the Instructional Services Division or by contacting Peter Knapik at 818.729.4482

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Assistant II
DATE:	December 17, 2020
SUBJECT:	Ratification of Memorandum of Understanding Between Burbank Unified School District and the California Partnership for Achieving Student Success (Cal-Pass Plus)

Background:
The Burbank Unified School District has participated in the K12 Strong Workforce Grant program for the last two school years. It is currently in the process of applying for the third year. A requirement for participation and continued eligibility is a Memorandum of Understanding with the Cal-Pass Plus program. This is data collection operated by the California Community Colleges Chancellor's Office. The goal of the data collection is to collect, analyze and improve student outcomes by tracking performance in college and the workplace. Cal-Pass Plus members adhere to all state and federal regulations regarding the protection of student data.

District-Wide Goals for 2020-2021:
5. Expand programs to prepare students for college, post-secondary education, training, and/or the workplace from preschool through adult education.
5.7 Increase the number of dual enrollment classes with our community college partners.

Discussion/Issues:
In order to continue the partnership with the community colleges for dual enrollment and the K12 Strong Workforce Grant program, it is required to participate in the Cal-Pass Plus data collection program.

Fiscal Impact:
No fiscal impact. There is no cost associated with participation in the Cal-Pass Plus program.

Recommendation:
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends the Board of Education ratify the Memorandum of Understanding between Burbank Unified School District and the California Partnership for Achieving Student Success (Cal-Pass Plus), effective October 28, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Cal-PASSPlus
www.calpassplus.org

CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

MEMBER INSTITUTION MEMORANDUM OF UNDERSTANDING

In signing this Memorandum of Understanding ("**MOU**"), [Institution Name] Burbank Unified School District ("**Institution**") agrees become a member institution of the California Partnership for Achieving Student Success ("**Cal-Pass Plus**") and to be bound by all terms and conditions of this MOU.

RECITAL

A. Cal-PASS Plus is a program conducted by Education Results Partnership, Inc., a California nonprofit public benefit corporation ("**ERP**") together with San Joaquin Delta College ("**SJDC**") and the California Community Colleges Chancellor's Office ("**CCCCO**"). Cal-PASS Plus collects, analyzes, and shares student data with educational institutions who have agreed to become part of Cal-PASS Plus by entering into a memorandum of understanding ("**Cal-PASS Plus Members**"). Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12th grade, and through college and the workplace. Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members. Data sharing also assist educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. To that end, Cal-PASS Plus will coordinate the process of Cal-PASS Plus Members sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer of data between Cal-PASS Plus Members in a manner consistent with FERPA, other applicable federal and California state laws and regulations, local regulations, and best practices and guidelines.

B. Cal-PASS Plus is designed to improve transitions and success across educational segments. Cal-PASS Plus Members may use data provided by Cal-PASS Plus to develop, implement, and assess interventions to improve instruction, and also to identify higher performing institutions and programs to support collaboration and peer-to-peer sharing of best practices. Institution-based, multi-segmental work groups (also known as Regional Learning Councils, or RLC's) are the preferred venues for Cal-PASS Plus participation.

C. In entering into this MOU, Institution accepts and agrees to abide by all MOU terms and conditions, elects to become a Cal-PASS Plus Member, and to actively engage in data sharing with Cal-PASS Plus and the other Cal-PASS Plus Members.

THEREFORE, the Institution agrees to the following terms of this MOU:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings as specified below:

"**Cal-PASS Plus Parties**" shall have the meaning assigned to such term in Article 2.

"**Cal-PASS Plus**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**Cal-PASS Plus Data**" means the data elements that are defined in the Data Element Dictionary as may be amended by Cal-PASS Plus from time to and which data elements have been provided to Cal-PASS Plus.

"**Cal-PASS Plus Members**" shall have the meaning assigned to such term in Recital A.

"**CCCCO**" shall have the meaning assigned to such term in Recital A.

"**ERP**" shall have the meaning assigned to such term in Recital A.

"**FERPA**" shall mean the Family Education Rights and Privacy Act of 1974.

"**Institution**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**MOU**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**MOU Addenda**" shall have the meaning assigned to such term in Section 2.

"**Partner Organizations**" shall mean ERP, SJDC and CCCCO.

"**SJDC**" shall have the meaning assigned to such term in Recital A.

"**Termination Event**" shall mean (a) a material breach of this MOU by Institution; (b) any act by Institution exposing the Cal-PASS Plus, any Partner Organization or any other Cal-PASS Plus Party to liability for personal injury or property damage; or (c) Institution confirms its insolvency or is adjudged a bankrupt, or assumes negative fiscal status; Institution makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Institution's insolvency.

ARTICLE 2. PURPOSE OF CAL-PASS PLUS AND MOU

It is the role of Cal-PASS Plus to create the mechanisms and procedures by which CAL-PASS Plus Members, ERP, SJDCC and CCCCO (collectively, "**Cal-PASS Plus**") share, store, compare, analyse and disseminate academic performance data and research obtained through the analysis of such data, concerning students who have attended or who are attending Cal-PASS Plus Member institutions by facilitating the transfer of data between Cal-PASS Plus Parties in a manner

consistent with all federal, state and local laws and regulations including, without limitation, FERPA, and best practices and guidelines within this industry.

The purpose of this MOU is to provide the terms and conditions by which Cal-PASS Plus Parties agree to share and use such data. The Cal-PASS Plus Parties may enter into one or more addenda or amendment outlining additional terms, conditions, roles or obligations with respect to the operation of Cal-PASS Plus ("**MOU Addenda**"). Each MOU Addenda shall be binding on the Cal-PASS Plus Member upon its execution of the MOU Addenda and shall, upon such execution, form a part of this Agreement and its terms shall be fully incorporated herein as though fully set forth in this Agreement.

Institution acknowledges that performance of its obligations under this MOU may require frequent and timely exchanges of information between one or more of the Cal-PASS Plus Parties. Cal-PASS Plus' ability to execute the Cal-PASS Plus program is conditioned upon timely receipt of necessary information from Institution, provided that Cal-PASS Plus provides Institution with reasonable advance notice of the need for such information and the date by which such information is required.

ARTICLE 3. DATA SHARING

Institution shall provide to Cal-PASS Plus the Cal-PASS Plus Data as required of Institution by the Cal-PASS Plus administrator. Said Cal-PASS Plus Data shall be provided in the manner and form as specified by the administrators of Cal-PASS Plus. Cal-PASS Plus Data shall be used by Cal-PASS Plus Parties consistent with the terms and conditions of this MOU.

Occasionally, requests may be made from researchers or research institutions for data aggregated in a particular manner. Cal-PASS Plus may, from time to time at its discretion, provide aggregated and anonymous data based on the data received from Cal-PASS Plus Parties to researchers or research institutions for analysis and research concerning the improvement of academic instruction and student outcomes. Cal-PASS Plus agrees to share the data in a manner consistent with the FERPA guidelines, ensuring the confidentiality of records.

Institution understands that, in order to conduct the Cal-PASS Plus Program, it may be necessary for Cal-PASS Plus and/or its Partner Organizations to share Cal-PASS Plus Data with such third parties as it deems necessary or appropriate to conduct Cal-PASS Plus provided, however, that the third party has agreed in writing to maintain the confidentiality obligations, including compliance with FERPA, as each of the Cal-PASS Plus Parties are required to do under this MOU.

In addition, Cal-PASS Plus shall have the ability to display summary-level reports of Cal-PASS Plus Data on the publicly accessible Cal-PASS website.

A. Confidentiality and Security of Data

All Cal-PASS Plus Parties shall maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and Cal-PASS Plus. In accepting, maintaining and sharing Cal-PASS Plus Data, all Cal-PASS Plus Parties shall comply with all federal, state and local laws and regulations including, without limitation, FERPA. The requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, each Cal-PASS Plus Party shall establish a system of safeguards that will, in all respects, comply with all federal, state and local laws and regulations including, without limitation, FERPA and other privacy protection laws and regulations. Specifically:

1. Institution, to the extent it is an education institution collecting educational records of its students, understands that it may not disclose educational records without written consent from the parent or eligible student, except to the following parties under the following conditions: school officials with legitimate educational interest; other schools to which a student is transferring; specified officials for audit or evaluation purposes; appropriate parties in connection with financial aid to a student; organizations conducting research or studies for or on behalf of the school; accrediting organizations; to comply with a judicial order or lawfully issued subpoena; appropriate officials in cases of health and safety emergencies; and state and local authorities, within a juvenile justice system, pursuant to specific State law.

2. For the purposes of this MOU, Institution acknowledges and agrees that Cal-PASS Plus is considered an organization conducting research and other services on behalf of Institution.

3. Institution will not use Cal-PASS Plus Data received through Cal-PASS Plus for any purpose other than that specifically allowed under the terms of this MOU.

4. This MOU does not allow Institution (or its subcontractors) to disclose Cal-PASS Plus Data to any other third parties except as set forth under this MOU or in limited circumstances permitted under FERPA.

5. To ensure the continued confidentiality and security of the Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.

6. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems that ensure all Cal-PASS Plus Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data.

7. All staff of Institution involved in the handling, transmittal, and/or processing of Cal-PASS Plus Data provided under this MOU will be required to execute a confidentiality

agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

8. To ensure the continued confidentiality and security of Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems shall require the use of appropriate safeguards, including secure passwords to access databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU.

9. Institution will establish, implement, and maintain internal procedures, systems, and safeguards: to maintain the integrity of their systems and secure databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU, and to maintain the Cal-PASS Plus Data in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

10. Institution shall ensure that any and all disclosures of Cal-PASS Plus Data comply with all provisions of FERPA and other applicable federal and California state laws and regulations relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act.

11. Institution shall immediately notify Cal-PASS Plus in the event the security, confidentiality, or integrity of the Cal-PASS Plus Data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery.

12. Exchange of data between Cal-PASS Plus Parties and/or third party contractors is subject to the requirements outlined in this MOU. Cal-PASS Plus Parties may subcontract to assist in performing the Roles and Responsibilities hereunder.

B. Method of Transfer

Cal-PASS Plus will employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access during transfer. Typical secure methods of transfer include Secure File Transfer Protocol (SFTP), Secure HTTPS transfer or via encrypted physical media. Any other transfer methods employed and the procedures utilized by Institution to protect the data provided under this agreement are the responsibility of the Institution but are subject to review and approval by the administrators of Cal-PASS Plus.

C. Disposition of Data

Any Cal-PASS Plus Data received pursuant to this Agreement shall be one way encrypted, stripped of personally identifiable information and the primary source data will be archived securely, detached from all Internet connected devices, and only accessible to the administrators of Cal-PASS Plus authorized staff.

ARTICLE 4. INDEMNIFICATION

Institution shall defend, indemnify, and hold harmless each of the other Cal-PASS Plus Parties and their affiliates, respective officers, directors, shareholders, members, employees, agents, attorneys, representatives and their respective successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided willfully or negligently by Institution to another Cal-PASS Plus Party; (b) Institutions' noncompliance with any federal, state or local law, statute, rule, or regulation; (c) Institution's breach of any term or condition of this MOU; or (d) the negligent or intentional acts or omissions of Institution.

ARTICLE 5. ENTIRE AGREEMENT

This MOU states the entire agreement between the Cal-PASS Plus Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

Institution represents and warrants that:

1) The person signing this MOU on behalf of Institution represents and warrants that he or she has authority to sign on behalf and to bind such party.
2) Institution represents that it has the right and power to authorize participation in Cal-PASS Plus and to undertake its obligations as set forth in this Agreement.
3) The execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions.
4) In performing its obligations under this MOU, Institution will comply with all applicable federal, state and local, laws, rules and regulations.
5) Institution shall not knowingly provide to Cal-PASS Plus, Cal-PASS Plus Data that is false or inaccurate.

ARTICLE 7. ASSIGNMENT

Institution may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of Cal-PASS Plus.

ARTICLE 8. SEVERABILITY

Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

ARTICLE 9. WAIVER

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

ARTICLE 10. MODIFICATION AND AMENDMENTS

Except for the Data Element Dictionary, this MOU may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of the Institution. The Data Element Dictionary may be amended by Cal-PASS Program from time to time by providing Institution with thirty (30) days prior written notice of any such amendment.

ARTICLE 11. TERM

This MOU shall be in effect with respect to Institution upon its execution of this MOU and will remain in effect until terminated in accordance with Article 12.

ARTICLE 12. TERMINATION

Institution, may terminate this MOU and, as a result, its participation in Cal-PASS Plus, by providing Cal-PASS Plus thirty (30) days' written notice. Notice shall be deemed given upon Cal-PASS Plus' actual receipt of the written notice. However, termination of Institution will have no force or effect on the rights and responsibilities as to the remaining Cal-PASS Plus Parties.

A Partner Organization will notify in writing Cal-PASS Plus in the event it decides to terminate its participation in Cal-PASS Plus. This MOU shall also immediately terminate in the event of the termination or cancellation of Cal-PASS Plus as a program.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Cal-PASS Plus at law or equity. Written notice by Cal-PASS Plus shall be deemed given when received by Institution.

ARTICLE 13. JOINDER OF OTHER CAL-PASS PLUS PARTIES

Cal-PASS Plus Parties agree that any school district, county office of education, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may

become a party to this MOU by executing a counterpart of this MOU in form substantially similar hereto.

ARTICLE 14. EXECUTION AND DELIVERY OF MOU

A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. In executing and returning a signed copy of this MOU, the "Authorized Officer" represents and warrants that he or she has all requisite power and authority to execute and deliver this MOU, all necessary approvals for the execution and delivery of this MOU on behalf of the Institution has been obtained.

Authorized Officer Signature: Sharon Cuseo
Sharon Cuseo (Oct 28, 2020 12:50 PDT)

Date: 10/28/20

Institution Name: Burbank Unified School District

Print Name: Sharon Cuseo

Title: Assistant Superintendent

Phone: (818)729-4455 **Email:** sharoncuseo@burbankusd.org

MOU Submission
This MOU may be signed and completed via Echosign by visiting this URL [https://www.calpassplus.org/CalPASS/Join/NewMou.aspx], by e-mail to [dmoynihan@edresults.org] or by US Mail addressed as follows:

Educational Results Partnership
Attn: Cal-PASS Plus
428 J Street, Suite 320
Sacramento, CA 95814

If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.

Designation of Contacts for Cal-PASS Plus

Name of Institution/District: Burbank Unified School District

Primary Contact: This person is responsible for coordinating the Cal-PASS Plus process at your institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. The primary contact will be notified when a new user from your institution has been given login credentials. If login credentials are to be revoked, it is the responsibility of the primary Contact to notify Cal-PASS Plus in writing. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Primary Contact role moves to another employee.

Name: Sharon Cuseo

Title: Assistant Superintendent

Phone Number: (818) 729-4455

Email Address: sharoncuseo@burbankusd.org

Data Submission Contact: This person is responsible for generating and submitting the data files. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Data Submission Contact role moves to another employee.

Name: Teri Smith

Title: Technology Student Information Systems Analyst

Phone Number: (818) 729-3409

Email Address: terismith@burbankusd.org

Cal-PASS Plus MOU Form

Final Audit Report 2020-10-28

Created:	2020-10-28
By:	Cal-PASS Plus Support (cppsupport@calpassplus.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkAjUXET_V2g6YsEIF0sbm1vmPswMy3N5

"Cal-PASS Plus MOU Form" History

Web Form created by Cal-PASS Plus Support (cppsupport@calpassplus.org)
2019-05-01 - 8:28:01 PM GMT

Web Form filled in by Sharon Cuseo (sharoncuseo@burbankusd.org)
2020-10-28 - 7:50:31 PM GMT- IP address: 209.129.86.50

Document emailed to Sharon Cuseo (sharoncuseo@burbankusd.org) for signature
2020-10-28 - 7:50:33 PM GMT

Email viewed by Sharon Cuseo (sharoncuseo@burbankusd.org)
2020-10-28 - 7:50:42 PM GMT- IP address: 209.129.86.50

E-signature verified by Sharon Cuseo (sharoncuseo@burbankusd.org)
2020-10-28 - 7:51:06 PM GMT- IP address: 209.129.86.50

Agreement completed.
2020-10-28 - 7:51:06 PM GMT

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:	December 17, 2020
SUBJECT:	Acceptance of Gifts

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

a. The Robert Louis Stevenson Elementary PTA wishes to donate to the District $100 to be used to purchase supplies for the Nurse's Office at Stevenson Elementary School.

b. WKS Pizza Corporation wishes to donate to the District $198.98 to be used as needed at Providencia Elementary School.

c. The Providencia Elementary PTA wishes to donate to the District $14,782.70 to be used to pay for expenses associated with the ETM-LA Music Program at Providencia Elementary School.

d. Gloria Northup wishes to donate to the District seven (7) wall-mounted file holders to be used as needed in the Business Office.

e. The Walt Disney Company Foundation wishes to donate to the District $100 to be used as needed at George Washington Elementary School.

f. Katherine Squires wishes to donate to the District one (1) Buffet Crampon Model Bb Clarinet for use as needed by the Music Department at Burbank High School.

g. WePay wishes to donate to the District $4,863.44 to be used to purchase materials and supplies at Joaquin Miller Elementary School.

h. The John Burroughs High School Student Body Trust Account wishes to donate to the District $6,000 to be used to purchase materials and supplies and to pay for instrument repair at John Burroughs High School.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

November 10, 2020

Virtual (Online) Meeting
Burbank, California

MEMBERS PRESENT:
Armond Aghakhanian
Steve Frintner
Charlene Tabet
Steve Ferguson
Roberta Reynolds

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

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m. by President Aghakhanian. Board Clerk Charlene Tabet, led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Anna LeMaster, teacher and English Department Co-Chair, was allowed to join the meeting via a Zoom format. She commented on novels in the English curriculum and shared concerns regarding process misinformation and transparency and asked that the District work on three key areas, policy, practice, and accountability because removing books from the curriculum was not the answer.

Paul NcNiff, teacher and department Co-Chair, was called to join the meeting via a Zoom format. He is a member of the DEI Committee who reviewed the novels in question and shared his concerns regarding the removal process. He felt that the original complaint should have been addressed by the specific school to avoid such actions. He urged the Board and staff to follow Board Policy, revise the Committee procedures, and before making a decision think about the message being sent to students, staff, and the community.

Dina Harney, teacher and ASB Advisor, was allowed to join the meeting via a Zoom format. She also commented regarding the novels and echoed the issues raised by her colleagues. She shared her concerns regarding the process and her feelings working in the Committee and the hardship of trying to follow a bias process. She asked that the decision be placed on hold until a replacement list is reviewed and a clear plan and directive on how to teach and address these problematic issues in the classroom with or without these books.

2.b Staff Responses

Superintendent Hill thanked the teachers for their comments and thanked them for teaching District students. He also thanked them for being a part of the Committee and provided an update regarding the book process. A complaint was received regarding the five books in question. He followed Board Policy; however, he decided to form a Committee to get as many perspectives and feedback as possible instead of making his own decision. He is aware of the emotional views shared by parents and staff, but it was important to allow different views. He will receive the Committee's report by November 13. He will then review the petitions and Board Policy. A decision will then be made within two-weeks. He greatly appreciated the comment and the suggestions.

2.c Board Members' Comments and Responses

Member Reynolds thanked the teachers for their thoughtful comments, for all the work in the Committee, and for dealing with this complicated issue.

President Aghakhanian also thanked all the teachers for their comments.

3. STUDY SESSION

3.a Discussion on Employee Equity Focus Groups

Matt Hill, Superintendent, facilitated a discussion with the Board of Education regarding employee equity focus groups.

Focus Group Report Burbank September 2020_111020 (OF 28, 468)

Superintendent Hill reported that BTA Executive Director Nathan Banditelli and BTA President Diana Abasta had entered into a partnership to address diversity, equity, and inclusion regarding the culture and structure of the District and to increase its capacity to be more diverse, equitable, and inclusive in its policies and practices. California Teachers Association (CTA) Consultant Gail Watts was introduced. She then reviewed the Focus Group Report with the Board and the major categories, which included Equity and Excellence, Culture and Relationships Among Employees, Social Justice, and Community. These perceptions will be explored individually and systemically. Diversity, Equity and Inclusion (DEI) are three prongs of a social justice lens. The report recommends that an employee and student committee is formed to create Diversity, Equity, and Inclusion definitions. This Committee would also need an outside analysis of the organizational structure. If the Committee then wishes to move towards anti-racism, the committee would need to utilize the racial transitional assessment tool. She also reviewed the DEI specific recommendations for each area and asked the Board for feedback.

3.b Board and Staff Comments

Vice President Frintner asked if the words phrases in the categories were the most commonly used. Ms. Watts noted that these were most of the word used as the goal was not to interpret the responses. The report recommends that an employee and student committee is formed to create Diversity, Equity, and Inclusion definitions. This committee would also need an outside analysis of the organizational structure. If the Committee then wishes to move towards anti-racism, the committee would need to utilize the racial transitional assessment tool.

Other recommendations were made in core areas in Diversity, Equity and Inclusion. The phrase Equity and Excellence needs to be redefined to include all aspects of the community and Focus Groups for parents and students to hear their perspectives and experiences and to look at the hiring practices.

Vice President Frintner said that he appreciated the report's overview. He felt that it was a good idea to include students in the discussion, as many passionate students would be able to do a great job. He noted that this is the reason why practices are being looked at and that the hiring process must be reviewed.

Member Ferguson noted that the information was well received and helpful. There were many complicated factors when trying to form such committees, but it is the best way to have a discussion. The feedback was welcomed so that the Board can monitor the situation.

Ms. Watts noted that similar challenges are taking place in other District's and that the concepts were not unique.

President Aghakhanian asked for clarification regarding the issues of treatment between the high schools. Ms. Watts explained that one school seems to have a large Armenian population and the way they are perceived differently.

Vice President Frintner felt that the LGBTQ Community statement was concerning since diversity and inclusion clubs are in place and felt that an effort has been made to make staff and students more welcoming and that the comment was not realistic. Member Ferguson agreed and noted that there's still more work to be done.

Diana Abasta noted that the clubs at the high school are helpful; however, the issue needs to trickle down, including starting at the elementary level.

Member Reynolds felt fortunate to be able to talk about these issues; however, it doesn't mean that other groups may not be as open to these conversations.

Clerk Tabet asked for an example regarding introverts and extroverts as leaders at the high schools. Ms. Watts explained that certain students who exhibit certain behaviors, such as well spoken and outgoing are those who will overachieve; thus, participating in thigs that other students may not have the opportunity to do.

President Aghakhanian asked about the recommendation for purposeful structures to include the Armenian and Black communities. Ms. Watts noted that normally students in marginalized groups tend to go through a lot of effort in deciding if this is something they want to pursue. Foundational concepts such as bias, privilege, power, de-colonization, socialization must be a huge part of establishing a DEI lens.

Vice President Frintner noted that there was a great amount of information in the report and asked about the next steps and how to move forward. Ms. Watts said that the recommendation to create an employee group that can internally begin to explore these concepts, build on the concepts and then consider a process to educate their peers which is workable for Burbank.

President Aghakhanian asked if the data was unique. Ms. Watts explained that Burbank was not unique and she has not found a district in California were significant changes have been made. Burbank does have a few advantages by working collaborately with the Board, staff, and the employee unions.

Clerk Tabet asked if the current DEI Committee included employees. Superintendent Hill noted that the Committee included employees, parents, students and reported that a recent meeting was held with union leaders to discuss the possibility of creating smaller groups and then share with a larger group. He likes the option to also include parent and student feedback along the way.

Ms. Watts reported that this report included a total of 34 employees and a few Board Members.

Member Ferguson thanked Gail Watts for her report. He asked that Superintendent Hill bring back the recommendations and how it is intended to work to be able to move forward.

President Aghakhanian asked what would be the one recommendation to move forward. Ms. Watt said that it would be to implement an employee group to begin to develop a lens and to consider a process to view their work and role, which is critical and then look at the organizational assessment tool and the Human Resources concepts, which will provide a road map. Different assessment models are available and will depend on what the Committee select.

Superintendent Hill thanked the BASA, CSEA, and BTA leadership for the collaboration on such important issue.

BASA President Oscar Macias noted that during the meeting Consultant Gail Watts had said that such conversations would create discomfort and that discomfort is the empathies for growth which is also discomfort. He felt that this was an important moment for the District. He was proud to be a part of this, to be included, and to represent school administrators.

Diana Abasta said that she was pressed for time and she wished to discuss a timeline, as she knew that staff were ready to take on the challenge. Superintendent Hill said that he would like to create the employee Committee, as it was the first recommendation. He would like to work with each of the union representatives to select a Committee of 10-15 people to begin the work and agreed that the work should begin sooner than later.

Clerk Tabet felt that this is going to be a long-term project, as it calls for changing people's behaviors and cultures and it cannot be rushed through. She would like to see how the Task Force is coming along to not overlap the work. Change is hard and she does not want to rush it.

Member Ferguson felt that a road map is important. We need to get moving, but want to make sure that finding time to do the training, better in person and how to facilitate in a remote environment. He asked that staff go through it now and decide if it feasible during the year and/or to better plan.

President Aghakhanian noted that currently Committees such as the Task Force, JET, and PTA have been established and now we are trying to create another committee and he wants to make sure that these four groups are not working on similar issues. Ms. Watts said that it was important for all groups to work together and overlapping may be different for each group. The task for the new Committee would be to develop the DEI lens.

CSEA President Joseph Louis Ayala agreed that unity is good to come up with the solutions because CSEA want to see the changes. He agreed that it must be done and he was glad to be able to work as a team to find real solutions.

Superintendent Hill said that the Committee had highlighted five immediate next steps and that he will bring it back for the December 17 meeting, but in the meantime the new employee committee should get started with the work, including the organizational assessment and he will come back with a more detailed plan.

4. ADJOURNMENT

The meeting adjourned at 8:36 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

12/17/2020
_____
DATE

_____
CHARLENE TABET, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

November 19, 2020

Virtual (Online) Meeting
Burbank, California

MEMBERS PRESENT:
Armond Aghakhanian
Steve Frintner
Charlene Tabet
Steve Ferguson
Roberta Reynolds

STUDENT MEMBERS PRESENT:
Carmen Blanchard, Burbank High School
Nadaly Jones, John Burroughs High School

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

1. CALL TO ORDER

The Closed Session was called to order at 6:00 p.m. by Board President Aghakhanian.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications – All public comments were heard during item 9a.

2.b Staff Responses

2.c Board Members' Comments and Responses

The Board adjourned to Closed Session at 6:01 p.m.

3. CLOSED SESSION

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

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

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

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

3.e Consideration of Student Matter Pursuant to Education Code Section 35146 and 48918 (Request for Postponement of Expulsion Hearing)
The Board of Education will meet in closed session pursuant to Education Code Section 35146 and 48918 (Request for Postponement of Expulsion Hearing) for Student 960007429, as presented in Confidential Exhibit 3e.

Confidential Exhibit (OF 28,469)

3.f Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Student 960023540

Confidential Exhibit (OF 28,470)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

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

5. REPORTING ON CLOSED SESSION

President Aghakhanian reported that items 3a, 3b, 3c, 3d, and 3f, were for discussion only, with no action taken. Action for item 3e will take place during item 11a.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

8. REPORTS FROM THE BOARD

8.a Student Representatives

Carmen Blanchard, BHS and Nadaly Jones, JBHS, reported on activities at their respective schools.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications

Rosemary Morrison, Parent, was allowed to join the meeting via a Zoom format. She commented on the work of the DEI Committee and the proposed changes to core novels in the English curriculum. She shared her concerns regarding negative comments shared by community members and how it affects black children. She hoped that the books are removed and that the curriculum is updated to reflect true history. She then thanked the teachers who are trying to help all black students.

Jenifer Culbertson, Principal, Providencia Elementary School was allowed to join the meeting via a Zoom format. On behalf of the Elementary Principals, she thanked Board Member Reynolds for her passion,

dedication, and commitment to the students and the community. Her legacy and amazing leadership will not be forgotten and wished her the best in her future endeavors.

Nadra Ostrom, Parent, was allowed to join the meeting via a Zoom format. She commented in support of the proposed curriculum changes. She shared the reasons regarding the formal complaint, her feelings about all of the negative comments being shared through social media and encouraged the Board to implement Policy regarding the selection of instructional materials, as currently the District does not have a policy and suggested additional discussion with the teachers who wish to keep the books.

Gabrielle Mitchell-Marell, Parent, was allowed to join the meeting via a Zoom format. She commented on diversifying the representation of Black American life in the curriculum and shared her thoughts on how to improve culture and history.

Teo Brinsley, Student, was allowed to join the meeting via a Zoom format. He is an Advance Placement (AP) student and his grades are suffering because his grades are dropping during Distance Learning. He reported that he has not heard from any mental health counselor and worries that mental health personnel are not available to help him or other students who are struggling during this time. He then shared his concerns regarding the District's budget because he worries about the future of schools and asked about the plans to address the budget deficit.

Silvi Petrosyan, BHS Student, was allowed to join the meeting via a Zoom format. She commented on the proposed changes to core novels in the English curriculum and shared her personal experience for the Black and Armenian community. She felt that discrimination and the use of negative words are a result of social media not necessarily the books in question. She felt that banning the books was not the way to resolve the issue and suggested that teachers are trained and more black student representation is needed.

Liz Owen, parent, was allowed to join the meeting via a Zoom format. She shared her thoughts regarding the District's decision to continue with Distance Learning model and thanked Superintendent Hill and the Board for following the science and for trying to make the best decisions for students and all the teachers for supporting the students.

Tomas Romero, parent, was allowed to join the meeting via a Zoom format. He thanked Superintendent Hill and the Board for the decision to continue with Distance Learning model. He suggested that the District find additional solutions to help the underserved students during these difficult times and to continue to work with parents and the community.

Jessica Copeland, parent, was allowed to join the meeting via the Zoom format. She spoke in support for the proposed changes to the core novels and shared her thoughts and suggestions on how to engage with black parents, as they are willing to discuss different approaches. The books are not bad, but the narratives are incomplete and encourage the Board to do a better job and to acknowledge that systematic racism should not be allowed in an educational system.

Leila Forouzon, parent, was allowed to join the meeting via a Zoom format. She spoke in support of the proposed changes to the core novels in the English curriculum and noted that the books should be replaced. She clarified that the books in question will remain at District libraries and were not being banned. She fully supports the Black families who have spoken about the harm done and supports the efforts for a more diversified curriculum and read the newly adopted Anti-Racist Statement.

9.b Staff Responses

Superintendent Hill thanked all the speakers. He first addressed student Teo Brinsley and thanked him for sharing his struggles. He reported that the Family Service Agency provides virtual counseling to students who request services. He will follow up with schools to ensure available resources are communicated to all students. In addition, John Paramo will have the school contact Teo Brinsley directly to further discuss his concern. The State has provided a bit of promising news regarding revenue and note that the District was not looking at the 10% estimated cuts in May/June 2020. The new funding information will be provided during the review of the First Interim Report on December 14, 2020 and the State Budget in

January 2021. He welcomed participation from students and parents and encouraged participation in the Superintendent's Advisory Committee to receive feedback. He thanked parents Liz Owen and Tomas Romero for their support to remain in the Distance Learning model and noted that his recommendations would be discussed in detail during the upcoming report. The review of the books in question have been an emotional and passionate process. The Board and he welcome feedback in addition to all the suggestions. He shared his personal experience while completing his doctoral program and the changes he endured while learning about social justice and the power of listening, which will be used when selecting and utilizing curriculum that respects and supports all students. He appreciated all the emails, feedback, and suggestions and he will decide after taking all the feedback and research into consideration.

9.c Board Members' Comments and Responses

Member Reynolds thanked all the speakers and all the previous speakers, the letters received and all of the work of the DEI Committee. She echoed Superintendent Hill's comments regarding student Teo Brinsley, as it was important that the resources are known by all students. Regarding his concern for the future of the District's finances, she was always looking for ways to find local sources and she will continue to find new ways in the future. She noted that the discussion regarding the books was complicated as the result is to minimize the adverse consequence and the balancing act was difficult. She knows that Superintendent Hill will review all the information provided and was confident that he will bring the best outcome with the least amount of damage to students. She then thanked Jennifer Culbertson for her thoughtful comments and well wishes and congratulated President Aghakhanian and Member Ferguson for their four-year Board reelection. She looked forward to her next adventures in the community.

Member Ferguson thanked all the speakers. A large amount of communication is being sent out and it was unfortunate that parents are overwhelmed with so many communications. He navigated the BHS and JBHS Instagram and felt that the best option to provide such information would be through ASB and asked Student Board Members Blanchard and Jones to assist with distributing the information to students. He was looking forward to having a representative from Monterey HS in the near future. He agreed with Superintendent Hill that the conversation regarding the books will continue. He felt that Burbank is leading the way and having the conversation and setting the tone and modeling was a positive thing to ensure that everyone has access to participate. He thanked Superintendent Hill for allowing healthy conversations. He has faith in the system and he is looking forward to the Superintendent's decision.

Clerk Tabet thanked Student Board Member Jones for her update regarding the virtual meeting currently taking place and asked that the meeting be uploaded on the JBHS website for everyone to view. This has been an interesting and challenging year and she appreciated the feedback, emails, and the difficult conversations. She also trusts Superintendent's Hill leadership skills and was looking forward to his decision. She acknowledged parent Nadra Ostrom's suggestion to develop written guidelines for selecting instructional materials and noted that this would be a good Board discussion to have. She also addressed the concerns by student Teo Brinsley and hoped that academic counselors are reaching out to all students not only the ones that are doing well. She also noted that students must contact the FSA for mental health needs. She then announced that the Chamber of Commerce is hosting a virtual meeting and that JBHS Assistant Principal Steve Hubbell will be a guest to talk about school athletic programs and wished everyone a Happy Thanksgiving.

Vice President Frintner thanked Jennifer Culbertson for recognizing the work of Member Reynolds in the community. He addressed student Teo Brinsley and noted that the FSA is a great resource for students to deal with mental health and that staff continue to inform students regarding all of the available resources. The Board and staff continue to look for other alternative funding sources in an effort to balance the budget. The Board welcomes all feedback and thanked Liz Owen and Tomas Romero for their support with the Distance Learning Model, as the top priority is the health and welfare of students and staff. He also thanked the speakers for the passionate comments regarding the books, in addition to emails and social media comments regarding this topic. He appreciated Superintendent Hill's comments as he is trying to understand and consider all views. Change is difficult, but we need to work together to accomplish change and he was also looking forward to the decision.

President Aghakhanian also thanked all the speakers for their comments. He thanked Member Reynolds for acknowledging racism and for trying to make a difference in the Burbank community. He shared his personal experiences on racism and noted that his job was not to be silence. He thanked student Silvi Petrosyan for sharing her experience and noted that this is just not about Black or Armenian students, but a human issue and that the most powerful weapon in the world was education.

10. REPORTS TO THE BOARD

10.a Superintendent's Comments

Superintendent Hill announced the upcoming Board of Education Special Meeting scheduled on December 14, 2020, where the First Interim report will be reviewed and discussed. He then continued with his reports regarding Distance Learning and the Reopening of School.

10.b Report on Distance Learning

Matt Hill, Superintendent, reported on the progress of Distance Learning.

Superintendent Hill used a PowerPoint to guide his report. He reported the average number of meals distributed per week, the number of hotspots, and Chromebooks distributed to date. The additional 3,000 Chromebooks ordered are estimated to be delivered late November / December 2020. 50 Additional Hotspot units on order for new needs and have applied for T-Mobile's Project 10Million, which supplies up to 621 hotspots for NSLP students (National School Lunch Program), free equipment and available for five years, either 100 GB data per year for free or $15 monthly for unlimited access, no contract, and can switch between free or $15 monthly at any time. He also reported on average attendance numbers, including the overall attendance rate, the number of disengaged students, synchronous, asynchronous, and Friday's asynchronous learning.

Member Ferguson asked about the plan for food distribution during the Holidays. Debbie Kukta indicated that the plan was to distribute ten days' worth of meals so that families do not go hungry during the holidays.

President Aghakhanian asked if other funding was available if the grant is not approved. Superintendent Hill said that the devices are additional items to have on hand if needed at an average cost of $20 per month to activate the device and thanked the IT team and the Chuck Lorre Family Foundation for providing the grant to purchase some of the initial hotspots.

Distance Learning Update 11.19.20 (OF 28,471)

10.c Report on the Reopening of School

Matt Hill, Superintendent, reported on current Los Angeles County Department of Public Health restrictions associated with the reopening of schools and present his recommendations.

Reopening Update 11.19.20v2 (OF 28,472)

Superintendent Hill used a PowerPoint to report on the Reopening of School. He reported that as of November 18, 2020, 3,944 cases were reported by the Los Angeles County COVID Case Rates. The recommendations included to remain in Distance Learning for the remainder of the 2020-2021 school year. Based on health guidelines, bring special education students back for assessments and small group instruction. Develop and implement (based on health guidelines) intervention supports for students who are having academic challenges (D's and F's; 1's and 2's). When space is available, provide seats for socio-economic disadvantaged students and foster and homeless youth at our expanded Around the Bell (ATB) program to help with learning loss. Continue athletics according to health guidelines (currently, only conditioning). When health conditions improve, and in accordance with health guidelines, bring students back for extracurricular activities.

Vice President Frintner thanked Superintendent Hill for this report and noted that the increase in numbers and going into the holiday was a concern. He felt that this was a good model moving forward; however, if the numbers change, looking for the opportunity to bringing students back could be considered.

Member Reynolds appreciated the recommendations and noted that hospitalization rates are increasing daily. She also said that the vaccine would be available to health care workers first, this is a two-dose vaccine and not enough for everyone until probably half of the next year and felt that the plan was prudent and she appreciated the thought put into the plan.

Member Ferguson thanked staff for their work as he felt that this was the safest way to move forward allowing flexibility for parents. He felt that this was a good step for now, but staff should continue to plan. He understands parent concerns regarding socialization and he appreciated possible opportunities that may take place in the near future.

Clerk Tabet asked if the Friday option could be added to the second semester. Superintendent Hill noted the negotiations teams are currently looking at changes for the current models, which will require changes to the current MOU and thanked the teachers for their willingness to making changes to be able to assist all students.

Student Board Member Jones asked if seniors can go back to in-person instruction. she shared her struggles with Distance Learning, such as not being able to see her peers and not having the motivation to continue. Superintendent Hill noted that LA County must be at the red tier to be able to consider such option. The activities as noted in his recommendations, would be the top priority to consider seniors, clubs, activities, and events. He would like to collaborate with both Student Board Members to discuss such activities when safe to return.

Student Board Member Blanchard noted that the activities would be more meaningful to them if allowed to meet their peers and teachers. She suggested Spring Break and one hour of social distancing would be motivating for students and end of the year activities. She appreciates the Board and Superintendent Hill's efforts to hear all sides and for allowing them to be a part of the conversation. Superintendent Hill agreed with Ms. Blanchard's comments that if all of us wear a mask and practice social distancing then maybe these types of events will be allowed. His plan serves as a motivational tool for when health conditions improve students may come back to school to participate in activities and events.

Member Ferguson thanked both Student Board Members for their comments and noted that the challenge will be school not looking the same as in March 2020 and suggested that each family create their own plans. He would like to work the Student Board Members, as five months were left to figure it out.

President Aghakhanian thanked Student Board Members Blanchard and Jones for their wisdom and powerful words and noted that safety of students and staff is the number one priority.

Reopening of School Update 11.19.20 (OF 28,472)

10.d Report on the Superintendent's Fundraising Advisory Committee

John Paramo, Assistant Superintendent, Educational Services, reported on the progress of the Superintendent's Fundraising Advisory Committee, as presented.

Fundraising_Report_to_the_Board_11-19.pdf (OF 28,473)

John Paramo introduced Wendi Harvel, Burbank Council PTA President and Fundraising Advisory Committee Chair. The Committee meets monthly to ensure that the work of the Committee is focused based on the priority areas that the Superintendent and the Board of Education have established. She reported that at the latest meeting, the Committee had an opportunity to review District's fundraising goals, the Committee hoped for clarification on how to prioritize the list in order of need, the BUSD vs. PTA program was defined to have a sense of how the process works. The next steps include

implementing an approval process form for Boosters, ASB, student clubs, etc., which was discussed in the sub-committee. The form will then be introduced to the Committee and presented to the Board.

11. NEW AND/OR UNFINISHED BUSINESS

11.a Action on Student Matter Pursuant to Education Code Section 35146 and 48918 (Request for Postponement of Expulsion Hearing)

That the Board of Education approve the Evidentiary and Administrative Hearing Review Panel Extension for Student 960007429, from November 3, 2020 and November 9, 2020 to December 3, 2020 and December 17, 2020, respectively.

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

11.b Adoption of Resolution 17 - Recognizing December 10, 2020 as Human Rights Day

That the Board of Education adopt Resolution 17 recognizing December 10, 2020 as Human Rights Day, as presented.

Resolution 17_Human Rights Day_111920.pdf (OF 28,474)

It was moved by Steve Frintner, 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 – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

11.c Adoption of Resolution 18 Authorizing Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer 2020-2021

That the Board of Education adopt Resolution 18 Authorizing Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer 2020-2021 as permitted in Article XVI, Section 6, of the California Constitution, as presented.

Resolution 18 - Temp Transfer School Pool Fund LA County.pdf (OF 28,475)

Debbie Kukta reported that temporary borrowing of cash from the Treasurer in the event of cash deficiencies allows for borrowing from the School Pool Fund maintained by the Los Angeles County due to insufficient cash to pay obligations for current operating requirements lawfully incurred in the fiscal year. This was another borrowing tool should the need arise.

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

11.d Second Reading and Adoption of High School Social Science Textbook (Lottery Textbook Fund)

That the Board of Education adopt the Houghton Mifflin Harcourt (HMH) Social Studies Modern World History Hybrid student resource package, ISBN 9781328838209, HMH Modern World History Teacher Resource ISBN 9781328838186, HMH Modern World History Workbooks ISBN 9781328838285 and 9781328832825, HMH American History Student Resource Package ISBN 9781328838018, HMH American History Teacher Resource Package ISBN 9781328837998, HMH American History Guided Reading workbooks ISBN 9781328838094 and 9781328834294, HMH United States Government Student Resource Package ISBN 978132874771, HMH United States Government Teacher Resource Package, ISBN 9781328704696, HMH Government

Resource Files ISBN 9780554009711, 9780554009544, 9780554010557, 9780554010571, HMH Government Interactive Reader and Study Guide ISBN 9781328705099, HMH Economics Student Resource Package ISBN 9781328704221, HMH Economics Teacher Resource Package ISBN 9781328704146, HMH Economics Resource Manager ISBN 9780547338767, HMH Economics Students Activities and Answer Key ISBN 9780618815265 and 9780618912926, HMH Economics Test Practice and review Workbook Answer Key ISBN 9780618904716, HMH Economics Reading Study Guide ISBN 9781328704542, HMH Professional Development Getting Started Webinar ISBN 9781328548658, Follow up Webinar Bundle Grades 10-11 ISBN 978132850207, Government Getting Started Two Hour Webinar ISBN 978328815095, HMH Follow up Webinar Bundle Grades 9-12 ISBN 9781328580238, not to exceed $642,210.81 (01.0-63000-0-11100-10000-4110-742-9000 - Lottery Textbook Funds), as presented

Second Reading HS Soc Sci Textbook.pdf (OF 28,476)

John Paramo reported that the reviewing process started in 2018-2019 to review the State approved social science textbooks for secondary schools. Teachers volunteered to pilot the books during 2019-2020. All teachers piloted Pearson in the fall and Houghton Miffin Harcourt (HMH) in the spring. During the piloting period teachers met regularly to discuss issues and or concerns. Collectively, teachers were able to share best practices to develop new curriculum. The new curriculum from both publishers contained many online resources and student applications that required technology. HMH received a higher evaluation because the series adheres to state legislation as it pertains to the contributions made by the LGBTQ community as well as the acknowledgment of the Armenian Genocide. Additionally, teachers have asked to consider lesson planning days in the summer or during pre-school days at the beginning of the year. Based on current budget constraints, the Board will decide if the District can move forward with the adoption as the funds allotted for adoption may need to be reallocated to balance the budget or augment other instructional needs. He felt that due to the significant reduction in price from the previous quote in the spring to saving approximately $105,700 for the same materials was a good deal.

Clerk Tabet asked for a timeline when the rest of the textbooks would be available since most of the textbooks are approximately 20 years old. Dr. Paramo noted that the middle school have new textbooks if these high school textbooks are approved tonight, the order would be received during the spring semester and reminded the Board that the electronic version had recently been adopted to allow teachers to teach some of the current material.

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

11.e Adoption of Resolution 19 for the Elimination or Reduction of Services for Classified Positions

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

Resolution 19 - Reduction in Force.pdf (OF 28,477)

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 – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

11.f 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_111920.pdf (OF 28,478)

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

12. CONSENT AGENDA

12.a Amended Final Settlement Agreement (Special Education)

That the Board of Education amend Final Settlement Agreement for Special Education Student 960023540, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective February 6, 2020 through December 31, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Board of Education approval date was February 20, 2020. The effective date was from February 6, 2020 through December 18, 2020. Due to COVID 19, the compensatory education was unable to be completed until restrictions are lifted. The amendment extends the original end date of December 18, 2020 to December 31, 2021 at no additional cost to the District.

SPED Student 960023540_Amended Settlement Agreement.pdf CE (OF 28,470)

12.b Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of November 5, 2020, as presented.

Minutes.11.05.20.pdf (OF 28,479)

12.c Approval of Personnel Report Number 20-21-09

That the Board of Education approve Personnel Report number 20-21-09, covering Certificated and Classified personnel, and consisting of Pages 1 to 12 inclusive, as presented.

Personnel Report.pdf (OF 28,480)

12.d 2020-2021 Purchase Order Report

That the Board of Education approve Purchase Orders for 2020-2021 as listed through October 26, 2020, as presented.

2020-2021 Purchase Order Report.pdf (OF 28,481)

12.e Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $7,537,843.25 commercial warrants in the total amount of $1,601,226.44, as presented.

Warrants.pdf (OF 28,482)

12.f Approval of Instructional Consultant Services

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

Instructional Consultants Redacted.pdf (OF 28,483)

12.g Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Troy & Associates Educational Consulting, Inc., to provide compensatory education for Special Education Student 960029436, not to exceed $12,150 (01.0-65000.0-57602-11900-5850-7440000), effective November 20, 2020 through May 28, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960029436_Troy & Assoc..pdf (OF 28,484)

12.h Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Auditory Processing Center of Pasadena, to provide an auditory processing assessment for Special Education Student 960029436, not to exceed $2,300 (01.0-65000.0-57602-11900-5850-7440000), effective November 20, 2020 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960029436_Auditory Processing Center.pdf (OF 28,485)

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

That the Board of Education amend an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide vision therapy for Special Education Student 960020990, not to exceed $7,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 20, 2020 through November 25, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was March 19, 2020. The effective date was from February 20, 2020 through November 25, 2020. Due to COVID 19, the consultant was unable to complete the vision therapy sessions. The amendment extends the original end date of November 25, 2020 to January 30, 2021 at no additional cost to the District.

SPED Student 960020990_Amended_Burbank Optometric.pdf (OF 28,486)

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

That the Board of Education ratify an agreement between Burbank Unified School District and Maxim Healthcare Services Holdings, Inc., to provide instruction to BUSD students who attend the FACTS Program, not to exceed $22,100 (01.0-65000.0-50010-36000-5813-7440000), effective November 2, 2020 through December 18, 2020 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Maxim Healthcare.pdf (OF 28,487)

12.k Ratification of Reimbursement for Parent (Special Education)

That the Board of Education ratify reimbursement to the Parent(s) of Special Education Student 960024721, for educational services and tuition, not to exceed $13,809.19 (01.0-65000.0-50010-36000-5813-7440000), effective September 14, 2020 thru November 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960024721_Ratified_Parent Reimbursement.pdf (OF 28,488)

12.l Approval of Amended Agreement for Professional Services, Film L.A.

That the Board of Education approve an amended agreement between Burbank Unified School District and Film L.A., Inc. to continue coordination of any filming activities by outside companies that might request use of District facilities, with the amended rate of $3,000 for 15 hours for the Basic Rate for regular filming, effective 30 days after approval and through June 30, 2022, and that authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

Film LA Fee Increase 111920.pdf (OF 28,489)

12.m Approval of Amended Lease Agreement with Deluxe Media Inc. (General Fund)

That the Board of Education approve the amended agreement between the Burbank Unified School District and Deluxe Digital Studios, Inc. to allow the Christmas Tree Lot group use of the back half of the parking lot located behind Providencia Elementary School (accessed from Pacific Avenue). The District will reduce the rent in half and the Christmas Tree Lot group will pay the remaining half of the monthly rent to the District as part of the Use of Facilities Agreement, effective November 20, 2020 through December 31, 2020 (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Delux Digital Amendment 11192020.pdf (OF 28,490)

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried 4-0-1 with the following roll-call vote: AYES – Aghakhanian, Frintner, Ferguson, and Reynolds. RECUSED – Tabet.

12.n Ratification of After School Education and Safety (ASES) Program Grant Award

That the Board of Education ratify the After School Education and Safety (ASES) Program Grant Award, to be used to continue to provide funding for the ASES programs at Walt Disney Elementary School, Providencia Elementary School, George Washington Elementary School, and Luther Burbank Middle School, in the amount of $603,835.00, effective July 1, 2020 through June 30, 2021, and that the authority to sign the Program Grant Award be exercised pursuant to BUSD - AR 3314, as presented.

ASES Grant Award 20-21_111920.pdf (OF 28,491)

12.o Ratification of Agreement between Boys and Girls Club of Burbank and the After School Education and Safety (ASES) Program

That the Board of Education ratify the Agreement between the Burbank Unified School District and Boys and Girls Club of Burbank, to provide services for the After School Education and Safety (ASES) Program, not to exceed $587,873.00 (01.0-60100.0-0-00000-27000-5810-7429000), effective July 1, 2020 through June 30, 2021, and that authority to sign this agreement be exercised pursuant to BUSD -AR 3314, as presented.

BGC_ASES Contract 2020-21_111920.pdf (OF 28,492)

12.p Approval of Agreement- University of the Pacific

That the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and University of the Pacific to provide educational field experience, effective November 20, 2020 through November 20, 2025 unless

terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement-University of the Pacific.pdf (OF 28,493)

It was moved by Roberta Reynolds, and seconded by Steve Ferguson, that the Board of Education approve items 12a though 12p, ***except item 12m, which was voted separately.*** The motion carried 4-0-1 with the following roll-call vote: AYES – Aghakhanian, Frintner, Ferguson, and Reynolds. RECUSED – Tabet.

President Aghakhanian announced the retirement of elementary teacher Armineh Kasparian, Roosevelt Elementary School and Nancy Parker, Washington Elementary School.

13. REQUESTS TO ADDRESS THE BOARD

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

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

13.c Board Members' Comments and Responses

Clerk Tabet announced that the Burbank Arts and Education Foundation are continuing their campaign and that the UMe Credit Union has announced a $50,000 matching grant for members.

Member Ferguson asked that the meeting be adjourned in memory of Leo Gabrelian, husband of long-time Glendale Community College Board Trustee Anita Quinonez Gabrelian.

14. ADJOURNMENT

The meeting adjourned at 9:27 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

12/17/2020
_____
DATE

_____
CHARLENE TABET, CLERK

TO: Board of Education / Superintendent Consent 12/17/2020

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

SUBJECT: Certificated Personnel - Report Number 20-21-10. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MASTERS, SHEILA Burroughs High School	Counselor - FTE:100%	01.0-00000.0-00000-31100-1211-4320000	100	RA:006 - ST:24 STP: $1345	Began Service 8/26/1999	12/18/2020

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GONZALEZ, DANIELA Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 4/9/2018	11/23/2020
CROSS, JULIE Adult School	Teacher: Adult School ESL - 4 at Mingay AM & PM	11.0-63910.0-41102-10000-1130-5330000 11.0-39050.0-41102-10000-1130-5330000 11.0-39260.0-41102-10000-1130-5330000 11.0-00639.0-41102-10000-1130-5330000	43 15 2 40		Began Service 1/3/2019	11/26/2020

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MAI, EMILY Childrens Center	Cc Teacher: Preschool Age CC Teacher-12 months - FTE:100%	12.0-61050.1-00010-10000-1110-5300000	100	RA:005 - ST:01		11/23/2020
OLDROYD, JENNIFER Health Services	School Nurse School Nurse - FTE:60%	01.0-00000.0-00000-31400-1216-7720000	100	RA:003 - ST:06	60% FTE	12/1/2020
SANCHEZ, MYRELLA Health Services	School Nurse School Nurse - FTE:60%	01.0-00000.0-00000-31400-1216-7720000	100	RA:006 - ST:01	40% FTE	1/4/2021

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DIAMOND, ERIN Washington Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2160000 01.0-01500.0-11100-10000-1110-2162000	50 50	RA:004 - ST:12		1/4/2021 5/28/2021
DAM, ABIGAIL Burroughs High School	High School Teacher Biology - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:005 - ST:01 STP: $1345		1/4/2021 5/28/2021

GONZALEZ, GUADALUPE Special Education	Special Ed Teacher RSP Itinerant - FTE:100%	01.0-32200.0-57602-11100-1110-7449000	100	RA:006 - ST:15 STP: $4035		11/20/2020 12/31/2020
GONZALEZ, GUADALUPE Special Education	Special Ed Teacher RSP Itinerant - FTE:100%	01.0-32150.0-57602-11100-1110-7449000	100	RA:006 - ST:15 STP: $4035	Temp assignment funding changed.	1/1/2021 5/28/2021
DODD, SHARIE Special Education	Teacher Mild/Moderate - FTE:100%	01.0-32150.0-57602-11100-1110-7449000	100	RA:006 - ST:24 STP: $2690	Spring Semester 2020	1/1/2021 5/28/2021

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHIU, SEONG (GRATA) J Miller Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2100000	100	RA:006 - ST:06 STP: $1345	CC LOA for fall semester 20-21	11/1/2020 12/18/2020
BEAL, BRIANNA Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:005 - ST:10 STP: $1345	Child/Parental Bonding	12/7/2020 3/12/2021
VANKOOTEN, HEIDI Luther Middle School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-3200000	100	RA:006 - ST:09 STP: $1345	Child/Parental Bonding	11/16/2020 12/18/2020

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
AWAD, EMILY Jefferson Elementary School	Elementary Teacher Elementary Teacher-temporary -	01.0-00000.0-11100-10000-1110-2060000	100	RA:006 - ST:08	End of Parental Bonding LOA	11/23/2020

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT-0052-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:005 - ST:08 STP: $82	ESPLA LOA	11/12/2020 11/20/2020
CT-0049-20, Childrens Center	Cc Teacher: School Age Leave of Absence - FTE:100%	12.0-90602.0-11100-10000-1110-2140000	100	RA:005 - ST:06 STP: $82		10/28/2020 10/29/2020

STIPEND: LONGEVITY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
KARAPETIAN, LUSINE Childrens Center	Longevity CC Teacher-12 months -	12.0-50250.1-11100-10000-1110-2050000	100	STP: $2505	To add 16 year longevity	12/1/2020

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DIAZ, CYNTHIA Human Resources	Long Term Spec Ed Sub Tchr IA DHH/ Translator	01.0-65000.0-57602-11100-1160-4310000	100			9/29/2020 11/30/2020
DIAZ, CYNTHIA Human Resources	Long Term Spec Ed Sub Tchr IA DHH/ Translator	01.0-65000.0-57602-11100-1160-4310000	100			9/29/2020 12/1/2020
HIATT, KEVIN Burbank High School	Long Term Sub Teacher English	01.0-00000.0-11100-10000-1160-4310000	100			9/28/2020 12/04/2020
HIATT, KEVIN Burbank High School	Long Term Sub Teacher English	01.0-00000.0-11100-10000-1160-4310000	100			9/28/2020 3/12/2021

WARNER, JACKSON Harte Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2050000	100			10/26/2020 2/8/2021
OLKOWSKI, JOSHUA Human Resources	Long Term Sub Teacher IA SpEd	01.0-65000.0-57602-11100-1160-4320000	100			10/12/2020 12/18/2020
WANDER, BRYANNA Luther Middle School	Long Term Sub Teacher Social Studeies Teacher	01.0-00000.0-11100-10000-1160-320000	100			9/28/2020 12/18/2020

ELECTION: CC SUB TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALULEMA, KIMBERLY Childrens Center	Cc Sub Teacher Substitute Teacher	12.0-90602.0-11100-10000-1160-7540000	100			11/5/2020

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
RAAD, RACHEL Jefferson Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2060000	100	Salary Rate: $279.02		11/23/2020 1/14/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 20-21-10

December 17, 2020
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Abrams, Sarah	Spec. Ed	Induction Mentor	Stipend	$1910.50	1	August-December
Asmussen, Liann	Muir	Master Teacher Stipend	Stipend	$300.00	1	November- December
Auproux, Shari	Instr. Services	Induction-Elementary	Stipend	$955.50	1	August - December
Avagyan, Anush	JBHS	Intervention Planning	Hourly	$33.77	11	December- May
Avagyan, Anush	JBHS	Intervention Teaching	Hourly	$45.52	44	December- May
Baldwin, Bradley	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Bethel, Lisa	Edison	Intervention Planning	Hourly	$33.77	5.5	November - December
Bethel, Lisa	Edison	Intervention Teaching	Hourly	$45.52	4.5	November - December
Bigger, Dena	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Bonino, Gabriella	Health Services	Home Teacher	Hourly	$36.09	100	November - May
Bowers, Lucia	Jordan	Master Teacher Stipend	Stipend	$600.00	1	November- December
Boylan, Alicia	Instr. Services	Induction-Elementary	Stipend	$955.50	1	August - December
Breckley, Joshua	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Britnon, Cristy	Spec. Ed	Induction Mentor	Stipend	$1910.50	1	August-December
Brinton, Joel	JBHS	Intervention Planning	Hourly	$33.77	20	November- December
Calderon, Sally	Special Ed.	Intervention Teaching	Hourly	$45.52	2	August
Campbell, Rachel	Instr. Services	Other Hourly	Hourly	$33.77	1	October
Carlton, Lee	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Carson, Emily	Washington	Intervention Planning	Hourly	$33.77	14	November - December
Casper, Jennifer	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Chakerian, Lucy	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Chang, Barbara	Washington	Class Coverage	Hourly	$46.60	1	October
Chugg, Kelli	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Clendenin, Erin	Jefferson	Intervention Planning	Hourly	$33.77	10	November – December
Clendenin, Erin	Jefferson	Intervention Teaching	Hourly	$45.52	21.5	November - December
Collins, Brian	Special Ed.	Intervention Teaching	Hourly	$45.52	5	September - October
Concidine, Michael	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Corral, Christopher	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Covington, Jillian	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Cozzi, Angela	Special Ed.	Intervention Teaching	Hourly	$45.52	41	November - December
Curran, Emily	Spec. Ed	Teacher Additional Duties	Hourly	$83.80	32	August- May

Curran, Emily	Special Ed.	Intervention Teaching	Hourly	$45.52	5.75	November- December
Davis, Jamie	Edison	Intervention Planning	Hourly	$33.77	11.5	November - January
Davis, Jamie	Edison	Intervention Teaching	Hourly	$45.52	23	November - January
Dawes, Jacqueline	Spec. Ed	Induction Mentor	Stipend	$955.50	1	August-December
Diaz, Cynthia	BHS	Other Hourly	Hourly	$33.77	76.2	August - October
Enokian, Stefanie	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Farewell, Rebecca	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Flores, Jennifer	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Foenander, Lindsay	Jefferson	Intervention Planning	Hourly	$33.77	33.5	November - December
Foenander, Lindsay	Jefferson	Intervention Planning	Hourly	$33.77	10	November - December
Friend, Tiffany	Special Ed.	Intervention Teaching	Hourly	$45.52	5	September - October
Funston, Michelle	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Gattuso, Lucas	Luther	CO/Extra- Curricular Activity	Stipend	$1768.00	1	November-June
Gattuso, Lucas	Luther	CO/Extra- Curricular Activity	Stipend	$1768.00	1	November-June
Gerharter, Darla	Special Ed.	Intervention Teaching	Hourly	$45.52	7	October
Goldenberg, Jennifer	Instr. Services	Induction Mentor	Stipend	$1910.50	1	August-December
Gregoire, Deborah	Special Ed.	Additional Duties, hourly equiv.	Hourly	$87.38	30	October - December
Gresham, Janice	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Hakopyan, Olga	Adult	Weekly Assignment Fall	Hourly	$48.45	3	November
Hammel, Robert	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Harmon, Kristen	Jefferson	Intervention Planning	Hourly	$33.77	40	November - December
Harmon, Kristen	Jefferson	Intervention Planning	Hourly	$33.77	10	November - December
Harney, Dina	Luther	CO/Extra- Curricular Activity	Stipend	$2336.00	1	November-June
Henry, Tracy	BHS	Other Hourly	Hourly	$33.77	89.04	August- October
Henry, Tricia	Jefferson	Intervention Planning	Hourly	$33.77	20	November - December
Henry, Tricia	Jefferson	Intervention Planning	Hourly	$33.77	10	November - December
Hiatt, Kevin	BHS	Class Coverage	Hourly	$46.60	25	November - December
Hollingshed, Earl	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Hoog, Michele	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Howard, Cathleen	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Howitt, Elayne	Instr. Services	Induction-Special Ed.	Stipend	$1,326.00	1	December
Johnson, Sandra	Edison	Intervention Planning	Hourly	$33.77	9	November – December
Johnson, Sandra	Edison	Intervention Teaching	Hourly	$45.52	19	November - December
Jorgensen-Bock, Lisa	Special Ed.	Intervention Teaching	Hourly	$45.52	2.5	November-December
Jorgensen-Bock, Lisa	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November- December
Junkermeier, Joshua	Instr. Services	Induction Mentor	Stipend	$1910.50	1	August-December
Kalioustian, Ohannes	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Kielen, Susan	Instr. Services	Induction-Elementary	Stipend	$955.50	1	August - December
King, Troy	Instr. Services	Other Hourly	Hourly	$33.77	40	August- May
King, Troy	JBHS	Other Hourly	Hourly	$33.77	3	August- May

Kubler, Laura	Instr. Services	Induction-Elementary	Stipend	$955.50	1	August - December
Kulberg, Shari	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Lambert, Julie	Washington	Class Coverage	Hourly	$36.60	2	November
Larson, Sarah	Special Ed.	Intervention Teaching	Hourly	$45.52	1	November - December
Legaspi, Arlene	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Manoukian, Zare	JBHS	Intervention Planning	Hourly	$33.77	20	November- December
Manson, Wesley	JBHS	Intervention Planning	Hourly	$33.77	20	November- December
Marinelli, Jean	Jefferson	Intervention Planning	Hourly	$33.77	33.5	November - December
Marinelli, Jean	Jefferson	Intervention Planning	Hourly	$33.77	10	November – December
Marinelli, Jean	Jefferson	Intervention Planning	Hourly	$33.77	3	December
Martinez, Allison	Instr. Services	Induction-Elementary	Stipend	$955.50	1	August - December
Martinez, Lisa	Luther	CO/Extra- Curricular Activity	Stipend	$1456.00	1	November-June
Martinez, Lisa	Luther	CO/Extra- Curricular Activity	Stipend	$1768.00	1	November-June
Matic, Marichelle	Edison	Combo-Class Exchange	Hourly	$75.19	6	2017 – 2018
Matsumoto, Linda	Adult	Staff Development	Hourly	$22.98	2.25	November - December
Mayes, Jessica	Instr. Services	Induction Mentor	Stipend	$1910.50	1	August-December
Mcclure, Heather	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
McKain, Allison	Instr. Services	Induction Mentor	Stipend	$1910.50	1	August-December
Menke, Erica	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Miller, Wendy	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Mitchell, Christopher	Jordan	CO/Extra- Curricular Activity	Stipend	$1768.00	4	November-June
Mucha, Michele	Special Ed.	Intervention Teaching	Hourly	$45.52	5	November- December
Mucha, Michele	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Myers, Guy	JBHS	Other Hourly	Hourly	$33.77	12.07	November
Norrignton, Vanessa	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Palaski, Jessica	JBHS	Intervention Planning	Hourly	$33.77	20	November- December
Pansini, Krista	Jefferson	Intervention Planning	Hourly	$33.77	12	October
Papavasiliou, Demetrula	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Patterson, Patricia	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Payne, Marbell	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Perlis, Deborah	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Perry, Barbara	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Piper, Mary Morgen	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Pippert, Elva	Disney	Intervention Planning	Hourly	$33.77	3.5	December – May
Pippert, Elva	Disney	Intervention Teaching	Hourly	$45.52	4	December - May
Popiel, Matthew	Special Ed.	Intervention Teaching	Hourly	$45.52	5	November- December
Popiel, Matthew	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Redman, Anthony	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Redman, Anthony	Luther	CO/Extra- Curricular Activity	Stipend	$1956.00	1	November-June
Redman, Anthony	Luther	CO/Extra- Curricular Activity	Stipend	$2336.00	1	November-June

Reinking, Anne	Luther	CO/Extra- Curricular Activity	Stipend	$2336.00	1	November-June
Rodney, John	Muir	Master Teacher Stipend	Stipend	$300.00	1	November- December
Rodney, John	Muir	CO/Extra- Curricular Activity	Stipend	$2336.00	4	November-June
Scharf, Roxanne	Special Ed.	Intervention Teaching	Hourly	$45.52	10	August - December
Scheinman, Mackenzie	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Scolari, Gianna	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Shorten, Dana	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Singer, Jane	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Sohn Lim, Jennifer	MHS	Other Hourly	Hourly	$33.77	10	August - October
Solis, Sandra	Edison	Intervention Teaching	Hourly	$45.56	6	November – December
Solorzano, Diana	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Starleaf, Derek	Muir	Other Hourly	Hourly	$33.77	3	November
Steinberg, Steven	Adult	Staff Development	Hourly	$22.98	40	October – December
Suarez-Grant, Steven	Adult	Staff Development	Hourly	$44.60	25	October - February
Tapanyan, Anie	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Tipton, Rebecca	Edison	Exchange Days	Hourly	$33.77	12	October
Tobin, Jill	Instr. Services	Induction Mentor	Stipend	$955.50	1	August-December
Topalian, Talar	Instr. Services	Induction-Elementary	Stipend	$955.50	1	August – December
Udall, Kristin	Jefferson	Intervention Planning	Hourly	$33.77	10	November – December
Vermillion, Debra	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Wahe, Debra	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Wahe, Debra	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Walden, Melissa	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Wenzel, Anne	Special Ed.	Intervention Teaching	Hourly	$45.52	5.25	September - October
Wenzel, Anne	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Williams, Carol	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Wodarski, Courtney	BHS	CTE Sub	Hourly	$43.02	44	November – December
Zacher, Marianna	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December
Zepeda, Dolores	CC	Additional Duties, hourly equiv.	Hourly	$20.63	75	November - February
Zonshine, Nicole	Edison	Intervention Planning	Hourly	$33.77	12	October
Zonshine, Nicole	Edison	Intervention Planning	Hourly	$33.77	6	November - December
Zsupnik, Cathleen	Special Ed.	Intervention Teaching	Hourly	$45.52	10	November - December

Resignation

BOWMAN, Leslie	Instructional Assistant – Severely Impaired	01.0-65000.0-57601-11100-2110-7440000	.8125	35-II	D	11-06-20		Special Education
VARTOOMIAN, Arlet	Instructional Assistant-Special Education	01.0-33100.0-57602-11100-2110-2033000	.750	32-IV	D	11-06-20		Emerson Elementary
WILEY, Brandon	Instructional Technology	01.0-32200.0-00000-24200-2210-7449000 01.0-32200.1-00000-24200-2210-7409000 01.0-32200.2-00000-24200-2210-7409000	.2088 .2081 .2081	38-I	D	11-09-20		McKinley Elementary

Leave

CL 0048-20		01.0-00100.0-00000-82100-2210-4310000	1.0	40-VI	A	10-26-20	11-09-20	Human Resources EPSLA
CL 0050-20		12.0-90601.0-00010-10000-2110-5080000	.4688 .4375	32-VI	C A	11-12-20	11-20-20	Human Resources EPSLA
CL 0051-20		12.0-90601.0-00010-10000-2110-5080000	.500	32-VI	C	11-12-20	11-20-20	Human Resources EPSLA
CL 0053-20		01.0-00100.0-00000-82100-2210-3210000	1.0	40-VI	A	10-30-20	11-03-20	Human Resources EPSLA
COLE, Gary	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-VI	D	11-06-20	01-06-21	Special Education Unpaid leave

Additional Compensation for Longevity

ARUTYUNYAN, Kristine	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11100-2110-5170000	.8438	45-VI	D	11-01-20		Magnolia Park 10 yrs., $115/mo.
CAFARELLA, Valerie	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-VI	D	11-01-20		Special Education 20 yrs., $197/mo.
COBERN-KULLMAN, Dana	Library Coordinator	01.0-00000.0-00000-24200-2210-3200000	.400 .600	39-VI	D	11-01-20		Luther Middle School 15 yrs., $148/mo.
COVINGTON, Sherry	Campus Supervision Assistant	01.0-00000.0-00000-83000-2210-3200000	1.00	35-VI	D	11-01-20		Luther Middle School 15 yrs., $148/mo.
GONZALEZ DE ORTIZ, Juana	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2160000	.6875	35-VI	D	11-01-20		Washington Elementary 15 yrs., $101.75/mo.

Additional Compensation for Longevity (Continued)

LOURENCO, Amanda	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-VI	D	11-01-20	Special Education 15 yrs., $148/mo.
MORAN, Maria	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11108-2110-2100000	.8125	45-VI	D	11-01-20	Miller Elementary 20 yrs., $197/mo.

Additional Compensation for Working Out of Class

LUCSIK, Brenda	Office Assistant-Elementary	01.0-00000.0-00000-27000-2410-2050000	1.00	34-III	C	11-09-20	Bret Harte Elementary 5% of Base Salary

Change of Assignment – Classification/Location/FTE

GONZALEZ, Juan	Low Voltage Electrician	01.0-81500.0-00000-81100-2210-7523000	1.0	54-V	A	07-01-20	Facilities Services
KONOWALOW, Brittany	Guidance/Program Technician II	01.0-00000.0-00000-31100-2210-3210000	1.0	42-VI	B	11-17-20	Jordan Middle School
LUCSIK, Brenda	Office Assistant-Elementary	01.0-00000.0-00000-27000-2410-2050000	1.00	34-III	C	11-02-20	Bret Harte Elementary
NASRALLAH, Nancy	Instructional Assistant-English Language Development	01.0-01500.0-47600-10000-2110-2050000 01.0-01501.0-47600-10000-2110-2050000	.4374 .5001	32-VI	D	11-01-20	Bret Harte Elementary
NICOLAOU, Theresa	Student Information Systems Analyst	01.0-00000.0-00000-77000-2410-7420000	1.0	59-VI	A	07-01-20	Instructional Services
PAK, Elizabeth	Special Education Data System Technician	01.0-65000.0-50010-27000-2410-7440000	1.0	52-VI	A	07-01-20	Special Education
SMITH, Teri	Student Information Systems Analyst	01.0-00000.0-00000-77000-2410-7420000	1.0	59-III	A	07-01-20	Instructional Services

Election – Monthly

KRIKOURIAN, Karineh	Instructional Assistant – Special Education	01.0-33100.0-57602-11200-2110-4320000	.75	32-I	D	11-02-20	Burroughs High School
NAZARYAN, Marina	Instructional Assistant – Special Education	01.0-33100.0-57602-11200-2110-4310000	.8125	32-I	D	11-02-20	Burbank High School

Election – Monthly (Continued)

ORBISON-GUITIERREZ, Andrew	Counseling Assistant	01.0-00000.0-00000-31100-2210-3200000	.50	35-I	B	11-09-20		Luther Middle School
SMITH, Kristie	Attendance Clerk	01.0-00000.0-00000-27000-2410-3210000	.50	33-I	C	11-09-20		Jordan Middle School
TEDROW, Hannah	Instructional Assistant – Special Education	01.0-33100.0-57602-11200-2110-4320000	.8125	32-I	D	11-19-20		Burroughs High School

Election – Hourly

ARZUMANYAN, Anahit	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000 01.0-01500.0-00000-27000-2950-7422000		16.24 16.24	G G	10-22-20 07-01-20	12-18-20 05-31-21	Emerson Elementary Instructional Services
AVAKIAN, Jacqueline	Instructional Assistant Children's Center	12.0-61050.1-11100-10000-2130-2160000		32-I	G	10-26-20	10-30-20	Washington Children's Center
BABAIAN, Agatia	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		32-V	D	10-15-20	12-31-20	Bret Harte Children's Center
CAMPOS, Mariela	Career Center Technician	01.0-31820.0-32000-31100-2240-5309000		39-VI	B	11-01-20	06-30-21	Monterey High School
FLORES, Daniel	Custodian	01.0-00000.0-11100-10009-2960-7552000		35-I	G	10-28-20		Facilities Services
FLORES, Fernando	CC Service Worker	12.0-90603.0-00000-82110-2230-5300000 12.0-61050.1-00000-82110-2230-2160000 12.0-61050.1-00000-82110-2230-5300000 12.0-61050.0-00000-82100-2230-2160000		33-IV	A	10-21-20		Child Development
LEPATAN, Paul	Lead Technology Support Specialist	01.0-32200.0-57602-11100-2440-7449000 01.0-32200.1-00000-77000-2440-7409000 01.0-32200.2-00000-77000-2440-7409000	.3333 .3333 .3334	61-VI	A	10-13-20		Technology Services
LEVITT, Edward	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	10-01-20	11-30-20	Burbank Adult School
LOPEZ, Guillermo De Jesus	Instructional Assistant Special Education	01.0-00000.0-11100-10009-2960-7552000		32-I	G	11-04-20		Special Education
LUNDBERG, Nuria Basanez	Bilingual Translator	01.0-01500.0-00000-27000-2950-7442000 01.0-90904.0-50010-27000-2950-7448000		16.24 16.24	G G	08-01-20 11-02-20	05-32-21 06-30-21	Instructional Services Special Education
MELIKIAN, Lilia	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		32-VI	D	09-21-20	12-31-20	Bret Harte Children's Center

Election – Hourly (Continued)

RIOJAS, Regina	Instructional Assistant-Children's Center	01.0-00000.0-11100-10009-2960-7552000	32-I	G	11-17-20		Children's Center
WILLIAMS, Randall	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000	29.51	F	10-01-20	12-21-20	Burbank Adult School

Election – Walk on Coach

BRODIE, Steven	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	13.09	F	10-01-20	12-31-20	Burroughs High School
CALDERON, Nicholas Alexander	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	13.09	F	12-01-20	02-28-21	Burroughs High School
GROTE, Laura Lyman Buyrn	Short Term Athletic	01.0-90904.0-17006-41002-2171-3228100	13.09	F	11-01-20	05-23-21	Muir Middle School
MARBACH, Daniel Stephen	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	13.09	F	12-01-20	02-28-21	Burroughs High School
NAVARRO, Mark Anthony	Short Term Athletic	01.0-90711.0-17016-42001-2171-4328000	13.09	F	08-01-20	06-30-21	Burroughs High School
SALMERON, Frank	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	13.09	F	12-01-20	02-28-21	Burroughs High School

Signature Sarah Viemann

Title: Assistant Superintendent, Human Resources Services

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21000170	CROWN CASTLE FIBER LLC	C/O 1: REVISE VENDOR NAME; 2020-21 BLANKET ORDER; DISTRICTWIDE HIGHSPEED BANDWIDTH INTERNET ACCESS; BOARD APPROVED 5/19/16	TECHNOLOGY SERVICES	010	$15,300.12
21000388	MARBLE & BRONZE ART INC	C/O 1: INCREASE BY $1,520 - GIFT FUNDS; SCULPTURE PEDESTAL; ARTS FOR ALL FUNDS	MUIR MIDDLE SCHOOL	010	$3,628.75
21000634	SPECIAL EDUCATION PARENTS	C/O 1: CANCEL ORDER; REIMBURSEMENT TO PARENTS FOR EDUCATIONAL SERVICES AND TRAVEL EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 7/16/20	SPECIAL EDUCATION	010	$11,990.00
21001083	SCORPIO ENTERPRISES	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$1,895.55
21001085	DeSOTO SALES, INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$74.43
21001117	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 2: CANCEL BACKORDER; OFFICE SUPPLIES	WASHINGTON ELEMENTARY	010	$53.44
21001147	AMAZON CAPITAL SERVICES	C/O 1: REORDER ITEM; OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$60.62
21001203	THE HOME DEPOT F/K/A SUPPLYWORKS	C/O 1: INCREASE BY $589.45: CUSTODIAL EQUIPMENT	LUTHER BURBANK MIDDLE SCHOOL	010	$1,227.80
21001274	ENRICH LA	C/O 1: REDUCE BY $1,400.00; CONSULTANT AGREEMENT; ENVIRONMENTAL ONLINE PROGRAM SERVICES; GIFT FUNDS; BOARD APPROVED 9/17/20	STEVENSON ELEMENTARY	010	$1,700.00
21001342	TURF STAR, INC.	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$462.63
21001343	TARGET SPECIALTY PRODUCTS	PEST CONTROL	FACILITIES SERVICES	010	$3,105.37
21001344	CORNEJO'S AUTOMOTIVE	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$958.97
21001345	STAR FORD	NON-INSTRUCTIONAL REPAIR MATERIAL	FACILITIES SERVICES	010	$295.71
21001350	GARVEY EQUIPMENT COMPANY	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$192.11
21001387	US AIR CONDITIONING DISTRIBUTORS	C/O 1: REDUCE BY $220.41; HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$4,161.94
21001440	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$9,630.19
21001508	TEXTBOOK WAREHOUSE INC	BOOKS AND ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD APPROVED 6/2/2005	JOHN BURROUGHS HIGH SCHOOL	010	$133.18
21001509	DIVISION OF THE STATE ARCHITECT	DSA APPLICATION FEES; RELOCATABLE BUILDINGS @ MCKINLEY ES; BOND FUNDS	FACILITIES SERVICES	210	$27,017.50
21001510	TODAY'S CLASSROOM LLC	TECHNOLOGY SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$48.34

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21001511	SPECIAL EDUCATION PARENT	REIMBURSEMENT TO PARENT FOR TRAVEL EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/1/20	SPECIAL EDUCATION	010	$2,400.00
21001512	AMAZON CAPITAL SERVICES	BOOKS; CONTINUATION EDUCATION-MONTEREY FUNDS	MONTEREY HIGH SCHOOL	010	$35.73
21001513	AMAZON CAPITAL SERVICES	CLASSOOM SUPPLIES; TITLE III IMMIGRANT EDUCATION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$298.82
21001514	BOYLE, HOLLY	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE; GIFT FUNDS	EDISON ELEMENTARY	010	$120.00
21001515	FUNSTON, MICHELLE	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE; GIFT FUNDS	EDISON ELEMENTARY	010	$120.00
21001516	ZIMNY, PAMELA	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$164.00
21001517	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	WASHINGTON ELEMENTARY	010	$80.11
21001518	J TAYLOR EDUCATION, INC.	CLASSROOM MATERIALS; TITLE I FUNDS	MC KINLEY ELEMENTARY	010	$77.77
21001519	UME FEDERAL CREDIT UNION	HEALTH EQUIPMENT	PROVIDENCIA ELEMENTARY	010	$221.24
21001520	MARTIROSYAN, ANNA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	HORACE MANN CHILDREN´S CENTER	010	$211.17
21001521	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	COMMUNITY DAY SCHOOL	010	$14.32
21001522	JUNG, GRACE	REIMBURSEMENT TO TEACHER FOR FESTIVAL SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$255.00
21001523	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	COMMUNITY DAY SCHOOL	010	$54.34
21001524	ZOOM VIDEO COMMUNICATIONS INC	SOFTWARE SUBSCRIPTION; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$356.16
21001525	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT; CONTINUING EDUCATION FUNDS	MONTEREY HIGH SCHOOL	010	$22.04
21001526	USI EDUCATION & GOVERNMENT SALES	OFFICE SUPPLIES; GIFT FUNDS	HORACE MANN CHILDREN´S CENTER	010	$232.59
21001527	RIVERSIDE INSIGHTS	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,437.62
21001528	GREENFIELD LEARNING INC.	SOFTWARE LICENSES; MAA FUNDS	JORDAN MIDDLE SCHOOL	010	$1,972.00
21001529	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$4,668.35
21001530	BOOM LEARNING	SOFTWARE SUBSCRIPTION; GEER FUNDS	SPECIAL EDUCATION	010	$382.20
21001531	NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION	CARRYOVER OF PO 20001257; CONSULTANT AGREEMENT; 1:1 AIDE SUPPORT; SPECIAL EDUCATION; BOARD APPROVED 9/5/19	SPECIAL EDUCATION	010	$4,218.00
21001532	BURBANK OPTOMETRIC CENTER, INC.	CARRYOVER OF PO 20002945; CONSULTANT AGREEMENT; VISION THERAPY; SPECIAL EDUCATION FUNDS; BOARD APPROVED 1/16/20 AND 7/16/20	SPECIAL EDUCATION	010	$2,100.00

BURBANK UNIFIED SCHOOL DISTRICT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001533	EDUCATION THROUGH MUSIC L.A.	CONSULTANT AGREEMENT; MUSIC CLASSES; GIFT FUNDS; BOARD APPROVED 10/15/20	WASHINGTON ELEMENTARY	010	$5,531.50
21001534	UME FEDERAL CREDIT UNION	SOFTWARE LICENSE; GEER FUNDS	SPECIAL EDUCATION	010	$199.00
21001535	TEXTBOOK WAREHOUSE INC	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD APPROVED 6/2/05, 2/6/14 AND 5/5/16	BURBANK HIGH SCHOOL	010	$2,577.64
21001536	PETERSEN, NANCY	REIMBURSEMENT TO TEACHER FOR FESTIVAL SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$77.28
21001537	LONGTAIN, ROSANNE	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$26.72
21001538	SCOLARI, GIANNA	REIMBURSEMENT TO TEACHER FOR SOFTWARE SUBSCRIPTION; GIFT FUNDS	EDISON ELEMENTARY	010	$99.00
21001539	LOWE'S HOME IMPROVEMENT	CLASSROOM EQUIPMENT; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$693.47
21001540	FLINN SCIENTIFIC INC	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$370.62
21001541	VERNIER SOFTWARE & TECHNOLOGY	INSTRUCTIONAL MATERIALS; STEM GRANT FUNDS	BURBANK HIGH SCHOOL	010	$5,756.00
21001548	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$38,053.19
21001549	HP INC	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$4,564.75
21001550	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$1,305.26
21001551	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$587.85
21001552	CURRICULUM ASSOCIATES INC	SOFTWARE LICENSE; TITLE I & III FUNDS; BOARD APPROVED 6/18/20	WASHINGTON ELEMENTARY	010	$10,460.00
21001553	WEINER, ALEXIS	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$149.99
21001554	PERMA-BOUND A DIV OF HERTZBERG-NEW METHOD	BOOKS	MUIR MIDDLE SCHOOL	010	$126.07
21001555	HERFF JONES	DIPLOMAS AND CERTIFICATES	BURBANK HIGH SCHOOL	010	$11.59
21001556	DEMCO INC	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$84.54
21001557	MARTINEZ, BRIANA	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL MATERIALS	JEFFERSON ELEMENTARY	010	$100.00
21001558	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FISCAL SERVICES	010	$30.45
21001559	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$380.15
21001560	MYERS, GUY	REIMBURSEMENT TO TEACHER FOR DRAMA CLASS SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$1,154.13
21001561	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$506.74
21001562	KAHOOT! AS	SOFTWARE LICENSE; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$2,304.00

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21001563	KIM, BARBARA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$51.95
21001564	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT	MUIR MIDDLE SCHOOL	010	$10,442.08
21001565	MYSTERY SCIENCE INC	SOFTWARE SUBSCRIPTION; BOARD APPROVED 6/18/20	BRET HARTE ELEMENTARY	010	$1,249.00
21001566	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES	WASHINGTON ELEMENTARY	010	$28.89
21001567	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$64.28
21001568	PEAR DECK, INC.	SOFTWARE LICENSES; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$3,150.00
21001569	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$2,744.40
21001570	POCKET NURSE	HEALTH SUPPLIES	Health Services	010	$921.80
21001571	LAKESHORE CURRICULUM MATERIAL	BOOKS; TITLE III-LEP STUDENT PROGRAM FUNDS	STEVENSON ELEMENTARY	010	$319.73
21001572	FAGEN FRIEDMAN & FULFROST LLP	LEGAL FEES	FISCAL SERVICES	010	$183.60
21001573	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT; ARTS FOR ALL FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,041.56
21001574	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	BRET HARTE ELEMENTARY	010	$57.11
21001575	AMAZON CAPITAL SERVICES	SAFETY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$824.63
21001576	BERTRAND'S MUSIC	INSTRUMENT REPAIRS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$1,195.65
21001577	AMAZON CAPITAL SERVICES	STAFF SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$215.74
21001578	DEL RIO, ERICA	2020-2021 BLANKET ORDER; REIMBURSEMENT TO TEACHER FOR CLASSROOM MATERIALS & SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$100.00
21001579	BERTRAND'S MUSIC	INSTRUMENT REPAIRS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$2,708.27
21001580	DEMCO INC	CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$110.85
21001581	BERTRAND'S MUSIC	INSTRUMENT REPAIRS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$687.62
21001582	BERTRAND'S MUSIC	INSTRUMENT REPAIRS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$2,971.84
21001583	BERTRAND'S MUSIC	INSTRUMENT REPAIRS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$2,169.10
21001584	BERTRAND'S MUSIC	INSTRUMENT REPAIRS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$2,502.99
21001585	PRINTERSAURUS REX, INC.	BACK TO SCHOOL SPIRIT WEAR; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$1,678.00
21001586	DAGATA, PATTY	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$60.00
21001587	CRIS JOHNSON, INC.	CONSULTANT AGREEMENT; VIRTUAL ASSEMBLY SERVICES; GIFT FUNDS; BOARD APPROVED 11/5/20	EMERSON ELEMENTARY	010	$897.00
21001588	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	EMERSON ELEMENTARY	010	$1,102.50

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21001589	KLEINDIENST, LORI	SOFTWARE LICENSE; GEER FUNDS	SPECIAL EDUCATION	010	$139.92
21001590	SCHOOL APPTITUDE LLC	MOBILE APP ANNUAL HOSTING; TITLE I FUNDS; BOARD APPROVED 6/18/20	MC KINLEY ELEMENTARY	010	$996.00
21001600	ASTRO AUDIO/VIDEO LIGHTING INC	LIGHTING EQUIPMENT; ARTS FOR ALL AND GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$3,405.56
21001601	WILLIAM V MACGILL & COMPANY	HEALTH OFFICE SUPPLIES	Health Services	010	$280.70
21001602	CURRICULUM ASSOCIATES INC	SOFTWARE LICENSE; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$4,500.00
21001603	PUMPIAN-MINDLIN, ILYA	REIMBURSEMENT TO OFFICE MANAGER FOR CLASSROOM SUPPLIES; ADULT EDUCATION FUNDS	BURBANK ADULT SCHOOL	110	$98.81
21001604	KIM, BARBARA	REIMBURSEMENT TO TEACHER FOR OFFICE SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$197.68
21001605	LAKESHORE CURRICULUM MATERIAL	BOOKS; TITLE III IMMIGRANT EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$917.22
21001606	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR EDUCATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/15/20	SPECIAL EDUCATION	010	$16,210.00
21001607	ALTHOUSE, KELLY	REIMBURSEMENT TO PARENT FOR ASSESSMENT SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/5/20	SPECIAL EDUCATION	010	$1,500.00
21001608	NOREDINK CORP.	SOFTWARE LICENSE; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$8,500.00
21001609	LD ADVISORY	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION-WORKABILITY GRANT	SPECIAL EDUCATION	010	$25.45
21001610	NEW READERS PRESS	BOOKS; ADULT EDUCATION FUNDS	BURBANK ADULT SCHOOL	110	$161.67
21001611	FIRST BOOK	BOOKS; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$1,121.69
21001612	COMPLETE BOOK & MEDIA SUPPLY, LLC	BOOKS; ADULT EDUCATION FUNDS	BURBANK ADULT SCHOOL	110	$1,821.77
21001613	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; SPECIAL EDUCATION-WORKABILITY GRANT	SPECIAL EDUCATION	010	$4,112.24
21001614	AMAZON CAPITAL SERVICES	BOOK AND TECHNOLOGY SUPPLIES; TITLE III-LEP FUNDS	STEVENSON ELEMENTARY	010	$282.23
21001615	ADCO ROOFING	REPAIR ROOF LEAK IN BULIDING B AT BURBANK ADULT SCHOOL; DEFERRED MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	140	$2,500.00
21001616	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$66.06
21001617	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR EDUCATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/5/20	SPECIAL EDUCATION	010	$14,540.00
21001618	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FEE FOR BURBANK ADULT SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$125.00

BOARD DETAIL REPORT

Printed between 10/27/2020 & 11/16/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
21001619	SOUTHWEST SCHOOL & OFFICE SUPPLY	OUTDOOR FLAGS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,088.06
21001620	COAST APPLIANCE PARTS	FACILITY REPAIR MATERIAL; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$153.20
21001621	EDUCATION THROUGH MUSIC L.A.	CONSULTANT AGREEMENT; MUSIC CLASSES; GIFT FUNDS; BOARD APPROVED 9/17/20	PROVIDENCIA ELEMENTARY	010	$17,980.00
21001622	BERTRAND'S MUSIC	INSTRUMENT REPAIRS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,563.19
21001623	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT	MILLER ELEMENTARY	010	$141.08
21001624	LEBENS, DANIELLE NICOLE	CONSULTANT AGREEMENT; WELLNESS WORKSHOP; GIFT FUNDS; BOARD APPROVED 11/5/20	MUIR MIDDLE SCHOOL	010	$150.00
21001625	BERTRAND'S MUSIC	INSTRUMENT REPAIR AND MATERIALS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$75.94
21001626	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	STEVENSON ELEMENTARY	010	$22.03
21001627	CULBERTSON, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR OFFICE SUPPLIES; GIFT FUNDS	PROVIDENCIA ELEMENTARY	010	$110.18
21001628	SPECIAL EDUCATION PARENT	REIMBURSEMENT TO PARENT FOR STUDENT PLACEMENT SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/5/20	SPECIAL EDUCATION	010	$55,000.00
21001629	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; MAA FUNDS	BRET HARTE ELEMENTARY	010	$129.19
21001630	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$10.36
21001631	AMAZON CAPITAL SERVICES	ART SUPPLIES	WASHINGTON ELEMENTARY	010	$23.90
21001632	WRIGHT, STACEY	REIMBURSEMENT TO NURSE FOR OFFICE SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$44.03
21001633	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$77.18
21001634	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$97.33
21001635	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	ROOSEVELT ELEMENTARY	010	$99.51
21001636	DODD, SHARIE	REIMBURSEMENT TO TEACHER FOR OFFICE SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$85.67
21001637	ARETELABS	MATH COMPETITION FEES	INSTRUCTIONAL SERVICES	010	$254.00
21001638	UME FEDERAL CREDIT UNION	OFFICE SUPPLIES	MC KINLEY ELEMENTARY	010	$315.19
21001639	SCHOOL SPECIALTY, INC	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$97.37
21001640	MILLER, GREG	REIMBURSEMENT TO PRINCIPAL FOR SCHOOL SUPPLIES	MUIR MIDDLE SCHOOL	010	$32.80
21001641	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$63.44
21001642	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; GEER FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$969.72

BOARD DETAIL REPORT

Printed between 10/27/2020 & 11/16/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
21001643	LEARNING WITHOUT TEARS	INSTRUCTIONAL MATERIALS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$94.35
21001644	UME FEDERAL CREDIT UNION	SOFTWARE SUBSCRIPTION; TITLE III IMMIGRANT EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$120.00
21001645	SERBAN SOUND AND COMMUNICATIONS	FACILITY REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$3,240.02
21001646	BOOM LEARNING	SOFTWARE LICENSE; GEER FUNDS	SPECIAL EDUCATION	010	$188.00
21001647	LEARNING WITHOUT TEARS	SOFTWARE SUBSCRIPTION; GEER FUNDS	SPECIAL EDUCATION	010	$9.99
21001648	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$241.45
21001649	ARENAL, SHANNON L	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR SOFTWARE LICENSE; GEER FUNDS	SPECIAL EDUCATION	010	$78.80
21001650	RUSSON, ROBYN	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$120.00
21001651	SUNWARD FLAG COMPANY LLC	OUTDOOR FLAGS	JOHN BURROUGHS HIGH SCHOOL	010	$199.63
21001652	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT; ARTS FOR ALL FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,041.56
21001653	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$1,241.03

PO Count: **147** **Total:** **$361,666.84**

Printed between 10/27/2020 & 11/16/2020

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	139	$329,120.42
110	Adult Education Fund	3	$2,082.25
120	Child Development Fund	2	$793.47
130	Cafeteria Fund	1	$153.20
140	Deferred Maintenance Fund	1	$2,500.00
210	Building Fund	1	$27,017.50
		Total:	**$361,666.84**

12/17/2020

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	
6771983	6771993		26095347	26095347	
6773210	6773233		26096540	26096577	
6774917	6774949		26098471	26098488	
6775196	6775339		558375	558376	
6777400	6777402		26100456	26100487	
6779051	6779083		26101886	26101907	
6781791	6781801		26103662	26103679	
2256601	2256782		26105019	26105036	
2270163	2270845		559381	559381	
2286888	2286895		26112441	26112476	
2294094	2294130		559660	559664	
			26113982	26113996	
			26115526	26115534	
			560632	560632	
			26117091	26117122	

11/2/20 - 11/10/20 **$ 3,061,228.10** **10/30/20 -11/16/20** **$ 2,723,185.07**

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Kathy Sessinghaus, Director of Food Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	December 17, 2020
SUBJECT:	Approval of Agreement for Professional Services, Super Cooperative Purchasing Group – A California USDA Foods Cooperative

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Background:
The Food Service department has been a member of the Super Cooperative since 2015. San Mateo-Foster City School District is the Lead Agency of the Super Cooperative and is given the authority to contract for donated USDA Foods and related services on behalf Member Districts.

Discussion/Issues:
The benefits for being a member of the Super Cooperative is to allow the Lead Agency to actively order, receive, store, maintain inventory and distribute all donated commodity foods as determined by the California Department of Education, Nutrition Services Division.

Fiscal Impact
The Annual Renewal Fee shall be 0.3% of the current year USDA Foods entitlement on July 1st of each year. A State Administrative Fee of $0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors. Delivery fees as per member district through selected distributors.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the Super Cooperative Purchasing Group, effective July 1, 2021 through June 30, 2022, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

SY2021-22 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative

SUPERCO-OP
The commodity world made simple.

Member District: Burbank Unified School District

Please check (✓) your response:

☑	We plan to CONTINUE membership with Super Co-Op for SY2021-22.
☐	We do NOT plan to continue membership with Super Co-Op for SY2021-22. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.

2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2021-22. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.

3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.

4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.

5. SY2021-22 Fees:

   Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2021.

   Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.

   State Administrative Fee of $0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.

   Delivery fees as per member district selected distributors.

   All fees are subject to change, as approved by the Super Co-Op Governing Council.

   Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.

6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.

8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.

9. Member District shall respond to pre-planners and offerings promptly.

10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.

11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.

12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.

13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.

14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.

15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.

16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Kathy Sessinghaus
Title	Director of Food Services
Telephone	818-729-4540
Email	Kathysessinghaus@burbankusd.org

Accounts Payable Contact	
Name	Susie Dunn
Title	Operations Coordinator
Telephone	818-729-4542
Email	susiedunn@burbankusd.org

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

17. Each individual executing this Annual Renewal of Services on behalf of Member District represents, for the benefit of Lead Agency, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Member District.

18. Lead Agency and Member District acknowledge that this Annual Renewal of Services is subject to approval by the Member District's Board and this Annual Renewal of Services shall not be effective until after the Member District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on _____, 20 20

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2020 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
asoliz@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-1968

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Center for Educational Development and Research (CEDR) is a department of the San Joaquin County Office of Education (SJCOE). CEDR is the developer of programs such as ED-JOIN and Special Education Information System (SEIS), among others. Since August 2011 the foothill SELPA and Burbank Unified School District have used SEIS, a web-based data organizational system that allows centralized online access for writing IEPs, the management of Special Education data and facilitates the reporting of the California Special Education Management System (CASEMIS) data to the California Department of Education. Since August 2011 the District has contracted with SJCOE to provide integration services that facilitate the transfer of demographic information for special education students from Aeries (the District's student information management service) to SEIS.

Discussion/Issues:

Staff is requesting that the District continue to contract with SJCOE to provide integration services for the SEIS data organization and management system, which supports the bidirectional data transfer from Aeries.

Fiscal Impact:

Not to exceed $3,315 for the 2020/2021 school year. The annual maintenance fee for professional services from SJCOE for SEIS integration components and services is $1.50 per student based on the current special education count as of the December 1, 2018 CASMIS count. This fee may change based on the number of special education students served by the District.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District (BUSD) and San Joaquin County Office of Education (SJCOE), to provide professional services, effective July 1, 2019 through June 30, 2022, not to exceed $8,959.50 (01.0-65000.0-50010-27000-5632-744-1000), and that authority to sign the agreement be exercised pursuant to BUSD- AR 3314, as presented.

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 18th day of December 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and San Joaquin County Office of Education (SJOE/CEDR) hereinafter referred to as "Consultant."

Payee's Name San Joaquin County Office of Education (SJOE/CEDR) Phone Number 209-292-2662 Email rachwanden@sjcoe.net

Mailing Address: PO Box 213030 Stockton CA 95213

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

Board Approval: 12/17/2020

Account Code: 01.065000.0-50010-27000-5632-7441000

The assignment □ **will or** ▪ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour□/ per day □/ per session□ for a total not to exceed $3,315 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: July 1, 2020 and terminating on June 30, 2021.
3. Payment Terms: Net 60 Days

   To continue integration services of SEIS to Aeries

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

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

johnny arguelles (Nov 13, 2020 07:40 PST) 11/13/2020

Fiscal Services Administrator Date Consultant Date

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

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to conduct a comprehensive developmental vision assessment for the Special Education Student 160003888, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is obligated to provide assessments for students who attend our schools, even if the District doesn't have the staff to do so and, therefore, is required to contract with an agency to remain in compliance with IEP regulations and/or settlement agreements.

Fiscal Impact:

Not to exceed $425.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide a comprehensive vision assessment and attend an IEP meeting for Special Education Student 160003888, not to exceed $425 (01.0-65000.0-57602-11900-5850-7440000), effective November 18, 2020 through January 1, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 18th day of December 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Burbank Optometric Center hereinafter referred to as "Consultant."

Burbank Optometric Center	bocappointment@gmail.com	818-845-3549
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 1032 North Hollywood Way	Burbank,	CA	91505
	City	State	Zip

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

Board Approval Date: 12/17/2020 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $425.
2. The term of the Agreement shall be the period commencing on 11/18/2020 and terminating on 01/01/2021.
3. Consultant will provide the following services:
   Consultant to provide a comprehensive assessment which includes the written report for special education student 160003888.
4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will submit invoices on a monthly basis and be paid after invoice has been processed.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

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

Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services to conduct a vocational and transitional assessment for the Special Education Student 950101528, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is obligated to provide assessments for students who attend our schools, even if the District doesn't have the staff to do so and, therefore, is required to contract with an agency to remain in compliance with IEP regulations and/or settlement agreements.

Fiscal Impact:

Not to exceed $1,700.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Haynes Family of Programs to provide a vocational and transitional assessment and attend an IEP meeting for Special Education Student 950101528, not to exceed $1,700 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2020 through Jun 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 18th day of December 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Haynes Family of Programs hereinafter referred to as "Consultant."

Payee's Name: Haynes Family of Programs Daytime Phone Number 909-593-2581 X208 Email Address: cmikuljan@leroyhaynes.org

Mailing Address: PO Box 400 (Address) La Verne, CA (City and State) 91750 (Zip)

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

Board Approval: 12/17/2020

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

The assignment ☐ **will or** ☐ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance. Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____**

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of ~~$ 175 per~~ hour▪/ per day ☐/ per session ▪ for a total not to exceed $ 1,700 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 11/23/2020 and terminating on 06/30/2021.
3. Payment Terms: Net 45 Days

   Consultant to provide a Vocational/Transition Assessment for Special Education Student 950101528. Total not to exceed includes a written report and attendance to IEP meeting..

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

Burbank Unified School District of Los Angeles County

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

Tamara Schiern, Director of Special Education Date Consultant Date

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

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to provide an occupational therapy assessment for the Special Education Student 960027933, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is obligated to provide assessments for students who attend our schools, even if the District doesn't have the staff to do so and, therefore, is required to contract with an agency to remain in compliance with IEP regulations and/or settlement agreements.

Fiscal Impact:

Not to exceed $5,500.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Therapy In Action, to provide an occupational therapy assessment for Special Education Student 960027933, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 5, 2020 through May 31, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 4 2020. The effective date was from June 5, 2020 through December 30, 2020. Due to COVID 19, the assessor is unable to complete the assessment until restrictions are lifted. The amendment extends the original end date of December 30, 2020 to May 31, 2021 at no additional cost to the District.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 18th day of December 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Therapy In Action hereinafter referred to as "Consultant."

Therapy In Action	Emily@therapyinaction.com	818-708-2292 X105
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 18522 Oxnard St	Tarzana	CA	91356
	City	State	Zip

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

Board Approval Date: ~~06/04/2020~~ 12/17/2020 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $5,500.
2. The term of the Agreement shall be the period commencing on 06/05/2020 and terminating on ~~12/30/2020~~ 05/31/2021.
3. Consultant will provide the following services:

   An Occupational Therapy Assessment for Special Education Student 960027933. The assessment includes evaluation report, travel and attendance to the IEP meeting (up to 2 hours)..

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

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

Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to provide an augmentative assistive communication IEE for the Special Education Student 960010470, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $2,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Augmentative Communication Therapies, to provide an augmentative assistive communication IEE for Special Education Student 960010470, not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 2, 2020 through December 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was February 6, 2020. The effective date was from February 2, 2020 through June 30, 2020. Due to COVID 19, the assessor was unable to complete the IEE until restrictions were eased. The amendment extends the original end date of June 30, 2020 to December 30, 2020, at no additional cost to the District.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 7th day of February 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Augmentative Communication Therapies hereinafter referred to as "Consultant."

Augmentative Communication Therapies	cacottier@cacottier.com	626-351-5402
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 2591 Catherine Road	Pasadena	CA	91101
	City	State	Zip

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

Board Approval Date: ~~02/06/2020~~ 12/17/2020 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $__ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $2,000.
2. The term of the Agreement shall be the period commencing on 02/02/2020 and terminating on ~~06/30/2020~~ 12/30/2020.
3. Consultant will provide the following services:

   Independent Educational Evaluation in the area of Augmentative Assistive Communication and attend IEP meeting for Special Education Student 960010470.

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

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

Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to provide compensatory education for the Special Education Student 960029436, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $12,150.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Troy & Associates Educational Consulting, Inc., to provide compensatory education for Special Education Student 960029436, not to exceed $12,150 (01.0-65000.0-57602-11900-5850-7440000), effective November 5, 2020 through May 28, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was November 19, 2020. The effective date was from November 20, 2020 through May 28, 2022. This amendment is to change the start date of the agreement from November 20, 2020 to November 5, 2020.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 20th day of November 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Troy & Associates Educational Consulting, Inc. hereinafter referred to as "Consultant."

Troy & Associates Educational Consulting, Inc.	stroy110@aol.com	310-435-6993
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 4804 Laurel Canyon #751	Valley Village	CA	91607
	City	State	Zip

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

Board Approval Date: ~~11/19/2020~~ 12/17/2020 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $12,150.
2. The term of the Agreement shall be the period commencing on ~~11/20/2020~~ 11/5/2020 and terminating on 05/28/2022.
3. Consultant will provide the following services:

   Consultant to provide no more than 81 hours of compensatory education for special education student 960029436

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

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

Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	December 17, 2020
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

Due to the Covid 19 pandemic and school closures, there is a significant increase in the number of high school students failing classes this fall semester. In order to help students with IEPs stay on track to graduate, the Special Education Department is providing an online credit recovery program which will be overseen by credentialed special education teachers. The program will begin in January 2021, allowing students to make up fall credits while continuing to work on their spring coursework and will continue throughout the summer for any student with an IEP who needs it.

To implement this credit recovery program, the District is contracting with Cyber High, a program out of the Fresno County Superintendent of Schools. Cyber High provides online Special Education courses.

Discussion/Issues:

Staff is requesting the District contract with the Fresno County Superintendent of Schools "Cyber High" to facilitate high school credit recovery. In addition to providing online Special Education courses, Cyber High also provides UC/CSU a-g-courses and others that may serve well for students with unique needs. The contract allows for unlimited use by any student in the District.

Fiscal Impact:

The cost is not to exceed $37,359 and will be paid for out of COVID-19 funds.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Cyber High, to provide a credit recovery program for students with IEP's, not to exceed $37,359 (01.0-65000.0-57602-11900-5850-7440000), effective January 4, 2021 through January 4, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

CYBER HIGH USE LICENSE AND SERVICE AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement: _____

COVER

CLIENT	FCSS/CYBER HIGH
"Client": Burbank Unified School District Attn: Dr. Matt Hill, Superintendent, or Authorized Designee 1900 W. Olive Ave, Burbank, CA 91506 Phone: 818-729-4400 Email: matthill@burbankusd.org	**"FCSS"** or **"Cyber High":** Fresno County Superintendent of Schools Attn: Rob Cords, Director, Cyber High Fresno County Superintendent of Schools 1111 Van Ness Avenue, Fresno, CA 93721 Phone: (559) 265-4067 Email: rcords@fcoe.org

CONTRACT TERM (see § 3.1)

"Effective Date": January 4, 2021 **"Termination Date":** January 4, 2022

CYBER HIGH PRODUCTS. FCSS shall provide to Client each **"Cyber High Product"** that is marked below, collectively **"Cyber High Products"** ***(mark each applicable)***:

X **District or COE Level Agreement** _ **School Site Level Agreement** _ **Other:** _____

All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:

Burbank High School, John Burroughs High School, Monterey High School Continuation, Burbank Community Day School, Burbank Independent Learning Academy

X **"Cyber High Courses"**: Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions).

X **"Professional Development Training"**: Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location. Training services for Clients within California, who exceed a one-hundred-mile radius of 1111 Van Ness Avenue, Fresno, CA 93721, or those that justify an overnight stay due to the timing of the training, will be separately invoiced for $500. Any training taking place outside of California will be separately invoiced for $1500.

X **"Grade Report"**: Upon Client User Student passing a five unit course, FCSS will make Official Grade Report digitally available to the Student's school of record. It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User Student upon course completion.

X **"Client User Support":** FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours.

_ **"Other Products"*(specify)***:

CONTRACT AMOUNT. Client shall pay each **"Plan Payment"** that is marked below (collectively **"Contract Amount"***)* to FCSS ***(mark and complete as applicable, and attach exhibit if required)***:	PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following **"Payment Schedule"** ***(mark and complete as applicable)***:
X PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: $37,359.00	X SCHEDULE 1/PLAN PAYMENT YEAR 1: Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT Sheum Cused Assistant Superintendent

By: _____

Dr. Matt Hill, Superintendent
or Authorized Designee

FCSS

By: _____

Jim Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1 Scope of Use License and Obligations
Article 2 Payment
Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
Article 4 Indemnity
Article 5 Dispute Resolution
Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively **"Cyber High"**).

1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.

1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.

1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.

1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

1.2.1 CLIENT USERS. Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually **"Client User"** and collectively **"Client Users")** shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.

1.2.2 USE LICENSE. FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively **"FCSS Product"**) and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.

1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.

1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.

1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.

1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.

1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.

1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.

1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.

1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **"Confidential Materials"**) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

SECTION 1.7 DISPOSITION OF DATA. During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto **("Contract Term")** and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**) provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party **("Indemnitor")** shall indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to***: General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will issue and mail the Official Course and/or Unit completion Grade Report to the registrar of the Client User's permanent school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing District policy. / /

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	December 17, 2020
SUBJECT:	Approval of Instructional Consultant Services

Background:

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

Discussion and Issues:

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

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: December 17, 2020

Site	Name	Purpose	Dates	Cost	Appropriation Number
Washington Elementary School	Academic Entertainment	Students have been in distance learning for 7 months now and need exercise and guidance with eating healthy. Washington's PTA felt this assembly was appropriate and looked fun for all TK-5 grade students.	12/18/2020	$1,295.00	01.0-90201.0-11100-10000-5810-2168200
Instructional Services	The Music Center	The Music Center will be providing theatre and play writing workshops for EL students in grades 6-12. Sessions will be held via Zoom at Jordan, Luther, Muir, BHS and JBHS. These workshops will help students develop their communication skills.	1/4/2021 – 6/30/2021	$22,407.00	01.0-42030.0-47600-10000-5810-7429000
Monterey High School	Margaret Dawson	Staff development in learning how to embed executive functioning skills into our daily classroom routine. Ms. Dawson will provide five sessions: Introduction to Executive Skills, Advanced Skills & Connecting Executive Skills to Student Behavior, Introduction to Executive Skills to Students, Embedding Executive Skills into Lessons, and Embedding Executive Skills into Classroom Routines. She is also offering to do a parent, student presentation and provide a PowerPoint for teens.	1/13/2021 – 5/28/2021	$3,000.00	01.0-31820.0-32000-10000-5810-5309000
John Muir Middle School	Ernie T. Gritzewsky	Mr. Gritzewsky is an entertainer and comedian who will provide a virtual assembly for all three middle schools on mental health. The purpose of the assembly is to provide information about empowerment and how to maintain mental health in a way that is accessible for students. Students from all three middle schools are invited to attend.	1/22/2021	$2,000.00	01.0-90210.0-11100-10000-5810-3228000
Emerson Elementary School	Los Angeles Conservancy	The LAConservancy will provide a virtual field trip via an educator present at a notable location in Burbank to discuss the building's architecture and history. A follow-upcraft idea and suggested reading list is provided for parents and students.	1/8/2021 1/15/2021 1/22/2021	$0	N/A

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

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

Payee's Name Academic Entertainment Daytime Phone Number (800) 883-9883

Email Address whitney.aeshows@gmail.com

Mailing Address 1495 SW Lost Trail Drive, Pullman WA 99163

Sponsoring Administrator Brandi L. Young

Board Approval Date December 17, 2020

Account String 010-90201-0-11100-10000-5810-216-8200

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

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

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 1,295.00 per hour☐/ per day ☐/ per session■ for a total not to exceed $ 1,295.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 12/18/2020 and terminating on 12/18/2020.
3. Payment Terms: Pay in full after 12/17/2020.
4. Consultant will provide the following services:

   Two 45-minute virtual shows called the bFit Show where students will learn and get excited about eating healthy and exercise.

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title	Date	Consultant	Academic Entertainment	11/20/20 Date

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

Revised 06/19

ACADEMIC ENTERTAINMENT
1495 SW Lost Trail Drive, Pullman, WA 99163
PHONE: 800.883.9883 • FAX: 425.458.7968

QUOTE

Bill to: Burbank USD
1900 W. Olive Ave.
Burbank, CA 91506

For: Washington ES
2322 N Lincoln St.
Burbank, CA 91504

November 20, 2020

Academic Entertainment quotes to provide the following live, virtual school assembly program, The bFit Show, for a price of **$1295** for TWO 45-minute shows at 9am/10:15am on December 18.

Following is the program description.

The bFit Show VIRTUAL

The Virtual bFit Show
Live beginning in January Dec 18 morning Various Dates
$795 or 2/$1295, AM/PM $1590
Pre-recorded $495 approx. 35 minutes
K-6. YouTube Pre-recorded, Zoom preferred (January), Capacity 300 screens.
Get your kids excited about eating healthy and exercise!
More details on the program webpage: https://www.academicentertainment.com/bfit

We're holding Dec 18 in the morning for your school. Once this quote is approved, let us know and we will email you an invoice! Thank you! We look forward to working with you!

Sincerely,

Whitney Aguilar, MBA
Academic Entertainment, Inc.

DocuSign Envelope ID: 891F9330-E8A9-4202-8330-5D6E8F2A1269

THE MUSIC CENTER

135 NORTH GRAND AVENUE
LOS ANGELES, CA 90012

CONTRACT FOR SERVICES

November 24, 2020

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
(818) 729-4400
Contact: Jennifer Goldenberg, Coordinator of ELD Services– (818) 729-4495

SERVICES TO BE PROVIDED
SCHOOL YEAR 2020-2021

Description of Program:

100% LIVE SYNCHRONOUS THEATRE WORKSHOPS - Via Zoom
Classroom Support Visits & Artist/Teacher Collaboration – David Guerra & Kathryn Johnson Schwartz, Theatre

1. 6 classroom sessions x 15 classrooms @ $110/hour	**$9,900**
2. 6 hours of planning meetings (initial/mid-way) with 14 teachers x two artists @ $110/hour	**$1,320**
3. 3 hours of Curriculum Development x 15 classrooms @ $110/hour	**$4,950**
4. 3 hours Artist/Teacher planning x 15 classrooms @ $110/hour	**$4,950**
5. 1 hour Evaluation and Assessment Meeting x two artists @ $110/hour	**$220**
Administrative Planning Cost	**$1,067**
NOT TO EXCEED:	
TOTAL FEE =	**$22,407**

Burbank Unified School District

I. This agreement shall be in effect from January 4, 2021 through June 30, 2021 ("Term"), unless otherwise terminated by: (i) mutual agreement or (ii) a party, with or without cause, by giving the other party 30 days' prior written notice of termination. Should this agreement 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, but in no event no later than June 30, 2021. School partner shall pay such invoice within 30 days of the date of the invoice.

SCHEDULE: January 4, 2021 through June 30, 2021

TERMS AND CONDITIONS:

1. The Performing Arts Center of Los Angeles County ("Music Center") has agreed to supply and the above-named School Partner has agreed to purchase the art program(s) and/or workshop(s) in video described in SERVICES TO BE PROVIDED above ("Program"), for the total fee amount shown above.
2. Music Center grants School Partner a non-exclusive, non-transferable non-sublicensable license solely to display the Program in video form to the school population designated in this agreement during the Term.
3. Except as permitted in Item 2, School Partner agrees they will not download, reproduce, share, use or otherwise exploit the provided Program.
4. School partner will communicate with school educators, staff, students, parents and the school community that they are not authorized to download, reproduce, share, use or otherwise exploit the Program outside of the school population specified in this agreement.
5. Events may be rescheduled by the School Partner with at least two business days' advance notice to Music Center's School Programs without penalty. The School Partner may cancel the event(s), but must give at least 30 days' advance notice to The Music Center's School Programs of the cancellation in order to avoid any fee associated with the canceled event. The School Partner will be charged for any event cancelled with less than 30 business days' advance notice.
6. If 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 that the School partner may incur as a result of such cancellation and/or rescheduling.
7. NO FILMING, TAPING OR VIDEOTAPING OF ANY PROGRAM IS PERMITTED, DUE TO CONTRACTUAL AND UNION RESTRICTIONS.
8. Workshop and performance space, program equipment and/or materials are the responsibility of the School partner. Material charges referenced above refer only to additional material to be provided by the artist and/or the Music Center.
9. Except for the licenses expressly granted to School partner in this Agreement, School partner acknowledges that all right, title, and interest in and to the Program, as well as any modifications or improvements made thereto by or on behalf of School partner are owned and/or controlled by Music Center.
10. This Agreement, including and any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter

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 of December, 20 20 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Margaret M. Dawson hereinafter referred to as "Consultant."

Payee's Name Margaret M. Dawson Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator David Guyer, Principal MHS

Board Approval Date December 17, 2020

Account String 010-31820.0-32000-10000-5810-530-9000

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

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

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 3000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on _____ and terminating on tbd.
3. Payment Terms: $1,500.00 Jan 13, 2021, and balance after last session
4. Consultant will provide the following services:

   Professional Development Trainings via Webinar

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title _____ Date _____

Consultant Margaret M. Dawson 11/19/20 Date

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

Revised 06/19

Embedding Executive Skills into Classroom Lessons and Daily Routines

Session 1 (1.5 hours) — Introduction to Executive Skills

- Breakout rooms: participants share their ESQ profiles, talk about how they use their strengths on the job; how they work around their weaknesses
- Poll: Where do executive skills come from?
- Overview of the field, with definitions of terms
- Presentation of the first 6 foundational executive skills

Session 2 (1.5 hours) — Advanced skills and connecting executive skills to student behavior

- Presentation of the advanced skills
- How does distance learning stress executive skills?
- Poll: Of the 11 skills, which ones do students struggle with the most during distance/hybrid learning?
- Connecting executive skills to student behavior
- Breakout rooms: game—matching behaviors to specific executive skills

Session 3 (1 hour) — Introducing executive skills to students

- This session will focus on the importance of sharing executive skill concepts and terminology with students. Ways to present information, including self-assessments, lessons, and classroom/homework activities will be discussed. Sample lessons, assignments will be shared.

Session 4 (1 hour) — Embedding executive skills into lessons

- Teachers will be asked to bring to this session an example of a lesson or assignment they use in their classrooms. A 4-step process for embedding executive skills into those lessons will be outlined
- Breakout rooms: small groups will practice the process (groups may be selected based subject matter or grade level taught).

Session 5 (1 hour) — Embedding executive skills into classroom routines.

- A process for helping teachers identify brief classroom routines that could be used to solve issues associated with weak or not-yet-fully-developed executive skills.
- Breakout rooms: small groups will practice the process of designing a step-by-step routine to be implemented either in the classroom or to support distance learning.

Session (1 hour)

Goal-setting and problem solving

- This session will present strategies for working either with groups or with individual students with executive skill challenges to help students learn how to set goals and to generate strategies to overcome obstacles that make it hard for them to access their executive skills. Prior to the session teachers will be asked to complete a survey (the Executive Skills Problem Checklist) that will help identify the most common problems affecting their students.

Optional Components

- When a school hires me to do professional development training with staff, I am happy to offer a presentation for parents (1.5 hours) at no additional cost.
- I am also happy to do a presentation for students. This might be the most efficient way to convey to introduce students to executive skills. Teachers could then follow up this presentation with other lessons, activities, assignments to reinforce the skills. I have developed a PowerPoint for teens that takes about 30-45 minutes to present.

The Sessions will be taught remotely using Zoom technology (or something similar), with the schedule to be determined. Weekly sessions would be preferable to monthly, so that teachers could begin to use the information quickly.

Cost: $3000.

Margaret M. Dawson



EXPERIENCE

2010 – Present

Seminar presenter for PESI/CMI Education Institute, Inc., a non-profit organization that provides continuing professional development for various professionals in the medical, education, and mental health fields. Seminar instructor (ca. 30 seminars per year) for a seminar titled *Smart but Scattered: Executive Dysfunction at Home and at School.*

September 1992 - Present:

Psychologist, Center for Learning and Attention Disorders, Seacoast Mental Health Center, Portsmouth, New Hampshire. Responsibilities include performing assessments of and providing case consultation on children and adults with learning disabilities and attention deficits. I also provide consultation to other school psychologists and regularly do in-service training and workshop presentations on a variety of topics, including assessment, attention deficits, learning disabilities, executive skills, and retention.

1987 - 1998

Instructor for a graduate level course at the University of New Hampshire, "Assessment of Students with Learning Difficulties." Assessment areas covered: formal assessment, behavioral assessment, curriculum-based measurement, informal assessment, environmental assessment, performance-based assessment, as well as assessment of specific academic skill areas.

September 1990 - June 1992

School Psychologist, School Administrative Union #56, Somersworth, New Hampshire. Responsibilities included consultation to teachers, parents, and administrators, psycho-educational evaluations, providing in-service training, establishing curriculum-based measurement procedures to assess academic progress.

September 1983 - June 1991

School Psychologist, Exeter Public Schools. Provide school psychological services, preschool to grade 3. Responsibilities included performing psycho-educational evaluations, consulting with teachers and administrators, counseling, providing in-service training and workshops for parents and teachers, and supervising other psychologists employed by the school district.

September 1979 to June 1984

School Psychologist, Strafford Learning Center, Somersworth, New Hampshire. Was responsible for providing school psychological services, primarily assessments, to School Administrative Union #44 which included 8 communities and 13 schools.

July 1978 to May 1979

Director, School Consultation Department, Bath-Brunswick Area Mental Health Center, Brunswick, Maine. Administrative responsibilities included supervision of a staff of four, program planning and development, and contract negotiations with school districts. Also consulted in the schools.

Fall 1978

Introductory Psychology instructor, University of Maine. Taught in Bath, Maine.

September 1977 to June 1978

School Psychologist, Bath-Brunswick Area Mental Health Center. Provided school consultation to 5 Head Start Centers, 5 elementary schools, 1 junior high school, and 2 high schools. Also performed diagnostic evaluations for the Maine Department of Human Services.

September 1976 to August 1977

Psychologist Intern, Huntington Union Free School District, Huntington, New York. Internship sponsored by the National Institute of Mental Health.

September 1975 to May 1976

Graduate Instructor for undergraduate Educational Psychology course, University of Virginia

Summer 1974

Preschool teacher, Woods Hole Child Center, Woods Hole, Massachusetts

September 1972 to June 1973

Teacher aide for remedial reading class, Stockton Springs, Maine

EDUCATION

Ed.D. in School/Child Clinical Psychology: University of Virginia, Charlottesville, Virginia, 1978

M.Ed. in School/Child Clinical Psychology: University of Virginia, 1974

A.B. in Psychology: Oberlin College, Oberlin, Ohio, 1972

Graduate: Lawrence High School, Falmouth, Massachusetts, 1968

SELECTED PUBLICATIONS

Dawson, P. (2020). The role of serendipity and opportunity in shaping a career in school psychology. In Lidz, C. *Women leaders in school psychology: Career retrospectives and guidance.* Switzerland: Springer.

Strait, J. E., Dawson, P., Walther, C., Strait, G. G., Barton, A., & McClain, M. (accepted December 2018). Refinement and psychometric evaluation of the Executive Skills Questionnaire-Revised. *Contemporary School Psychology.*

Dawson, P. & Guare, R. (2018). *Executive skills in children and adolescents: A practical guide to assessment and interventions.* 3rd Edition. New York: Guilford Press.

Dawson, P. & Guare, R. (2017). *The work smart academic planner, 2nd edition.* New York: The Guilford Press.

Dawson, P. & Guare, R. (2016). The Smart but Scattered guide to success: How to use your brain's "executive skills" to keep up, stay calm, and get organized at work and at home. New York: Guilford Press.

Dawson, P. & Guare, R. (2015). *The work-smart academic planner: Write it down, get it done.* New York: Guilford Press.

Dawson, P. (2014). Best practices in assessing and improving executive skills. In Harrison, P. & Thomas, A. *Best Practices in School Psychology.* Bethesda, Maryland: National Association of School Psychologists.

Dawson, P. & Guare, R. (2014). Interventions to promote executive skill development in children and adolescents. In S. Goldstein & J. A. Naglieri, *Handbook of executive functioning*. New York: Springer.

Guare, R., Dawson, P., & Guare, C. (2013). *Smart but scattered teens: The revolutionary "executive skills" approach to helping teens reach their potential*. New York: Guilford Press.

Dawson, P. & Guare, R. (2012). *Coaching students with executive skills deficits*. New York: Guilford Press.

Martin, C., Guare, R., & Dawson, P. (2010). *Work your strengths: A scientific process to identify your skills and math them to the best career for you*. NY: American Management Association.

Dawson, P. & Guare, R. (2009). *Smart but Scattered: The revolutionary "executive skills approach to helping kids reach their potential*. New York: Guilford Press.

Dawson, P. (2008). Best practices in managing homework. In Thomas, A. & Grimes, J. (Eds.), *Best Practices in School Psychology V.* Bethesda, Maryland: National Association of School Psychologists.

Ysseldyke, J., Burns, M., Dawson, P., Kelley, B., Morrison, D., Ortiz, S., Rosenfield, S., Telzrow, C. (2008). Blueprint for Training and Practice as the Basis for Best Practices. In Thomas, A. & Grimes, J. (Eds.), *Best Practices in School Psychology V.* Bethesda, Maryland: National Association of School Psychologists.

Martin, C., Dawson, P., & Guare, R. (2007). *Smarts: Are we hardwired for success?* NY: American Management Association.

Dawson, P. (2005). Using interviews to understand different perspectives in school-related problems. In R. Brown-Chidsey (Ed.), *Problem-solving based assessment for educational intervention*. New York: Guilford Press.

Dawson, P. (2005). More proof sleepy teens learn less. *The Education Digest, 70 (8)*, 43-48.

Dawson, P. (January 2005). Sleep and adolescents. *Principal Leadership*. [This article appeared in both the Middle Level and the High School edition of this journal].

Guare, R. & Dawson, P. (August, 2004). Executive skills in children and adolescents: Implications for clinical practice. *The Brown University Child and Adolescent Behavior Letter*.

Dawson, P. (2004). Attention Deficit/Hyperactivity Disorder (ADHD): Information for teens. In A.S. Canter, L.Z. Paige, M.D. Roth, I. Romero, & S.A. Carroll (Eds.), *Helping children at home and school II: Handouts for families and educators.* Bethesda, MD: National

Association of School Psychologists. In A.S. Canter, L.Z. Paige, M.D. Roth, I. Romero, & S.A. Carroll (Eds.),

Dawson, P & Guare, R. (2004). Executive skills: Information and strategies for educators . In . In A.S. Canter, L.Z. Paige, M.D. Roth, I. Romero, & S.A. Carroll (Eds.), *Helping children at home and school II: Handouts for families and educators.* Bethesda, MD: National Association of School Psychologists.

Dawson, P. (2004). Homework: A guide for parents. In . In A.S. Canter, L.Z. Paige, M.D. Roth, I. Romero, & S.A. Carroll (Eds.), *Helping children at home and school II: Handouts for families and educators.* Bethesda, MD: National Association of School Psychologists.

Dawson, P. (2004). Sleep and sleep disorders in children and adolescents: Information for parents and educators. In A.S. Canter, L.Z. Paige, M.D. Roth, I. Romero, & S.A. Carroll (Eds.), *Helping children at home and school II: Handouts for families and educators.* Bethesda, MD: National Association of School Psychologists.

Dawson, P. (2004). Coaching the student with AD/HD. *Health in Action, 2(4),* p. 7.

Harrison, P.L., Cummings, J.A., Dawson, M., Short, R.J., Gorin, S., & Palomares, R. (2004). Responding to the needs of children , families, and schools: The 2002 Conference on the Future of School Psychology. *Journal of School Psychology, 33,* 12-33.

Dawson, M., Cummings, J.A., Harrison, P.L., Short, R.J., Gorin, S., & Palomares, R. (2004). The 2002 Multisite Conference on the Future of School Psychology: Next steps. *School Psychology Review, 33,* 115-125.

Dawson, P. & Guare, R. (2003). *Executive skills in children and adolescents: A practical guide to assessment and interventions.* New York: Guilford Press.

Guare, R. & Dawson, M. (2001). Neuropsychological assessment in the schools. In Armengol, C.G., Kaplan, E. & Moes, E.J. (Eds.) *The Consumer-Oriented Neuropsychological Report.* Lutz, FL: Psychological Assessment Resources, Inc.

Dawson, M.M. (2000). Big problems, big obstacles: The challenge for school psychology. *School Psychology Review, 29,* 573-574.

Sheppard, J. & Dawson, M.M. (1998). Educational and school psychology in the United Kingdom and the United States: An introduction. *School Psychology Review, 27,* 7-13. This article also appeared in (1998), *Educational and Child Psychology, 15,* 6-14.

Dawson, P. (1998). How we can solve the homework problem. *Education Week,* Vol. 27 (27), p. 45.

Dawson, M.M. & Guare, R. (1998). *Coaching the ADHD Student.* Toronto, Canada: Multi-Health Systems, Inc.

Meredith, K.S., Steele, J.L., & Dawson, M. (1997). Children and reading. In Bear, G., Minke, K. & Thomas, A. (Eds.) *Children's Needs, Second Edition.* Bethesda, MD: National Association of School Psychologists.

Dawson, M. M. (1995). Best practices in promoting alternatives to ability grouping. In Thomas, A. & Grimes, J. (Eds.), *Best Practices in School Psychology III.* Silver Spring, Maryland: National Association of School Psychologists.

Dawson, M. M. (1995). Best practices in planning interventions for students with attention disorders. In Thomas, A. & Grimes, J. (Eds.), *Best Practices in School Psychology III.* Silver Spring, Maryland: National Association of School Psychologists.

Dawson, M. M. (1994). Will the real school psychologist please stand up: Is the past a prologue for the future of school psychology? *School Psychology Review, 23*, 601-603.

Slate, J.R., Jones, C.H., Dawson, P. (1993). Academic skills of high school students as a function of grade, gender, and academic track. *The High School Journal, 76,* 245-251.

Dawson, M.M. and Ott, C.A. (1991). Keeping students back: What are the facts? *PTA Today Magazine*, Vol. 17, No. 1.

Dawson, M.M. & Rafoth, M. (1991).Why student retention doesn't work. *Streamlined Seminars*, Volume 9, No. 3. Washington, D.C.: National Association of Elementary School Principals.

Dawson, M.M. & Knoff, H.M. (1991). Toward improved early childhood education in the twentieth century. In Elkind, D. (Ed.), *Perspectives on Early Childhood Education.* Washington, D.C.: National Education Association.

Dawson, M.M., Rafoth, M., & Carey, K. (1990). Best practices in assisting with retention and promotion decision. In Thomas, A. & Grimes, J. (Eds.), *Best Practices in School Psychology II.* Silver Spring, Maryland: National Association of School Psychologists.

Cobb, C.T. & Dawson, M.M. (1989). The evolution of children's services: Approaching maturity. *School Psychology Review, 18*, 203-208.

Guare, R., Dawson, M.M., & Warren, S. (1988). *Head Injury Rehabilitation: Managing Attention Deficits.* HDI Professional Series on Traumatic Brain Injury, Volume 7. Houston: HDI Publishers.

Rafoth, M., Dawson, M.M., & Carey, K. (December, 1988). Supporting paper on Retention Position Statement. *Communiqué.*

Dawson, M.M. (1987). Beyond ability grouping: A review of the effectiveness of ability grouping and its alternatives. *School Psychology Review, 16*, 348-369.

Dawson, M.M., Hallahan, D.P., Reeve, R.L., & Ball, D.W. (1980). The effect of reinforcement and verbal rehearsal on selective attention in learning disabled children. *Journal of Abnormal Child Psychology, 8*, 133-144.

Tarver, S.G., & Dawson, M.M. (1978). Modality preference and the teaching of reading: A review. *Journal of Learning Disabilities, 11*, 17-29.

PROFESSIONAL OFFICES AND APPOINTMENTS

Appointed Member, Society for the Study of School Psychology, May 2005
President, International School Psychology Association (2001-2003)
Chair, International Affairs Committee, National Association of School Psychologists (1995-2002)
Editor, *Communiqué* (Newsletter of the National Association of School Psychologists), 1991-1995
President, National Association of School Psychologists (1990-1991)
Secretary, National Association of School Psychologists (1987-1989)
State Delegate, National Association of School Psychologists (1983-1987)
Chair, Children's Services Committee, National Association of School Psychologists (1985-1988)
Co-chair, Planning and Development Committee, National Association of School Psychologists (1984-1985)
Editor, *Protocol,* the newsletter of the New Hampshire Association of School Psychologists (1995-1998)
President, New Hampshire Association of School Psychologists (1984-1986)
Secretary-Treasurer, New Hampshire Association of School Psychologists (1982-1984)

LICENSES AND CERTIFICATES

Licensed Psychologist, New Hampshire, License #328
Nationally Certified School Psychologist

AWARDS

2014 Featured Presenter, Legends in School Psychology Series, National Association of School Psychologists
Distinguished Service Award, International School Psychology Association, 2010
NASP Lifetime Achievement Award, March 2006
Lifetime Achievement Award, New Hampshire Association of School Psychologists, June 2003.
New Hampshire School Psychologist of the Year, June, 1987.
President's Award: "Leadership in Establishing the Child Services Committee for the National Association of School Psychologists." April, 1986.
President's Award: "Leadership Potential--Early Career Contributions," National Association of School Psychologists, April 1985.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 1st of December, 20 20 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Ernie G hereinafter referred to as "Consultant."

Payee's Name Ernie T Gritzewsky Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Greg Miller

Board Approval Date 12/17/2020

Account String

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

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

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 2000 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 2000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 22nd and terminating on January 22nd.
3. Payment Terms: $2000 for virtual assembly
4. Consultant will provide the following services:

   Virtual assembly for all three middle schools on self empowerment and maintaining mental health

5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
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10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title Date

Consultant Ernie G 12/2/20 Date

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

Revised 06/19

ERNIE G

EMPOWERMENT COMEDIAN · CORPORATE SPEAKER · MENTAL HEALTH COACH

For over 20 years, Ernie G has been one of the hottest, multi-talented, young Latino entertainers and comedians in the country. His comedy has been seen by millions on TV shows such as Comedy Central's "Make Me Laugh," B.E.T.'s "Comic View," Ed McMahon's "Next Big Star," & Sí TV's "Funny is Funny!" He is one of the original stars of Galavisión's hit comedy show "Qué Locos!" hosted by George Lopez, along with HBO Latino's "Habla Again," MUN2's "La Chicas Project," Sí TV's "Latino Laugh Festival!" & "Inside Joke!" He also appeared weekly as "The Angry Angeleno" on KCOP News in LA and as a feature reporter for "Fox Good Day LA!"

As National Spokesperson for Hispanic College Fund, Ernie G has empowered and inspired thousands of students at over 500 colleges, universities, high schools and middle schools across the country. As a corporate speaker, he has spoken to Fortune 500 companies, organizations and several government agencies.

Ernie G was honored by the City of Los Angeles with the first-ever Mario Moreno "Cantínflas" Award for "...representing the Latino community with the same humor and distinction as the legendary Mario Moreno "Cantínflas!" He has also received the Nix Financial "Father of the Community Award."

Ernie G has Inspired and Empowered **OVER 500,000 PEOPLE** at Top Universities, Schools, Companies and Organizations



BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this ___1st_____ of _December_____ 2020/21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and _Los Angeles Conservancy hereinafter referred to as "Consultant."

Payee's Name: Los Angeles Conservancy

Daytime Phone Number: 213-623-2489

Mailing Address: 523 W 6th Street, #826 Los Angeles, CA 90014

Sponsoring Administrator: Jennifer Kaitz

Board Approval: December 17, 2020

Account Code: N/A

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_0.00_____
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: _1/8/21_ and terminating on __1/22/21___.
4. Payment Terms:
5. Consultant will provide the following services:

   An educator will provide a virtual field trip to a historical building in Burbank and talk about its architecture and history. A follow up craft idea and suggested reading list will be provided to parents.

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.

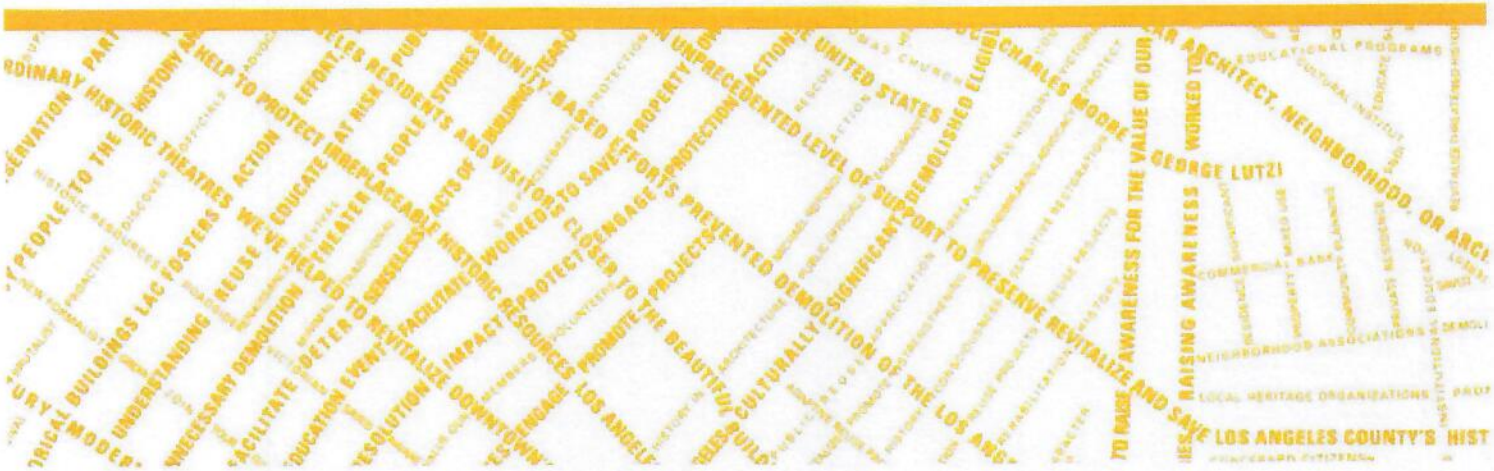
Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

	12/11/20
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

LOS ANGELES CONSERVANCY

Preserving the historic places that make L.A. County unique. Learn More >



About

The Los Angeles Conservancy is a nonprofit membership organization that works through education and advocacy to recognize, preserve, and revitalize the historic architectural and cultural resources of Los Angeles County.

Think about your favorite building in Greater Los Angeles. Chances are, it's one of the fantastic historic places that help make the region unique.

The Los Angeles Conservancy works every day – as we have since 1978 – to make sure these places survive and thrive for future generations.

A private, member-based nonprofit, the L.A. Conservancy was formed in 1978 as part of the effort to prevent demolition of the stunning Los Angeles Central Library (/issues/los-angeles-central-library).

About (/About)

Special Update From the L.A. Conservancy (/special-update-la-conservancy)
Our Values (/our-values)
What We Do (/what-we-do)
Board of Directors (/about/board-directors)
Staff (/about/staff)
Volunteers (/about/volunteers)
Press Room (/press-room)
In the News (/news)

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	December 17, 2020
SUBJECT:	Approval of Non-Instructional Consultant Services

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

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

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

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

Board Meeting Date: December 17, 2020

Site	Name	Purpose	Dates	Cost	Appropriation Number
John Burroughs High School	WOW! Events	WOW! Events is a full-service event production company that runs proms, homecoming dances, etc. with a team of quality support staff. WOW! Events will plan, coordinate and supervise the 2022 JBHS Prom at Endeavor Pavilion in Los Angeles.	4/30/2022	$49,265.00	01.0-90904.0-11100-10000-5850-4328100

J.B.H.S. Prom 2022 (formerly Prom 2020) at Endeavour Contract

Date created: 11/23/2020

WOW! Events
419 Main St. Suite 433
Huntington Beach, CA 92648
Ph: 714-848-WOWU (9698)

Client: John Burroughs High School
Contact: Ms. Jessica Palaski
Address: 1920 West Clark Avenue,
Burbank, California 91506-1918

Contact Cell: (951) 252-5439
Contact Email: jessicapalaski@burbankusd.org

Event Date: Saturday, April 30, 2022
Event Location: Endeavor Pavillion

Event Time: 7:00 PM to 11:00 PM
Site Address: 700 Exposition Park Drive
Los Angeles, CA 90037

Price Per Person: $78.95
Minimum Guarantee: 700
Maximum Attendance: 900

Initial Payment: $6,000.00 on 12/11/2020
Balance Due: $49,265.00 on 4/8/2022

Client/Organization	Telephone
John Burroughs High School	(818) 558-4777
City, St Zip	
1920 West Clark Avenue, Burbank, California 91506-	

Booking Contact	Minimum	Maximum
Jessica Palaski	700	900
Sales Rep	Party Name	Due Date
Melissa Caldwell	J.B.H.S. Prom 2022 (forr	12/11/2020

Client's initial payment of $6,000.00 is due on 12/11/2020 in order to secure your event. Payments and event documentation, including this agreement, received after their due date can not be guaranteed. A second payment of $49,265.00 will be due 4/8/2022 (this amount equals the guaranteed minimum multiplied by the price per person ticket price, less the initial payment). Any tickets sold after your minimum is met must be paid for 2 days prior to your event date. Any additional people brought by your group, including vendors, must be paid for. Any items not included in this agreement will be an additional cost. A final count will be due 7 days prior to the event date. Please make checks payable to: "Wow! Events".

SITE LOCATION

Site Name	Site Address
Endeavor Pavillion	700 Exposition Park Drive, Los Angeles, CA 90037

EVENT INCLUDES:

Food/Service Items

Four Hours Use of Venue (Pavilion)
Dinner Buffet Stations - Acrylic Service Ware
Disc Jockey with Intelligent Lighting System
Stage for DJ
Dance Area
Seating for 350 & All Necessary Rentals
(20) Uplights
Custom Designed Event Poster Template
WOW! On-Site Event Managers
Full Time Coordinating Staff
Security conducting mandatory pat downs & purse checks (Approx 8 guards)
Staff for all Set Up, Clean Up and Tear Down of all items brought in by WOW! and its vendors

School Chaperones & Administrators are Complimentary - 3 per 100 paid students
Certificate of General Liability Insurance
Chaperone Area with Desserts & Coffee
Accent Lighting for Buffets
All applicable taxes and services (Subject to Increase)

All Vendors Services, Décor & Upgrades must be provided by WOW! Events

1. If this agreement is executed by an individual in Client's representative capacity, by affixing his/her signature hereto, the undersigned hereby warrants and represents that he/she has the actual authority to enter into this agreement on behalf of Client and to bind Client to this agreement. Further, to the extent Client disclaims this agreement, or claims the undersigned lacked authority to bind Client to this agreement, the undersigned agrees to be personally liable for any and all damages suffered by Wow! Events as a proximate result thereof, including but not limited to consequential damages, lost profits, attorneys' fees, etc.

2. Wow! Events shall not be required to refund any part of Client's paid Total Cost in the event of inclement weather (e.g. rain) and Client agrees to bear the risk of any such inclement weather. If additional costs are incurred while providing goods and services to protect against inclement weather, the cost will be the responsibility of Client.

3. Wow! Events is merely a ground operator/broker that provides contractual services with independently owned event facilities. Therefore, Wow! Events must operate under and be legally bound by the terms of the facility operator. Wow! Events, being independent of all event facilities, carries full liability insurance in the amount contained in our Liability Insurance Voucher.

4. No payment or any portion thereof made under this Agreement is transferable or refundable unless provided for herein.

5. The selling, disposing or dispensing of all food, beverage and services during the Event is reserved exclusively to Wow! Events. Client shall not contract or make any arrangements for the selling, disposing or dispensing of any food, beverage or services without the express written permission of Wow! Events.

6. A guest count shall be made at the entrance to the event. For accounting and billing purposes the final event attendance count shall be considered to be the greater of the following: total on client contract, total on Final Ticket Count given by client prior to the event or the guest count confirmed at the event. Client shall not allow the attendance of the Event to exceed the occupancy limits set by either this Agreement, the posted facility limit or any directive set forth by the Fire Marshall.

7. Client agrees to indemnify and hold Wow! Events harmless from any and all liability, loss or damage Client may suffer as a result of cancellation or interference with Client's scheduled Event, other than by the willful misconduct of Wow! Events.

8. Any misconduct, illegal gambling, possession of unauthorized alcohol or illegal substance at the time of the Event will not be tolerated and shall constitute cause for immediate termination of the Event. If the Event is terminated for this reason, Client shall be responsible for full payment and costs of event.

9. Client shall pay the replacement value of all property and equipment, lost or stolen, and will bear the cost of repairing all damages to the facility, its grounds, furnishings and equipment caused by Client or Client's agents or guests.

10. The parties agree that in the event that Client were to cancel this Agreement Wow! Events would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should Client cancel this Agreement for any reason beyond a Force Majeure then Client's initial payment(s) and scheduled payments, as called for in this Agreement, shall be retained and/or collected, by Wow! Events, as liquidated damages. Force Majeure defined as the event that either or both parties' performance of this contract is rendered impossible or substantially impractical due to unforeseen events beyond the control of either party, such as riot, war, civil unrest, natural disasters, government orders (e.g., flood, fire, earthquake, pandemic or labor strikes).

WOW! Events
419 Main St., Suite #433, Huntington Beach, CA 92648
office (714) 848-9698 www.wowevents.com

11. While providing the planning, execution and follow up activities for this event Wow! Events shall not be responsible for any injury or illness suffered by Client, Client's agents or guests, either in person or in property, other than by reason of the willful misconduct by Wow! Events. Wow! Events shall further have no responsibility for loss or damage to personal property of Client or Client's agents or guests. Client agrees to take all reasonable steps to protect Wow! Events' personnel and equipment during the contracted period. In the event of injuries or damages resulting from insufficient protection on Client's part (except in the case of willful misconduct on the part of Wow! Events), Client will be liable for all resulting damages and costs, including, but not limited to, insurance deductibles and medical treatment.

12. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. Wow! Events, at its sole discretion, reserves the right to refuse admittance to any guest or agent of the Client.

13. Photos/promotional and broadcasting rights. Client understands that Wow! Events' events and activities, including the guests and students of Client at the events, may be photographed, videotaped or otherwise recorded, for use on Wow! Events' promotional materials, social media, and website. Client agrees to allow Wow! Events to use Client's name and/or likeness free of charge in any manner and in any promotional material and any media (now known or hereafter developed), including Wow! Events' website and social media sites, and for any purpose without compensation to Client. Client further agrees to indemnify, defend and hold harmless Wow! Events, its members, affiliates, parents, subsidiaries, successors and assigns, and each of their respective its shareholders, directors, officers, members, managers, employees, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, penalties, insurance premiums, fees, costs and expenses (including, without limitation, attorneys' fees) arising out of or relating to Wow! Event's use of photographs and videos of Client and/or Client's guests and students at any events, on Wow! Events' promotional material, social media or on the Wow! Events website. The provisions set forth in this section shall remain in full force and effect and survive any termination of this Agreement.

14. Wow! Events shall not be responsible for any damages or loss whatsoever to any vehicle of Client or client's guests or agents while arriving, attending or departing event. Furthermore, Wow! Events shall not be responsible for any personal injuries sustained by Client or client's guests or agents while in parking areas, designated or not.

15. In the event that the contracted venue, regardless of reason, becomes unavailable for the event described in this agreement Wow! Events, Inc. will make every reasonable effort to book a venue of similar size, quality and location. The loss of a contracted venue does not void this agreement. Furthermore, all specific terms and conditions remain in force.

16. Client hereby agrees that no agent or guest of Client shall bring on the event premises any article(s) of the following; inflammable materials, explosives, firearms, illegal substances, articles of a dangerous/damaging nature or alcoholic beverages. Client agrees to indemnify and hold Wow! Events harmless from any and all liability, loss or damage the either Client or Wow! Events may suffer as a result of damages caused by breach of this provision. Wow! Events reserves the right to have confiscated all such articles brought in to an event.

17. All vendor and event services must be contracted through Wow! Events, Inc. The Client agrees to refrain from procuring or contracting for independent vendor or event services outside of the scope of this agreement. Client is responsible for any tax increases from the State of California.

18. Subject to the Client's obligation to pay the Fees to Wow! Events, Wow! Events' liability arising directly out of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Fees. Wow! Events assumes no liability due to the quality of items or services purchased for the Client.

19. This Agreement is the complete and exclusive statement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications with respect thereto. No modification, waiver, or amendment hereof shall be binding unless stated in writing signed by the parties hereto, and no waiver of a right hereunder in any instance shall constitute a waiver of the same or any other right in any other instance.

20. This Agreement shall be governed by the laws in the State of California without regard to its conflicts of law rules.

21. Any notice, communication or statement of this Agreement shall be in writing and sent by overnight mail or by certified or registered mail, return receipt requested and postage prepaid, or by verified facsimile transmission.

22. If any provision of this Agreement, or portion thereof, is judicially declared to be invalid, illegal or unenforceable, such provision, or portion

WOW! Events
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office (714) 848-9698 www.wowevents.com

thereof, shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall have the same force and effect as if such part or parts had never been included herein.

23. No party may assign or transfer this Agreement or its rights or responsibilities without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall bind and benefit the Parties hereto and their respective successors and assigns.

24. The prevailing party in any dispute or litigation arising under this Agreement shall be entitled to reasonable attorneys' fees and costs.

25. In the event that either or both parties' performance of this contract is rendered impossible or substantially impractical due to unforeseen events beyond the control of either party, such as riot, war, civil unrest, natural disasters (e.g., flood, fire, earthquake, pandemic or labor strikes), either party may terminate this agreement without penalty or forfeiture by the provision of written notice to the other party and the restoration of any deposits, progress payment(s), or other considerations which has already been provided less any and all amounts earned by the refunding party where amounts 'earned' represents (1) labor performed by the refunding party incident to this Agreement and the Event measured in increments of one- hour; (2) costs incurred and/or advanced by the refunding party incident to this Agreement and the Event; (3) expenses incurred and/or advanced by the refunding party incident to this Agreement; and (4) any and all other amounts reasonably incurred by the refunding party as a result of or incident to this Agreement and/or the Event.

26. To help ensure the safety of all attendees and to protect the Venue of any damage, WOW! Events &/or its contracted venue may provide security to do the light pat downs for male students & purse checks for female students prior to entering the Venue. One School Administrator is required to be at the security check-in area during the registration process of the event. All items taken from the students will be placed in a box and given to a school administrator. The list of items to be confiscated is subject to change. Email your WOW! Event Producer any additional items that your school would like to add to the confiscated list. It is the responsibility of the school administration and chaperones to ensure that the students act appropriately. Any student determined to be acting unruly or under the influence of alcohol or any illegal substance will be turned over to the school administration and will be asked to leave the Venue. At the conclusion of the contracted event time, all of WOW! Events staff and security will depart Venue. It is the school's responsibility to ensure all students are safely off the premises. Venue does not allow armed personnel without prior approval (i.e. security, school police, etc.). One School Administrator is required to remain on site outside the venue once the event ends to accompany any students who are waiting for transportation from the event.

Please inform the students prior to the event that the following items will be confiscated:

Alcohol / Flasks	Glow in the Dark Items	Sharp Objects
All Tobacco Products	Lighters / Matches	Water Bottles
Any Illegal Substance	Markers	Wallet Chains
Canes & Zoot Chains	Pens & Pencils	Weapons
Gum	Eye Drops (Test or Toss)	Mouthwash
Glass Bottles	Perfume/Body Spray/Nail Polish	

27. WOW! Events accepts checks or credit card (3-4% service charge when using a credit card) as form of payment. WOW! Events does not accept payments via an ACH Wire Transfer.

WOW! EVENTS GIVING BACK PROGRAM

WOW! Events donates $25 for every event booked with our company to one of our selected charities. Please check one of the charities below and WOW! will make a contribution on your behalf:

Orangewood FOUNDATION
Foster and Community Youth Services

susan g. komen

Best Friends SAVE THEM ALL

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office (714) 848-9698 www.wowevents.com

_____ Orangewood Foundation, Foster and Community Youth Services

One of the leading providers of services to current and former foster youth in Orange County, they help almost 2,000 foster and community youth annually prepare for independent adulthood.

_____ Susan G. Komen

What was started with $200 and a shoebox full of potential donor names has now grown into the world's largest nonprofit source of funding for the fight against breast cancer. To date, Susan G. Komen has invested more than $2.9 billion in ground-breaking research, community health outreach, advocacy and programs in more than 60 countries.

_____ Best Friends Animal Society

For over 30 years, Best Friends Animal Society has been running the nation's largest no-kill sanctuary for companion animals and building effective programs that reduce the number of animals entering shelters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____

WOW! Events		John Burroughs High School	
(Signature):	_____	(Signature):	_____
(Print Name):	_____	(Print Name):	_____
(Title):	_____	(Title):	_____

WOW! Events
419 Main St., Suite #433, Huntington Beach, CA 92648
office (714) 848-9698 www.wowevents.com

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	December 17, 2020
SUBJECT:	Approval of Apex Licensing Agreement for 2021-2022

Background:

The Burbank Unified School District uses APEX Learning in its secondary schools for both initial credit and credit recovery programs. Currently, the District purchases 300 licenses a year. This new agreement enables the District to purchase a District-wide license that covers all of its secondary students. This is a great support for the District as plans are being developed for reopening schools in the fall. The plan will include distance learning, either in a hybrid model (instructional time split between school and home) or a 100% distance learning model. APEX Learning is the primary curriculum for the Independent Learning Academy (ILA) and will continue to be so. For the comprehensive secondary schools, APEX is a full curriculum to draw from in order to support their core programs, but does not replace it. The District has the opportunity to purchase the licenses for the 2021-2022 school-year at the same discounted rate.

District Wide Goals for 2020-2021:

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

Discussion/Issues:

As the District continues to plan for reopening school in the fall, the APEX licenses are a tool that will help to support teachers in either the hybrid or 100% distance learning model. The curriculum is in current use in the District at multiple sites, including the Independent Learning Academy. In addition, the licenses will be used to address credit recovery.

Fiscal Impact:

The cost of the licenses is $86,073.00 and will be paid for out of COVID-19 Funds (01.0-74200.0-11100-10000-5840-7409000).

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the APEX Learning Licensing Agreement for 2021-2022 school year, effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Apex Learning®

1215 Fourth Ave, Suite 1500
Seattle, WA 98161

Quote Number 00010427

11/11/2020

Burbank Unified School District

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

Digital Curriculum Solution

Product Description	Quantity	List Price	Volume Discount (%)	One-time Discount (%)	Sales Price	Total Price
Courses: Unlimited enrollments for all students district wide	8,828.00	$250.00	94.00	35.00	$9.75	$86,073.00

Grand Total $86,073.00

Order Period

Order Start Date 7/1/2021 Order End Date 6/30/2022

Prices above do not include any applicable sales or other taxes. Additional purchases after the order end date may be subject to an annual price increase.

The purchase of the digital curriculum solution in this quote is subject to the Apex Learning Terms & Conditions available at: https://www.apexlearning.com/ClientAT.

Please email the signed quote and a purchase order to salesdocs@apexlearning.com or fax to (206) 381-5601.
Thank you for your consideration of an Apex Learning digital learning solution.

Regards,

Armine Movsesyan

Quote Acceptance

Signature: Sharon Cuseo Date: _____

Printed Name: Sharon Cuseo Title: Asst. Sup't

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	December 17, 2020
SUBJECT:	Approval of Agreement– Pacific Oaks College

Background
The purpose of the Student Teaching Agreement with Pacific Oaks College is to provide students with field experience through practice in schools and classes. Qualified students will assume teaching responsibility for their classroom.

Pursuant to the provisions of Section 44227 of Education Code, the governing board is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution.

Discussion/Issues
This program builds a relationship with Pacific Oaks College, which expands the pool of qualified teachers. The District will provide support through field experience in schools and classes of the District for students of the University who are qualified for such assignments.

Fiscal Impact
None

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and Pacific Oaks College to provide educational field experience, effective December 18, 2020 through December 17, 2023 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

MEMORANDUM OF AGREEMENT
BETWEEN

Pacific Oaks College

AND

Burbank Unified School District

This Memorandum of Agreement (the "Agreement") is entered into by and between Pacific Oaks College, a non-profit institution of higher education located at 55 Eureka Street, Pasadena, California (the "College"), and Burbank Unified School District located at 1900 West Olive Avenue, Burbank, CA 91506 (the "District").

I. RECITALS

WHEREAS, the College is a California non-profit institution of higher education offering to its students degree programs in education; and

WHEREAS, directed teaching experience is a required and integral component of the College's education curriculum; and

WHEREAS, the College desires the cooperation of School District in the development and implementation of the directed teaching experience phase of its Education curriculum;

WHEREAS, the School District recognizes its professional opportunity and responsibility to participate in the training of Education students; and

WHEREAS, the School District wishes to join the College in the development and implementation of a directed teaching training program at School District for College's Education students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the School District enter into this Agreement on the terms and conditions set forth below.

II. The College and the School District mutually agree:

1. To collaborate to establish the educational objectives for the directed teaching program, devise methods for their implementation, and continually evaluate to determine the effectiveness of the directed teaching program.

2. The College agrees to select and assign students to School District for purposes of directed teaching. Any assignment of a Student Teaching Student to the School District shall be at the discretion of the College. However, School District reserves the right to interview any student selected by the College prior to accepting that student for training in the directed teaching program. Subject to the foregoing, students selected for assignment shall be assigned to School District for a period of time mutually determined in advance by the parties, which may be altered by 30 days written notice, with consideration given to the clinical staff and space availability.

3. The School District may, for good cause, refuse to accept or terminate a Directed Teaching Student assigned for placement at the School District.

4. For purposes of this Agreement, Student Teaching means active participation by a Student Teaching Student in the duties and function of classroom teaching under the direct supervision and instruction of employees of the School District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing the employees to serve as classroom teachers in the schools/classrooms in which the directed teaching program is provided.

5. Student Teaching Students shall be students enrolled in College's teaching credential program who have completed the prerequisites (including, but not limited to, Certificate of Clearance, TB test, CBEST, CSET, and coursework), and are eligible for directed teaching placement with the School District.

6. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.

7. Student Teaching Students will be bound by all applicable Federal, State, and local laws and ordinances concerning the student privacy and the confidentiality of student records.

III. The College agrees:

1. To designate a liaison or coordinator, hereinafter referred to as "Credential Analyst" to administer the College's responsibilities related to the program. At minimum, the College's Fieldwork Supervisor will visit each Student Teaching Student's school site to observe the Student Teacher and provide support to the Student Teacher and Master Teacher as necessary.

2. To assume responsibility for assuring the directed teaching program's compliance with the educational standards established by the California State Board of Education or any other relevant authority.

3. To provide prerequisite coursework, academic instruction and support for Student Teacher enrolled in the program.

4. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Credential Analyst, Fieldwork Supervisor, the School District's Supervising Principal and the School Site Mentor assigned by the School District on items pertinent to teacher education and supervision.

5. To direct the assigned Student Teacher to comply with the existing pertinent rules and regulations of the School District and all reasonable directions given by qualified School District personnel.

6. To supply the Credential Analyst at the School District with the appropriate forms to be used in evaluating the performance of the assigned Student Teacher.

7. To require the Student Teacher to provide, prior to the commencement of the Student Teaching assignment, such confidential on-boarding information as may be required by the School District or deemed necessary for the training and guidance of the Student Teacher.

8. To issue a stipend of $250.00 to each Student Teacher's Master Teacher after completion of the close of the College's semester. In the event that a Student Teacher's placement is terminated, the Master Teacher shall receive payment from the College as though there had been no termination, except that if the Student Teacher is terminated before one half of the semester is completed, the Master Teacher shall be paid only one half of the stipend.

IV. The School District agrees:

1. To designate a Credential Analyst who will be responsible for organizing and coordinating the planning and implementation of the intern teaching program, and administering School District's responsibilities under this Agreement.

2. To provide student teaching experience for College's Student Teaching Students.

3. To provide the physical facilities and equipment necessary to conduct the directed teaching program.

4. To designate a Master Teacher, mutually agreed upon by the School District and the College, to supervise the practical aspect of the Student Teacher's participation in the directed teaching program and provide support to the Student Teacher as necessary. The Master Teacher must be a professional who is validly credentialed (clear teaching credential with three or more years of teaching experience) by the California Commission on Teacher Credentialing, other than emergency or provisional credential, complete the mentor teacher training approved by the College or show proof of previous training, and must be authorized to serve as a classroom teacher in a school or classroom where directed teaching placement is provided.

5. To advise the College of any changes in personnel, operation or policies that may affect the directed teaching program.

6. To inform the Student Teacher of the School District's requirements (i.e., health status, criminal background) for acceptance into the School District's directed teaching program.

7. To provide the assigned Student Teacher with a copy of the School District's existing pertinent rules and regulations with which the Student Teacher is expected to comply.

8. To advise the College of any serious deficiency noted in the ability of an assigned Student Teacher to progress toward achievement of the stated objectives of the student teaching

program. It will then be the mutual responsibilities of the assigned Student Teacher, the Master Teacher, and the College's Credential Analyst to devise a plan by which the Student Teacher may be assisted to achieve the stated objectives.

V. GENERAL TERMS AND CONDITIONS

1. The Agreement between the College and the School District shall be the governing legal document between the parties.

2. **Non-Discrimination**. Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation.

3. **Indemnification**. Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.

4. **Insurance**. Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The School District's general liability insurance shall have minimum coverage of $1,000,000 per occurrence and $3,000,000 in the aggregate. The College's professional liability insurance shall carry a single limit of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

5. **Independent Contractor**. College faculty, staff, and students are not officers, agents, or employees of the School District. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.

6. **Worker's Compensation Insurance**. It is understood and agreed that College's students are not to be considered employees of the College and therefore students are not eligible for workers compensation insurance and the College does not maintain workers compensation insurance for student coverage. Rather, student interns are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program. Student interns, in consideration of this service are paying for service under their tuition arrangements with the Institution.

7. **Term**. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This Agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.

8. **Effective Date**. The effective date of this Agreement is the date on which the agreement was duly executed.

9. **Termination**. The expectation of all parties is that the Student Teacher will complete the term of this agreement. Termination of this agreement with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or volunteer policies of the School District. Any party may terminate this agreement without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this agreement on the part of the College or School District is separate from termination of the Student Teacher's, Master Teacher's, or either Credential Analyst's employment. It is assumed that if there is an early termination of this agreement on the part of the Student Teacher, the School District or Master Teacher, that such a decision must include consultation with the qualifying degree program.

10. **Notices**. All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Avenue
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu

For District: Burbank Unified School District
Attn: Grecia Flores
1900 West Olive Avenue
Burbank, CA 91506
Email: greciaflores@burbankusd.org

11. **Modification**. This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.

12. **Severability**. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

13. **Waiver**. The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.

14. **Assignment**. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.

15. **Governing Laws and Jurisdiction**. This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Understanding to be effective as of the day specified below.

Jerell Hill	Jerell Hill	Dean	11/23/2020
College Representative Signature	Printed Name	Title	Date
District Representative Signature	Printed Name	Title	Date

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	December 17, 2020
SUBJECT:	Ratification of Agreement for Professional Services, Bell & Kelly, LLP

Background:
The Burbank Unified School District has the need for legal services and support in areas related to employment matters. Bell & Kelly, LLP will perform legal services in the form of an impartial investigation regarding claims of discrimination, harassment, sexual assault and/or retaliation.

Discussion/Issues:
Bell & Kelly, LLP will perform an investigation as an attorney at law for the purpose of facilitating the rendering of legal advice to the District by its counsel.

Fiscal Impact:
For the period December 1, 2020 through June 30, 2020, the District hereby agrees to pay the Law Firm for services rendered and not to exceed $20,000.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and Bell & Kelly, LLP to perform legal services, effective December 1, 2020 through June 30, 2020, not to exceed $20,000 (01.0-00000.0-00000-72000-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Bell & Kelly LLP
FOCUS ON FAIRNESS

Karen Bell
2082 Michelson Drive, Suite 100
Irvine, CA 92612
T: (949) 522-6600
Email: kbell@bellandkelly.com

November 30, 2020

Via Electronic Mail: SarahNiemann@burbankusd.org

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources
Burbank Unified School District
1900 W. Olive Ave
Burbank, CA 91506

Re: Engagement Letter for Investigative Services

Dear Dr. Niemann:

This letter will confirm your request to engage Bell & Kelly LLP ("the Firm") to provide investigative services for the Burbank Unified School District ("the District"). This Agreement will govern all services to be performed for this engagement.

Scope of Services. District hires the Firm to perform legal services in the form of an impartial investigation regarding claims of discrimination, harassment, sexual assault and/or retaliation. The Firm will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to the District by the District's outside counsel. The Firm's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege, unless waived by the District.

Independence. As an independent contractor, the Firm has the right to determine the means, manner and findings related to the investigation. District agrees to allow the Firm full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. District understands and acknowledges that the Firm will exercise its independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this Agreement is not dependent on the Firm's making or failing to make any particular credibility determination, finding of fact, or conclusion.

Limited Scope Agreement. The scope of this attorney-client representation is limited. The Firm will perform an investigation as an attorney at law for the purpose of facilitating the rendering of legal advice to the District by its counsel. The Firm will not render a legal determination whether there were violations of any law or statute. The Firm will not act as an advocate or provide advice to the District with respect to what actions, if any, should be taken as a result of the findings. The Firm will not represent the District in any legal action or proceeding. It is expressly agreed that the District will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to individuals who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. The District also agrees it will look to its regular outside counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver, and work product in connection with the Firm's services.

The District agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

Cooperation. To perform our services effectively, the Firm requires the full cooperation and support of all representatives of the District. The District can assist us by keeping us fully informed as to facts and developments relevant to our investigative services. It is essential that the District (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that it makes personnel available to the extent required.

Confidentiality Admonitions. District acknowledges that it is the Firm's practice not to provide any confidentiality admonitions unless directed to do so, in writing, by District. District agrees it will provide a confidentiality admonition in writing to Investigator before witness interviews commence, if District determines such an admonition is appropriate. Investigator agrees she/he will notify District if any changed circumstances arise that relate to the confidentiality analysis.

Fees. District agrees to pay the Firm at the hourly rate of Two Hundred and Eighty-Five Dollars ($285.00) per hour. Time charged will include, for example, time spent interviewing witnesses, writing the report of the findings, and performing any necessary research. The time charged will also include the time the Firm spends on telephone calls or emails relating to District's matter, including calls or emails with the District, witnesses, potential witnesses, or representatives for any of the parties. District agrees to pay the Firm at the hourly rate of One Hundred Twenty-Five Dollars ($125.00) for time spent in transit from Irvine, California to the location at which Investigator will conduct interviews or other meetings related to this matter.

Costs. The Firm may incur various costs and expenses in performing services under this Agreement. District agrees to pay for all costs and expenses, in addition to the hourly fee. This may include postage, photocopies, parking fees, bridge or other toll roads, fax charges, telephone charges, messenger and other special delivery fees, and other similar charges. District will be responsible for reimbursing Firm for the out-of-pocket expenses as actually incurred by the Firm, and all costs and expenses will be charged at Firm's cost.

Billing Statements. The Firm will send District periodic billing statements for fees and costs incurred. Each statement will be payable within thirty (30) days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Invoices that remain unpaid after sixty (60) days from the due date are immediately subject to a late payment charge of fifteen percent (15%) per year, accrued monthly.

Any estimate of fees given by the Firm shall not be a guarantee. Actual fees may vary from estimates given.

Outside Experts. Should the matter require expertise from any outside consultants, you will have an opportunity in advance to: (a) approve the rationale for retention of same; (b) approve the selection of same; and (c) approve the rates and anticipated fees relating to such services. As of the time of this engagement letter, the Firm has not identified the need to hire an outside consultant to assist in this investigation.

Compensation for Post-Investigative Work. This engagement shall be considered concluded after the Firm has provided a final investigation report in this matter, whether oral or written. After the conclusion of this engagement, should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial, or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time. District agrees to reimburse the Firm for all reasonable fees and costs that the Firm incurs in preparing for such proceedings.

Discharge and Withdrawal. District may terminate the Firm's investigative services at any time, effective upon delivery of written notice to the Firm. In this event, all unpaid charges will immediately become due and payable. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that: (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal; and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw.

Document Retention Policy. The Firm retains a final copy of its investigative report as well as all documents provided during the investigation for a period of five years. The Firm will destroy these materials five years after the investigation concludes unless you have previously asked the Firm to deliver these documents to you.

Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services we provided, 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.

No Warranty of Result. Although we believe that we can assist District in reaching its goals, we cannot predict or represent that a particular result can be obtained. We can make no promises or guarantees regarding the outcome of this matter or matters that are the subject of our services.

Entire Agreement. This letter represents our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or promises made before this time.

Severability. Should any provision of this contract be declared to be invalid or unenforceable, the remainder of this contract shall remain in full force and effect.

Applicable Law. This Agreement shall be governed by the laws of the State of California.

To signify District's agreement with the terms of this letter, please sign the original and retain it for your files. An individual authorized to execute this Agreement on behalf of District should sign, date, and return a copy a copy of this letter to the Firm, signifying agreement to the above terms.

Thank you.

Sincerely,

Karen Bell

Karen Bell

I am authorized to sign this Agreement. I have read and understand the terms of this Agreement. I hereby confirm the engagement of Bell & Kelly LLP to provide investigative services in accordance with its terms.

Burbank Unified School District:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	December 17, 2020
SUBJECT:	Approval of Additive Change No.1, Saxon Engineering, Property Line Survey, Disney Elementary School (Bond Fund)

Background:
The District pursued professional assistance in the design and engineering of the bond program projects. The legal requirements for bidding do not apply to professional services in general. For architects and other design professionals, a "fair, competitive selection process" is required. This process is governed by Public Contract Code Section 2011 l(c), Government Code Section 4525 to 4529.20 et seq., and Government Code Section 53060.

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

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

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

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:
As part of the design and development of the Walt Disney Elementary Modular and Modernization Project, a current property line survey will be required.
Saxon Engineering will conduct a property survey and prepare a record of the survey for the Disney property. They will set 2 property corners. Their work will include processing a record of survey through the LA County Recorder's office. There will be an additional recordation administration fee payable to the County Recorder at a later date.

This project was ratified and approved by the Board on December 19, 2019 in order for Saxon Engineering to begin the survey process in November 2019 so they could schedule their field service and obtain county recorded documentation in support of the survey. Covid-19 Pandemic contributed to the delay.

Fiscal Impact:
$723.80 (Bond Fund)

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an additive change order to the agreement between Burbank Unified School District and Saxon Engineering, pursuant to the proposal November 18, 2019, to provide services to conduct and prepare a property line survey for the New Modular Classrooms and Modernization, Disney Elementary School, not to exceed $10,623.80 (21.3-00000-0-91008-85000- 6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The increased amount of $723.80 is due to the added cost of reimbursables submitted bringing the total not to exceed amount to $10,623.80.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	December 17, 2020
SUBJECT:	Approval of Amended Agreement for Professional Services, C-Below, Sub-Surfacing Imaging Services, New Modular Classrooms, Walt Disney Elementary School (Bond Fund)

Background:
On February 21, 2019, the Board of Education approved a Professional Services agreement with Cannon Design to provide architectural and engineering services for the site work and coordinate with Silver Creek Industries for the design and engineering of the new modular classroom buildings as a continuation of Measure "S" at Walt Disney Elementary School.

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

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

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

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:
In preparation of the installation of the new modular classroom buildings at Walt Disney Elementary School, it will be necessary to do sub-surface imaging to locate utilities using investigative tools such as GPR (Ground Penetrating Radar), Electromagnetic Locators, Ram Rods, Robotic Cameras, and other specialty equipment if needed. C-Below will provide the District with a comprehensive 2D utility map in CAD and PDF format for their use.

- PHASE 1: Utility Mark Out w/ Waterbased Paint. Utility marks will remain on the site unless the client has hired C Below to remove the markings.

- PHASE 2: C-Below's Mapping Team will pick up the markings with the depth estimates from PHASE 1. Mapping shall be completed within a reasonable time frame to assure integrity of marks.

- PHASE 3: Quality review with the Lead Technicians and the Mapping Team to ensure the quality of the deliverable and applicable notes.

Fiscal Impact:
$6,115 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and C-Below to provide sub-surfacing utility imaging services for the New Modular Classrooms at Walt Disney Elementary School, effective November 23, 2020 through November 23, 2022, not to exceed $6,115 (21.3-00000.0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The original agreement was Board approved on November 21, 2019. The amended agreement corrects the effective dates from November 22, 2019 to November 22, 2020, and extends the agreement two years.

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	December 17, 2020
SUBJECT:	Approval of Amended Lease Agreement of Two 24' X 40' Relocatable Classrooms, Elite Modular Leasing & Sales, Disney Elementary (Growth Fund)

Background:

District staff was notified in Spring 2017 of water damage in Portable 23 that was removed and replaced. The school site has added additional classrooms to accommodate the increase in enrollment in the last few years.

A proposal # 161203, dated December 21, 2016, 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 two 24' X 40' relocatable classroom buildings at Disney Elementary School.

On February 16, 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 these portable classrooms.

District-Wide Goals for 2019-2020:

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

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

Discussion/Issues:

Due to pending bond construction/remodeling of Disney Elementary School as well as the Covid-19 Pandemic, the portable classrooms are needed for at least 2 more years until the project is complete.

Fiscal Impact:

$16,400 20-21 Fiscal Impact
This amendment increases the Total Fiscal Impact from $82,480 to $98,880 (Growth Fund).

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended lease agreement of Two (2) 24' X 40' Right Hand Door Location Classrooms at Disney Elementary, Elite Modular Leasing & Sales, effective January 1, 2021, not to exceed $98,880 (25.0-00000-0-91008-85000-6237-201-0000), Growth Fund, as presented.

Note: This is an amended lease to extend the original agreement, Board approved on May 18, 2017, for another year starting on January 1, 2021 and ending on December 31, 2021.

LEASE EXTENSION AGREEMENT #2

EML-1006

This lease extension agreement is made as of April 30, 2020, by and between ELITE MODULAR LEASING AND SALES, INC., a California Corporation ("**Lessor**") and Burbank Unified School District, a Public California Corporation ("**Lessee**"), for the following personal property: Two (2) relocatable modular building(s) of approximately One Thousand Nine Hundred Twenty (1,920) square feet, bearing the following serial numbers: 29972-29973 and 29974-29975 pursuant to the Savanna School District's 2017 District-wide contract for the Purchase, Lease, Relocation, Dismantling and Removal of Division of the State Architect (DSA) Approved Portable Buildings Bid No. SSPU #40-09/2016-2017 incorporated herein by reference.

The agreement certifies that the parties agree to extend the original lease agreement for an additional time period of One (1) year, starting on January 1, 2021 and ending on December 31, 2021.

The lease will be extended at a rate of $16,400.00 per year, for a total of $16,400.00 payable in advance.

The dismantle and return delivery fees are: $7,000.00 dismantle / $4,800.00 return.

This document binds the Lessor and the Lessee to the terms and conditions of the original lease. This lease extension agreement #2, along with the attached original lease and the previous lease extension agreement, is the entire agreement between both parties.

LESSOR	**LESSEE**
ELITE MODULAR LEASING AND SALES, INC., *a California Corporation*	BURBANK UNIFIED SCHOOL DISTRICT, a Public California Corporation
By: _____	By: _____
Name: Jeremiah Goldenetz	Name: Larry Cross
Title: President	Title: Director of facilities

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
SUBMITTED BY:	Larry Cross, Director of Facilities
DATE:	December 17, 2020
SUBJECT:	Ratification of Agreement Quality Bidders Software Services Agreement, Colbi Technologies Inc., Facilities and Technology Services (Bond Fund)

Background:
Per PCC 20111.6, school districts are required to pre-qualify bidders for public projects with a projected expenditure of one million dollars (1,000,000) or more, when intending to use state bond money, including subcontractors in mechanical, electrical, and plumbing trades.

This law states that the prequalification procedure must use a standardized questionnaire and financial statement to be verified under oath. The board of the district must adopt and apply a uniform system of rating bidders on the basis of the completed questionnaires and financial statements. The prequalification procedure must cover, at a minimum, the issues covered by standardized questionnaire and model guidelines for rating bidders developed by the Department of Industrial Relations (DIR). The questionnaire and uniform system of rating bidders would not preclude the governing board of the district from prequalifying or disqualifying a subcontractor.

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

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

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

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:
Colbi Technologies, Quality Bidders modules is an online automated contractor prequalification tool build specifically for California school districts. Quality Bidders is fully complaint with requirements to prequalify general contractors and M/E/P subcontractors bidding on projects receiving State Bond funds.

Contractors may create their own accounts, fill out a standardized questionnaire and may submit only complete and validated applications for prequalification. Software algorithms score their applications, allowing the district administrator to easily determine approval or rejection before emails are automatically sent to contractors.

Quality Bidders is paperless, reduces the time it takes to prequalify contractors, simplifies contractor outreach, tracks status of applications and approved prequalification's, and produces automatic reports and notifications. The Annual Software Services fee covers to License to use Quality Bidders software, Managed Services, and Support Services. There isn't a restriction on the number of users the District authorizes to use the software.

Fiscal Impact:
$5,000 for Annual Software (Bond Fund)
$85/per for Application Review Fees ($3,000 for allowance)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Colbi Technologies Inc., for the Quality Bidders Software for Facilities and Technology Projects, effective November 25, 2020 through November 25, 2021, not to exceed $8,000 (21.3-00000.0-91008-85000-5840-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Quality Bidders[SM] Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on 11/25/2020 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and Burbank Unified School District, having its principal place of business at 1900 West Olive Avenue, Burbank, CA 91506, ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Quality Bidders[SM] software services ("Services") as set forth in Exhibit A (Exhibits).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement,

even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period (“Initial Term”).

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered

mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.	**Burbank Unified School District**
Lettie Boggs	Larry Cross
Lettie Boggs, CEO	Name
November 17, 2020	Director of Facilities
Date	Title
01-0679534	11/24/2020
Federal I.D.#	Date

EXHIBIT A
Quality Bidders℠ Software Services

During the term of this Agreement, Colbi will provide Quality Bidders℠ software services as described below. Services include the following:

Managed Services

- Provide standard on-line bidders questionnaire
- Monitor, manage, and remediate network and servers including administration infrastructure
- Site availability monitoring and remediation
- Data backup and recovery with 30-day retention
- Enforce commercially reasonable data security

Support Services

- Application updates to Quality Bidders℠
- Live phone support during normal business hours (Pacific Standard Time)[1].
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Best Practice Advisories and Alerts

Fees for Services

- One-Time Implementation Fee: Waived
- Annual Software Service Fee: $5,000 per year
- Pre-Qualification Application Review Fees: Billed at $85/hour
    - Colbi will review submitted applications including, submitted financials, license and registration, and will conduct reference checks using standardized questions for a minimum of two recently completed projects. Colbi will document review and reference checks and mark each application as ready for final determination by the Customer based on score.

Service Commencement Date: _____

Availability

Colbi commits to 99.9% uptime and availability of Quality Bidders℠ software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Quality Bidders℠ software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues**: Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
    - Quality Bidders℠ software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
    - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
    - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
    - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
    - Emergency backup or backup restoration
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially

[1] Excludes weekends and holidays.

reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
  - Minor bug fixes.
  - An incident with little impact on data or user experience and can be handled on a scheduled basis.
  - Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays[2])
  - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM Monday - Friday, weekends, and holidays[5]
  - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to qbsupport@colbitech.com
  - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours.
  - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
  - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Quality Bidders℠ may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1st and 3rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3rd Saturday 10PM Sat thru 10AM Sun PST

[2] Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If a holiday falls on a weekend, an adjacent weekday is observed as a holiday.

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	December 17, 2020
SUBJECT:	Acceptance of Notice of Completion, CUPCCAA 2021-001, South Coast Mechanical, Replacement of Two Cooler and Freezer Evaporator Coils and Condensing Units at John Burroughs High School (Deferred Maintenance)

Background:
There were two refrigeration units in the main kitchen at John Burroughs High School, one a walk-in freezer and the other, a walk-in refrigerator. Both are believed to be original to the school and have been repaired numerous times throughout their years of service. Most recently, the two refrigeration units had become unreliable, causing food loss and became more difficult to repair, due to parts not being available from discontinuation. The District made the decision to update both the freezer and the refrigerator with new modern energy efficient refrigeration units and monitoring controls.

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

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

Discussion/Issues:
Work was delayed due to Covid-19 Pandemic but was completed in summer 2020

Fiscal Impact:
$46,000 (Deferred Maintenance)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: replacement of two cooler and freezer evaporation coils and condensing units at John Burroughs High School, not to exceed $46,000 PO2100507 (14.0-00000.0-00000-81100-6510-432-0000), Deferred Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: Funding Source was changed from Restrict Routine Maintenance to Deferred Maintenance.