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

Thursday, November 07, 2019

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

Burbank City Hall
275 E. Olive Avenue
Burbank, California

# AGENDA

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

1. CALL TO ORDER

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Comments and Responses

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

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



***Any individual with a disability who requires reasonable accommodation to participate in a Board meeting may request assistance by contacting the Superintendent's Office at (818) 729-4422.***

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

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

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

3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960002296 and 960010470

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of the 2019-2020 Merit Scholars and the National Hispanic Recognition Scholars
John Paramo, Assistant Superintendent, Educational Services, will facilitate the recognition and introduce Deborah Madrigal, Principal, John Burroughs High School and Thomas Crowther, Principal, Burbank High School, who will recognize the 2019-2020 Merit Scholars and the National Hispanic Recognition Scholars from both high schools.

8.b Recognition of Andrew Campa, Education Reporter for the Los Angeles Times (Burbank Leader)
Roberta Reynolds, President, Board of Education, will facilitate the recognition of Andrew Campa, Education Reporter for the Los Angeles Times (Burbank Leader), on receiving a Certificate of Excellence in Journalism from the California School Boards Association.

9. REPORTS FROM THE BOARD

9.a Student Representatives
Sarkis TerPetrossyan, BHS; Maddie Medina, JBHS; and Maria Barajas Aparicio, MHS; will report on activities at their respective schools.

10. REQUESTS TO ADDRESS THE BOARD

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

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

Policy Updates_July 2019_1st Read_110719.pdf

11.c Report on District Mental Health and Wellness Survey
John Paramo, Assistant Superintendent, Educational Services, will report on the findings of the 2019 BUSD Mental Health and Wellness Survey, as presented.

2019 Wellness_Center_Board_Report.pdf

11.d 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.

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 17 Adopting and Approving the Associate Membership Agreement Joining the Education Technology Joint Powers Authority
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 17 Adopting and Approving the Associate Membership Agreement Joining the Education Technology Powers Authority, effective November 8, 2019, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Adoption Resolution 17_Associate Agreement_Ed Tech JPA_11072019.pdf

12.b Approval of Amended Burbank Unified School District Gifted and Talented Education Program (GATE) Master Plan
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Amended Burbank Unified School District Gifted and Talented Education Program (GATE) Master Plan, as presented.

Approval of Amended GATE Master Plan with Plan.pdf

12.c Adoption of Resolution 18 for the Elimination or Reduction of Services for Classified Positions
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 18 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 18 - Reduction in Force.pdf

12.d 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.

Gift Report_110719.pdf

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

13.a Action on Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student

960002296, not to exceed $75,000 (01.0-65000.0-50010-36000-5813-7440000), effective September 10, 2019 through July 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960002296_Settlement Agreement.pdf

13.b Action on Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960010470, not to exceed $3,750 (01.0-65000.0-50010-36000-5813-7440000), effective October 7, 2019 through Fall Semester of 2020/2021 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960010470_Settlement Agreement.pdf

13.c Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of October 17, 2019, as presented.

Minutes.10.17.19.pdf

13.d Approval of Personnel Report Number 19-20-08
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 19-20-08, covering Certificated and Classified personnel, and consisting of Pages 1 to 11 inclusive, as presented.

Personnel Report.pdf

13.e 2019-2020 Purchase Order Report
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2019-2020 as listed through October 07, 2019, as presented.

2019-2020 Purchase Order Report.pdf

13.f Approval of Warrants
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $3,140,798.07 and commercial warrants in the total amount of $2,327,834.77, as presented.

Warrants.pdf

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

Approval of Instructional Consultants Redacted.pdf

13.h 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 Inclusive Education and Community Partnership, to provide consultation for Special Education Student 960030115, not to exceed $2,251.68 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960030115_Consultant Agreement_IECP.pdf

13.i 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 LA Speech Pathology Services, Inc., to provide Speech and Language Evaluation as well as an Occupational Therapy Evaluation (IEE) and attend an IEP meeting for Special Education Student 960019804, not to exceed $3,200 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960019804_Consultant Agreement_LA Speech.pdf

13.j 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 Dr. Andre van Rooyen, to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013929, not to exceed $5,600 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960013929_Consultant Agreement_Dr. Van Rooyen.pdf

13.k 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 Dr. Andre van Rooyen, to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960029436, not to exceed $5,600 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented

SPED Student 960029436_Van Rooyen_IEE.pdf

13.l 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 Tiny Talk Speech Therapy, to provide Speech and Language Evaluations and assessments for Burbank Unified School District Students, not to exceed $2,400 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Consultant Agreement_Tiny Talks Speech.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 Burbank Optometric Center, to provide vision therapy for Special Education Student 960010470, not to exceed $5,250 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through July 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960010470_Burbank Optometric.pdf

13.n 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 Dr. Karen Epport, to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960022464, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960022464_Epport_IEE.pdf

13.o Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Accommodating Ideas, Inc., to provide interpreters and translators for DHH special education students, not to exceed $3,000 $110,000 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2019 through June 20, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Board approval date was June 20, 2019 in the amount of $10,000. This amendment changes the total fiscal impact from $10,000 to $110,000.

SPED Consultant Agreement_Accommodating Ideas_Amendment.pdf

13.p Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Purple Communications, to provide interpreters and translators for DHH special education students, not to exceed $100,000 $200,000 (01.0-65000.0-50010-36000-5813-7440000), effective November 8, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Board approval date was June 20, 2019 in the amount of $100,000. This amendment changes the total fiscal impact from $100,000 to $200,000.

SPED Consultant Agreement_Purple_Amendment.pdf

13.q Approval of Clinical Nursing Agreement– Mount Saint Mary's University
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Clinical Nursing Agreement between the Burbank Unified School District and Mount Saint Mary's University to provide educational field experience, effective November 8, 2019 through November 7, 2023, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement-Mount St Marys.pdf

13.r Approval of Participating Internship Partner Agreement
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and internship partner listed in Exhibit A, effective November 8, 2019 through November 7, 2024 with an annual review, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Partnership Agmt with Agmt.pdf

13.s Amended Agreement for Consultant Services
Stacy Cashman, Director, Student Services, recommends that the Board of Education amend the agreement for consultant services between the Burbank Unified School District and Maxim Health Care Services, Inc., DBA: Maxim Staffing Solutions, to provide other health services on an "as needed" basis when other qualified staff are not available effective September 5, 2019 through June 30, 2020, not to exceed $15,000 (01.0-00000-11100-10000-5810-7452000), and that the authority to sign the agreement be exercised pursuant to BUSD/AR 3314, as presented.

Note: This agreement was originally approved by the Board of Education October 3, 2019. This amendment increases the amount from $10,000 to not to exceed $15,000.

Maxim Board Memo 11-7-19.pdf

13.t Amended Notice of Completion, H.L. Moe Co., Inc., PVC Line Leak Repair at John Burroughs High School (Restricted Routine Maintenance)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the amended Notice of Completion as completed: PVC Line Leak Repair at John Burroughs High School, not to exceed $21,210.51 PO# 19003928 (01.0-81500.0-00000-81100-5631-752-3100), Routine Restricted Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: Notice of Completion was amended to add the 5% retention, total of $1,060.53, that was not included in original Board report on October 3, 2019. This amended report changed the not to exceed amount from $20,149.98 to $21,210.51.

AMEND. NOC_MOE Plumbing_JBHS_rout.maint..pdf

13.u Acceptance of Notice of Completion, Schafer Electric Inc., Installation of New Feed to Existing Auditorium Panel at Roosevelt Elementary School (Restricted Routine Maintenance)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board

of Education accept the following as completed: Installation of new feed to existing auditorium panel at Roosevelt Elementary School, not to exceed $43,000 PO# 20000622 (01.0-81500.0-00000-81100-5631-752-3100), Routine Restricted Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

NOC_SCHAFER_ROOSEVELT_rout.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**
**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: | November 7, 2019 |
| SUBJECT: | First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations |

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**Background:**

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

The updates presented at this time are the July 2019 Board Policies sent to the District by CSBA. These policies have also been reviewed by a subcommittee consisting of two members of the Board of Education and appropriate administrative staff. Changes appear in red on the PDF version; text to be added is underlined and/or highlighted and text to be deleted is shown as struck through.

**Discussion/Issues:**

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

**Fiscal Impact:**

None

**Recommendation**:

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

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

**BP 1112 - Media Relations**
(BP revised)

Policy updated to expand the section on "Crisis Communications Plan" to apply to natural disasters, involve district technology personnel in the development of the plan, and expand the contents of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media, clarify that media representatives can be required to register before coming on campus only if the district has adopted a policy requiring all visitors to register, and clarify that the only student directory information that may be released to the media is that information designated by the district in AR 5125.1 - Release of Directory Information.

**AR 3320 - Claims and Actions Against the District**
(AR revised)

Regulation updated to add statement requiring the use of district procedures for claims against the district prior to filing a lawsuit. Regulation also defines "limited civil case" as one that is for an amount of $25,000 or less.

**BP/AR 3551 - Food Service Operations/Cafeteria Fund**
(BP/AR revised)

Policy updated to reflect **NEW FEDERAL REGULATION (84 Fed. Reg. 8247)** and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect **NEW LAW (AB 3043, 2018)** which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.

**AR 4117.7/4317.7 - Employment Status Reports**
(AR revised)

Regulation updated pursuant to Education Code 44940 to include a violation or attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."

**BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions**
(BP added)

New policy addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.

**BP/AR 4218 - Dismissal/Suspension/Disciplinary Action**
(BP added; AR revised)

New policy contains material formerly in AR pertaining to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects **NEW LAW (AB 2234, 2018)** which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Regulation updates and consolidates the causes for disciplinary action. Regulation also adds the requirement to set a timeline by which the employee may request a hearing, which must be not less than five days after serving notice upon the employee. Section on "Compulsory Leave of Absence" expanded to define "mandatory" and "optional" leave of absence offenses and reflect requirements pertaining to extension of the leave and compensation during the leave. Material pertaining to merit system districts moved to BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

**BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System)**
(BP/AR added)

New policy and regulation address requirements for disciplinary proceedings for classified employees in merit system districts. BP/AR contain material formerly in AR 4218 - Dismissal/Suspension/Disciplinary Action, and new material consistent with BP/AR 4218 and BP/AR 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects **NEW LAW (AB 2234, 2018)** which requires the personnel commission to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor.

**BP 5123 - Promotion/Acceleration/Retention**
(BP revised)

Policy updated to make minor revision reflecting current law pertaining to the requirement to provide remedial instruction to students who are recommended for retention or are identified as being at risk for retention.

**BP/AR 5136 - Gangs**
(BP/AR revised)

Policy and regulation updated to expand material related to supports and services for students identified as gang members and reflect best practices for gang prevention, intervention, and suppression described in **NEW RESOURCE** from the National Gang Center and in publication from the Los Angeles Police Department.

**BP/AR 6142.2 - World Language Instruction**
(BP/AR revised)

Policy and regulation retitled to be consistent with terminology used in the Education Code pursuant to **NEW LAW (AB 2319, 2018)**. Policy and regulation updated to reflect **NEW STATE CONTENT STANDARDS** for world language instruction adopted by the State Board of Education in January 2019. Policy also reflects University of California guidance stating that American Sign Language courses may be used to satisfy world language coursework requirements for college admission, and reflects state regulations which require districts to establish a process for receiving and responding to input from parents/guardians and other stakeholders regarding the world language in which instruction will be provided in any program sufficient to produce proficiency in a world language. Regulation also reflects state regulation requiring districts to establish a process for receiving and responding to parent/guardian requests to establish a language acquisition program not currently offered at the school.

**AR 6145.2 - Athletic Competition**
(AR revised)

Regulation updated to reflect **NEW LAW (SB 1109, 2018)** which requires districts to annually provide student athletes and their parents/guardians an opioid fact sheet produced by the Centers for Disease Control and Prevention.

**BP/AR 6145.6 - International Exchange**
(BP/AR revised)

Policy updated to clarify the scope of the policy, separate material pertaining to district students studying in another country and material pertaining to international exchange students studying in district schools, and reflect CSBA Legal Guidance. Policy also addresses student eligibility, information to obtain from the placement organization, and methods that may be used to calculate the total cost of educating an international student for the purpose of determining tuition. Regulation reflects the requirement to provide the placement organization with written acceptance of a student's enrollment, clarifies that a student's enrollment may be for one semester or one year, and adds optional language regarding the provision of a school transcript.

**BP/AR 6174 Education for English Learners**
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2735, 2018)** which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects **NEW STATE REGULATION (Register 2019, No. 1)** which establishes a timeframe for notifying parents/guardians of their child's ELPAC test results when the results are received from the test contractor after the last day of instruction for the school year.

**BP 6179 - Supplemental Instruction**
(BP revised)

Policy updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. Policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.

**BB/E 9321 - Closed Session**
(BB revised; E(1) and E(2) added)

Bylaw retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites. Exhibit (1) added to provide examples of agenda descriptions of closed session items. Exhibit (2) added to provide examples of reports of closed session actions that must be made when the board reconvenes in open session following the closed session.



**BB 9321.1 - Closed Session Actions and Reports**
(BB deleted): Bylaw deleted and key concepts incorporated in BB 9321 - Closed Session.

# MEDIA RELATIONS

The Governing Board respects the public's desire for and right to information and recognizes that the media significantly influence the community's understanding of school programs, student achievement, and school safety. In order to develop and maintain positive media relations, the Board and Superintendent shall reasonably accommodate media requests for information and provide accurate, reliable, and timely information.

In conjunction with the Superintendent or designee, the Board shall periodically establish priorities and key messages for proactively communicating with the media regarding current district issues, activities, or needs.

*(cf. 0400 - Comprehensive Plans)*
*(cf. 0450 - Comprehensive Safety Plan)*
*(cf. 0460 - Local Control and Accountability Plan)*
*(cf. 0510 - School Accountability Report Card)*
*(cf. 1100 - Communication with the Public)*
*(cf. 1160 - Political Processes)*

Media representatives are welcome at all public Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

*(cf. 9321 - Closed Session)*
*(cf. 9322 - Agenda/Meeting Materials)*

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

*(cf. 1250 - Visitors/Outsiders)*
*(cf. 3515.2 - Disruptions)*

Staff may provide the media with student directory information, as identified in AR 5125.1 - Release of Directory Information, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release other student records or personally identifiable student information that is private or confidential as required by law, Board policy, or administrative regulation.

*(cf. 1340 - Access to District Records)*
*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*
*(cf. 5125 - Student Records)*
*(cf. 5125.1 - Release of Directory Information)*
*(cf. 9010 - Public Statements)*
*(cf. 9324 - Minutes and Recordings)*

## Interviewing and Photographing Students

The district shall not impose restraints on students' right to speak freely with media representatives. However, interviewing and photographing students shall not create

**MEDIA RELATIONS** (continued)

substantial disruption to the orderly operation of the school or impinge on the rights or safety of students. Therefore, the district shall encourage media representatives who wish to interview or photograph students at school to make prior arrangements with the principal.

*(cf. 5145.2 - Freedom of Speech/Expression)*

**Media Contacts/Spokespersons**

The Superintendent or designee shall identify the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent, public information officer, or district communications director. Other Board members and/or staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue or appropriateness given a particular situation.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

*(cf. 9240 - Board Training)*

**Crisis Communications Plan**

The Superintendent or designee shall develop strategies for working with the media to provide timely and accurate information to students, parents/guardians, and the community during a crisis or natural disaster. The crisis communications plan may include, but not be limited to, identification of a media center, strategies for press conference logistics, and development and integration of both internal and external notification systems, including public address systems, social media, web site postings, and text alerts.

*(cf. 0450 - Comprehensive Safety Plan)*
*(cf. 1113 - District and School Web Sites)*
*(cf. 1114 - District-Sponsored Social Media)*
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Superintendent or designee shall include local law enforcement, media representatives, and district technology personnel in the crisis planning process.

*Legal Reference: (see next page)*

**MEDIA RELATIONS** (continued)

*Legal Reference:*
*EDUCATION CODE*
*32210-32212 Willful disturbance of public school or meeting*
*35144 Special meetings*
*35145 Public meetings*
*35160 Authority of governing boards*
*35172 Promotional activities*
*48907 Freedom of speech and press*
*48950 Prohibition against disciplinary action for first amendment speech*
*49061 Definition of directory information*
*49073 Directory information*
*EVIDENCE CODE*
*1070 Refusal to disclose news source*
*PENAL CODE*
*627-627.10 Access to school premises*
*UNITED STATES CODE, TITLE 20*
*1232g Family educational and privacy rights*
*CODE OF FEDERAL REGULATIONS, TITLE 34*
*99.3 Definition of directory information*
*COURT DECISIONS*
*Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302*
*ATTORNEY GENERAL OPINIONS*
*79 Ops.Cal.Atty.Gen. 58 (1996)*

*Management Resources:*
*WEB SITES*
*CSBA: http://www.csba.org*

# CLAIMS AND ACTIONS AGAINST THE DISTRICT

Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.

## Time Limitations

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to childhood sexual abuse or any other cause of action specifically excepted from the Government Claims Act by Government Code 905 and for which a statute or regulation provides a claims presentation procedure shall be filed in accordance with the applicable governing statute or regulation. (Government Code 905, 935)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. In accordance with the Governing Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 and which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)

3. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)

4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

## Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

**Review of Contents of the Claim**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant

2. The post office address to which the person presenting the claim desires notices to be sent

3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted

4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim

5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of $25,000 or less.

7. The signature of the claimant or the person acting on the claimant's behalf

**Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

**Amendment to Claims**

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

**Late Claims**

For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.

2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.

4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

**CLAIMS AND ACTIONS AGAINST THE DISTRICT** (continued)

**Action on Claims**

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.

2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.

3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.

4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.

5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

# FOOD SERVICE OPERATIONS/CAFETERIA FUND

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

*(cf. 3100 - Budget)*
*(cf. 3300 - Expenditures and Purchases)*
*(cf. 3311 - Bids)*
*(cf. 3550 - Food Service/Child Nutrition Program)*
*(cf. 3552 - Summer Meal Program)*
*(cf. 5030 - Student Wellness)*

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

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

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the CDE. (42 USC 1776)

## Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

*(cf. 3553 - Free and Reduced Price Meals)*

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557, 49557.5)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*
*(cf. 0415 - Equity)*

## Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

~~**OPTION 1:** The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)~~

~~**OPTION 2:**~~ The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

*(cf. 3230 - Federal Grant Funds)*
*(cf. 3400 - Management of District Assets/Accounts)*
*(cf. 3460 - Financial Reports and Accountability)*

## Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

*(cf. 3312 - Contracts)*
*(cf. 3600 - Consultants)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

**Procurement of Foods, Equipment and Supplies**

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

**Program Monitoring and Evaluation**

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

*(cf. 3555 - Nutrition Program Compliance)*



*Legal Reference: (see next page)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

*Legal Reference:*

*EDUCATION CODE*
*38080-38086.1 Cafeteria, establishment and use*
*38090-38095 Cafeterias, funds and accounts*
*38100-38103 Cafeterias, allocation of charges*
*42646 Alternate payroll procedure*
*45103.5 Contracts for management consulting services; restrictions*
*49490-49493 School breakfast and lunch programs*
*49500-49505 School meals*
*49550-49564.5 Meals for needy students, especially:*
*49550.5 Universal breakfast*
*49554 Contract for services*
*49580-49581 Food recovery program*
*FOOD AND AGRICULTURE CODE*
*58595 Preference for California-grown agricultural products*
*HEALTH AND SAFETY CODE*
*113700-114437 California Retail Food Code*
*PUBLIC CONTRACT CODE*
*2000-2002 Responsive bidders*
*20111 Contracts*
*CODE OF REGULATIONS, TITLE 5*
*15550-15565 School lunch and breakfast programs*
*UNITED STATES CODE, TITLE 42*
*1751-1769j School lunch programs*
*1771-1791 Child nutrition, including:*
*1773 School breakfast program*
*CODE OF FEDERAL REGULATIONS, TITLE 2*
*200.56 Indirect costs, definition*
*200.317-200.326 Procurement standards*
*200.400-200.475 Cost principles*
*200 Appendix VII Indirect cost proposals*
*CODE OF FEDERAL REGULATIONS, TITLE 7*
*210.1-210.31 National School Lunch Program*
*220.1-220.21 National School Breakfast Program*
*250.1-250.70 USDA foods*

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*
*California School Accounting Manual*
*Food Distribution Program Administrative Manual*
*Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019*
*Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018*
*Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018*



*Management Resources continued: (see next page)*

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

*Management Resources: (continued)*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)*

*Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018*

*Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017*

*Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015*

*Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013*

*Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000*

*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS*

*FAQs About School Meals*

*Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017*

*Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, May 2017*

*Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017*

*Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016*

*Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016*

*Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*

*WEB SITES*

*California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu*

*California School Nutrition Association: http://www.calsna.org*

*U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/cnd*

# FOOD SERVICE OPERATIONS/CAFETERIA FUND

## Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

*(cf. 3550 - Food Service/Child Nutrition Program)*
*(cf. 3552 - Summer Meal Program)*
*(cf. 3553 - Free and Reduced Price Meals)*
*(cf. 3555 - Nutrition Program Compliance)*

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year

2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually

3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year

4. Posting the policy on the district's web site

5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

*(cf. 1113 - District and School Web Sites)*
*(cf. 5145.6 - Parental Notifications)*

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.

*(cf. 1340 - Access to District Records)*
*(cf. 3580 - District Records)*

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

**Unpaid and Delinquent Meal Charges**

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

**Reimbursement Claims**

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

**Donation of Leftover Food**

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

*(cf. 3510 - Green School Operations)*

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

**Cafeteria Fund**

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38093)

*(cf. 3100 - Budget)*
*(cf. 3300 - Expenditures and Purchases)*

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with nonfederal funds. (Education Code 49550.5)

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

*(cf. 3110 - Transfer of Funds)*

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (7 CFR 210.14, 220.7)

**U.S. Department of Agriculture Foods**

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

**Contracts with Outside Services**

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

*(cf. 3312 - Contracts)*
*(cf. 3515.6 - Criminal Background Checks for Contractors)*
*(cf. 3600 - Consultants)*
*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*
*(cf. 4212 - Appointments and Conditions of Employment)*

**EMPLOYMENT STATUS REPORTS**

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

*(cf. 4116 - Probationary/Permanent Status)*
*(cf. 4117.6 - Decision Not to Rehire)*
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

2. Resigns

*(cf. 4117.2/4217.2/4317.2 - Resignation)*

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

*(cf. 4115 - Evaluation/Supervision)*
*(cf. 4117.3 - Personnel Reduction)*

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

**EMPLOYMENT STATUS REPORTS** (continued)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

**Additional Reports of Employee Misconduct**

The Superintendent or designee shall submit a report to CTC, using a form provided by CTC and attaching all relevant documents, whenever:

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 or violation or attempted violation of Penal Code 187 (murder). (Education Code 44242.5, 44940, 44940.5)

   Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to CTC. In addition, the Superintendent or designee shall report to CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

   If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)

As appropriate, the Superintendent or designee also shall notify CTC of any of the following:

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*

   The notice to CTC shall contain all of the following information: (5 CCR 80304)

   a. Name of the employee alleged to have engaged in the sexual misconduct

   b. Name, age, and address of each victim of the alleged sexual misconduct

   c. A summary of all information known to the district regarding the alleged sexual misconduct

**EMPLOYMENT STATUS REPORTS** (continued)

d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

*(cf. 1312.1 - Complaints Concerning District Employees)*
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*
*(cf. 5145.7 - Sexual Harassment)*

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

*(cf. 5125 - Student Records)*

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)

4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

*Legal Reference:*

*EDUCATION CODE*
*44009 Conviction of specified crimes*
*44010 Sex offense, definitions*
*44011 Controlled substance offense, definitions*
*44030.5 Employment status reports*
*44225 Powers and duties of CTC*
*44242.5 Reports and review of alleged misconduct*
*44420-44440 Adverse actions by CTC against credential holder*
*44932 Causes for dismissal*
*44940 Sex offenses and narcotic offenses; compulsory leave of absence*
*44940.5 Compulsory leave of absence*
*44955-44958 Reduction in force*
*PENAL CODE*
*187 Murder*
*CODE OF REGULATIONS, TITLE 5*
*80303 Reports of change in employment status, alleged misconduct*
*80304 Notice of sexual misconduct*

*Management Resources: (see next page)*

**EMPLOYMENT STATUS REPORTS** (continued)

*Management Resources:*

*COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS*
*California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2019*
*WEB SITES*
*CSBA: http://www.csba.org*
*Commission on Teacher Credentialing: http://www.ctc.ca.gov*

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

*(cf. 5145.7 - Sexual Harassment)*

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

*(cf. 1312.1 - Complaints Concerning District Employees)*
*(cf. 1312.3 - Uniform Complaint Procedures)*
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

*(cf. 4117.7/4317.7 - Employment Status Reports)*
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

**MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS** (continued)

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

*(cf. 1113 - District and School Web Sites)*
*(cf. 5145.6 - Parental Notifications)*

**Inappropriate Conduct**

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

2. Being alone with a student outside of the view of others

3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

   When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

*(cf. 4040 - Employee Use of Technology)*

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

**MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS** (continued)

8. Addressing a student in an overly familiar manner, such as by using a term of endearment

9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities

10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose

11. Transporting a student in a personal vehicle without prior authorization

12. Encouraging students to confide their personal or family problems and/or relationships

13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

*Legal Reference*

*EDUCATION CODE*
*44030.5 Employment status reports*
*44050 Employee code of conduct; employee interactions with students*
*44242.5 Reports and review of alleged misconduct*
*44940 Sex offenses and narcotic offenses; compulsory leave of absence*
*48980 Parental notifications*
*PENAL CODE*
*11164-11174.3 Child Abuse and Neglect Reporting Act*
*CODE OF REGULATIONS, TITLE 5*
*80303 Reports of change in employment status, alleged misconduct*
*80304 Notice of sexual misconduct*

## DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, and administrative regulation.

*(cf. 1312.1 - Complaints Concerning District Employees)*
*(cf. 4000 - Concepts and Roles)*
*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*
*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*
*(cf. 4141/4241 - Collective Bargaining Agreement)*
*(cf. 4200 - Classified Personnel)*

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

*(cf. 4030 - Nondiscrimination in Employment)*
*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*
*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

*(cf. 4216 - Probationary/Permanent Status)*

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

### Procedures for Disciplinary Proceedings

If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

If a timely request is submitted, a hearing shall be conducted by the Board, except that, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. (Education Code 45113, 45312)

*(cf. 3515.3 - District Police/Security Department)*

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

*(cf. 9321 - Closed Session)*

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

Following the hearing, the Board shall affirm, modify, or reject the disciplinary action recommended by the Superintendent or designee. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

In cases involving an allegation of egregious misconduct, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

*Legal Reference: (see next page)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

*Legal Reference:*

*EDUCATION CODE*
*35161 Delegation of powers and duties*
*44009 Conviction of specified crimes*
*44010 Sex offense*
*44011 "Controlled substance offense" defined*
*44031 Personnel file*
*44940 Leave of absence; employee charged with mandatory or optional leave of absence offense*
*44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security*
*44990-44994 Testimony of minor witnesses at dismissal or suspension hearings*
*45101 Definitions (including "disciplinary action," "cause")*
*45109 Fixing of duties*
*45113 Rules and regulations for classified service in districts not incorporating the merit system*
*45123 Employment after conviction of sex or narcotics offense*
*45124 Dismissal of sexual psychopath*
*45202 Transfer of accumulated sick leave and other benefits following dismissal*
*45240-45320 Merit system, classified employees*
*CODE OF CIVIL PROCEDURE*
*1286.2 Grounds for vacating decision of arbitrator*
*GOVERNMENT CODE*
*11500-11529 Administrative adjudication*
*12900-12996 Fair Employment and Housing Act*
*54957 Brown Act open meeting laws; closed session*
*HEALTH AND SAFETY CODE*
*11054 Schedule I; substances included*
*11055 Schedule II, substances included*
*11056 Schedule III, substances included*
*11357-11361 Marijuana*
*11363 Peyote*
*11364 Opium*
*11370.1 Possession of controlled substances with a firearm*
*PENAL CODE*
*187 Murder*
*667.5 Sex offenders*
*830.32 Peace officers employed by district*
*1192.7 Violent or serious felony*
*11165.2-11165.6 Child abuse or neglect, definitions*
*VEHICLE CODE*
*1808.8 School bus drivers; dismissal for safety-related cause*
*UNITED STATES CODE, TITLE 42*
*12101-12213 Americans with Disabilities Act*
*COURT DECISIONS*
*California School Employees Association v. Bonita Unified School District, (2008) No. B200141*
*California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391*
*CSEA v. Foothill Community College District, (1975) 52 Cal.App. 3rd 150, 155-156, 124 Cal. Rptr 830*

## DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

### Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*
*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

3. Unlawful discrimination, including harassment, against any student or other employee

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*
*(cf. 5145.3 - Nondiscrimination/Harassment)*
*(cf. 5145.7 - Sexual Harassment)*

4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure

5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records

6. Unsatisfactory performance

7. Unprofessional conduct

8. Dishonesty

9. Neglect of duty or absence without leave

10. Insubordination

11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

*(cf. 4020 - Drug and Alcohol-Free Workplace)*
*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*
*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*
*(cf. 4159/4259/4359 - Employee Assistance Program)*

12. Destruction or misuse of district property

*(cf. 4040 - Employee Use of Technology)*

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*
*(cf. 4212 - Appointment and Conditions of Employment)*

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

*(cf. 4030 - Nondiscrimination in Employment)*
*(cf. 4032 - Reasonable Accommodation)*

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

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

16. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)

17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

*(cf. 5145.2 - Freedom of Speech/Expression)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

*(cf. 4216 - Probationary/Permanent Status)*

**Initiation and Notification of Charges**

The Superintendent or designee shall file any recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

**Request for Hearing**

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

**Employment Status Pending a Hearing**

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

**Compulsory Leave of Absence**

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)

3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

# DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)

The Governing Board expects all employees to perform their jobs satisfactorily and exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, any applicable collective bargaining agreement, Board policy and administrative regulation, and the rules of the personnel commission.

*(cf. 1312.1 - Complaints Concerning District Employees)*
*(cf. 4000 - Concepts and Roles)*
*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*
*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*
*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*
*(cf. 4141/4241 - Collective Bargaining Agreement)*
*(cf. 4200 - Classified Personnel)*

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

*(cf. 4030 - Nondiscrimination in Employment)*
*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*
*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

*(cf. 4216 - Probationary/Permanent Status)*

Any classified employee designated as a permanent employee shall be subject to disciplinary action only for cause as specified in administrative regulation. (Education Code 45302)

## Procedures for Disciplinary Proceedings

If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee shall be deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)** (continued)

If a timely request is submitted, the hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The parties shall be notified of the time and place of the hearing.

The matter shall be heard by the Board in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

*(cf. 9321 - Closed Session)*

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel. The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

An employee may appeal the Board's decision to the personnel commission in accordance with Education Code 45305-45307. The decision of the personnel commission shall be final. (Education Code 45306)

However, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. The ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45312)

*Legal Reference: (see next page)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)** (continued)

*Legal Reference:*

*EDUCATION CODE*
*35161 Delegation of powers and duties*
*44009 Conviction of specified crimes*
*44010 Sex offense*
*44011 "Controlled substance offense" defined*
*44031 Personnel file*
*44940 Leave of absence; employee charged with mandatory or optional leave of absence offense*
*44940.5 Compulsory leave of absence*
*44990-44994 Testimony of minor witnesses at dismissal or suspension hearings*
*45101 Definitions (including "disciplinary action," "cause")*
*45109 Fixing of duties*
*45123 Employment after conviction of sex or narcotics offense*
*45124 Dismissal of sexual psychopath*
*45202 Transfer of accumulated sick leave and other benefits following dismissal*
*45240-45320 Merit system, classified employees, especially:*
*45302-45307 Suspension, dismissal, or other disciplinary action; classified employees*
*CODE OF CIVIL PROCEDURE*
*1286.2 Grounds for vacating decision of arbitrator*
*GOVERNMENT CODE*
*11500-11529 Administrative adjudication*
*12900-12996 Fair Employment and Housing Act*
*54957 Brown Act open meeting laws; closed session*
*HEALTH AND SAFETY CODE*
*11054 Schedule I; substances included*
*11055 Schedule II, substances included*
*11056 Schedule III, substances included*
*11357-11361 Marijuana*
*11363 Peyote*
*11364 Opium*
*11370.1 Possession of controlled substances with a firearm*
*PENAL CODE*
*187 Murder*
*667.5 Sex offenders*
*830.32 Peace officers employed by district*
*1192.7 Violent or serious felony*
*11165.2-11165.6 Child abuse or neglect, definitions*
*VEHICLE CODE*
*1808.8 School bus drivers; dismissal for safety-related cause*
*UNITED STATES CODE, TITLE 42*
*12101-12213 Americans with Disabilities Act*
*COURT DECISIONS*
*California School Employees Association v. Bonita Unified School District, (2008) No. B200141*
*California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391*
*CSEA v. Foothill Community College District, (1975) 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830*



*Management Resources: (see next page)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)** (continued)

*Management Resources:*

*CALIFORNIA SCHOOL PERSONNEL COMMISSIONERS ASSOCIATION PUBLICATIONS*
*Merit Rules and Regulations: CSPCA Recommended Personnel Policies and Procedures Manual for California School Merit Systems, 2014*
*WEB SITES*
*California School Personnel Commissioners Association: https://meritsystem.org*

# DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)

## Causes for Disciplinary Action

A permanent classified employee may be subject to suspension without pay for up to 30 days, demotion, involuntary reassignment, or dismissal for one or more of the causes designated by the personnel commission. (Education Code 45302, 45304)

## Initiation and Notification of Charges

The Superintendent or designee shall file any recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. (Education Code 45116)

In addition, the notice shall advise the employee of the right to appeal and the timeline and procedure for doing so.

## Request for Hearing

Within the time period specified in the notice of the recommendation of disciplinary action, which shall be no more than five working days, a permanent classified employee may submit to the Superintendent or designee a request for a hearing on the charges.

In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

## Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any Board hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)** (continued)

**Compulsory Leave of Absence**

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44940, 45304)

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)

3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

**Appeal to the Personnel Commission**

Any permanent classified employee who has been suspended, demoted, or dismissed may appeal to the personnel commission within 14 days after receipt of a copy of the written charges by filing a written answer to the charges. (Education Code 45305)

Upon request of the employee, the personnel commission or a hearing officer designated by the personnel commission shall conduct a hearing. The employee shall be entitled to appear in person at the hearing and may be represented by legal counsel. (Education Code 45306)

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)** (continued)

The decision of the personnel commission shall be final. The district shall notify the personnel commission in writing when it has fully complied with the decision. (Education Code 45306, 45307)

**PROMOTION/ACCELERATION/RETENTION**

The Governing Board expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

Progress toward high school commencement shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits. The student may also have to meet other requirements as directed by the state and the Board.

The district's academic standards which define what students must know and be able to do are aligned with rigorous Common Core State Standards. Regular assessment of student progress towards meeting these standards must occur in order to determine which programs, services, and strategies are effective in helping students meet these standards, identify needed improvements, and determine the degree to which students and staff are meeting their responsibilities.

*(cf. 6011 - Academic Standards)*
*(cf. 6146.1 - High School Graduation Requirements)*
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*
*(cf. 6170.1 - Transitional Kindergarten)*

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3

2. Between grades 3 and 4

3. Between grades 4 and 5

4. Between the end of the intermediate grades and the beginning of the middle school grades

5. Between the end of the middle school grades and the beginning of the high school grades

6. The Board directs that students identified as English Learners (also Limited English Proficient-LEP) shall not be discriminated against under this policy or its implementation. English Learners will be given appropriate language acquisition instruction until they are redesignated. They may be advanced from one grade level to the next if evidence based on multiple measures indicates students are making progress towards English language acquisition and achievement of standards.

7. Special Education students' achievement data will be reviewed in relation to the established district academic standards as well as with their Individualized Education Plan (IEP). A site-based IEP team will have the responsibility to make the decision to retain, promote, or accelerate a Special Education student based upon the standards and the students' progress.

8. The Board does not encourage student retention as a means of academic intervention.

~~**OPTION 1:** Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:~~

_____
_____
_____

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

~~**OPTION 2:**~~ Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by the results of state assessments administered pursuant to Education Code 60640-60649 and the following additional indicators of academic achievement:

*(cf. 6162.5 - Student Assessment)*
*(cf. 6162.51 - State Academic Achievement Tests)*

1. Students shall be identified for possible retention, or as being at risk of retention, based on failure to meet minimum levels of proficiency, as indicated by grades and district developed and adopted multiple achievement measures for each grade level in the content areas of reading, English language arts, and/or mathematics as required (see AR 5123). (Education Code 48070.5(c))

2. The district's multiple measures are aligned to Common Core State Standards which the Board has adopted for the district for reading, English language arts, and/or mathematics. Assessments are administered at various times of the year as they align with the instructional schedule. Performance on each assessment will be reviewed both separately and cumulatively.

3. Students who are performing at the beginning levels on these measures will not be considered to be making minimum progress and, therefore, may be considered at risk of retention or possibly retained. These students will be required to receive mandatory intervention support to help them succeed and meet grade level expectations (Education Code 48070.5 (h)). Retention will not be considered unless there is evidence that this intervention support occurred.

~~1.~~4. Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

*(cf. 6142.91 - Reading/Language Arts Instruction)*
*(cf. 6142.92 - Mathematics Instruction)*

5. The district shall use multiple measures to determine whether students meet established standards and proficiency in reading. These measures must minimally include examples of student work, performance on standardized tests, performance on district grade level assessments and criterion-referenced tests, and final class grade in reading.

6. Between fourth grade and fifth grade, and between the end of the intermediate grades and the beginning of middle school, fifth grade and sixth grade, and between the end of the middle school grades and the beginning of high school, eighth grade and ninth grade on the basis of the student's level of proficiency in reading, English language arts, and/or mathematics.

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

a. The district shall use multiple measures to determine whether students meet established standards and proficiency in reading, English language arts, and/or mathematics. These measures must minimally include examples of student work, performance on standardized tests, performance on district grade level assessments and criterion-referenced tests, and final class grade in the subject.

7. Promotion or retention of students between kindergarten and grade 1 shall be based on the following, and include the teacher, a Student Study Team (SST), and the principal who shall determine that:

a. Students five years old or older who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student be retained in kindergarten for no more than one additional school year, subject to the following criteria: (Education Code 48011 and 46300)

- The student has not met standards of expected academic achievement as determined by observation, assessments, and multiple measures.

- Documented remedial help for the student has not sufficiently prepared the student for advancement to first grade.

- The required "Agreement for Student to Continue in Kindergarten" form has been completed, signed, dated prior to the student's anniversary of enrollment date, and placed in the student's cumulative folder.

b. A student currently enrolled in kindergarten may be admitted to the first grade at the discretion of the principal and upon determination that the student is ready for first grade work. Admission shall be subject to the following minimum criteria (California Code of Regulations, Title 5, Section 200):

- The child is at least five years of age.

- The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.

- The child has demonstrated mastery of kindergarten standards in English language arts and/or mathematics.

- The physical development and social maturity of the child are consistent with his/her advanced mental ability.

- The parent/guardian/caregiver of the child has filed a written statement with the school district approving the placement in first grade.

8. If retention of a student between grades 1 and 2 is considered, the teacher and Student Study Team in conjunction with the principal shall determine that:

a. The student has not met grade-level standards of expected academic achievement.
b. Documented remedial help for the student has not sufficiently prepared the student for advancement.
c. Appropriate treatment targeted to the student's needs will be provided for the retention.
d. Parent/guardian agreement is suggested but not required.

9. Promotion or retention of student between grades 6 and 7 and Grades 7 and 8 shall be on the basis of the student's level of proficiency in reading, English language arts, and/or mathematics and shall follow the same procedure as required at other grades at the middle school level.

**Promotion or Retention of Students**

1. Education Code 48070.5 (d) requires the Board to include in its policy that if a student's grades and other indicators of academic achievement designated by the Board identify that a student is performing below the minimum standards for promotion, then the student shall be retained in his or her current grade level.

2. If a student is identified by the teacher and principal as performing below the minimum standard for promotion, the student shall be retained in his/her current grade level unless the student's regular classroom teacher recommends, in writing, to

the principal and the Student Study Team that the retention is not the appropriate intervention for the student's academic deficiencies. This recommendation shall specify the reasons that retention is not appropriate in the opinion of the teachers and also specify the interventions that are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

3. When the teacher's recommendation through the Student Study Team is to promote contingent on the student's participation in an instructional intervention strategy (e.g. before and/or after school program, summer school, etc.), the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time. The teacher's evaluation shall be provided to, and discussed with, the student's parent/guardian/caregiver and the SST before any final determination of retention or promotion is made. (Education Code 48070.5 (e))

4. The process for retention shall include the following: (Education Code 48070.5)

   a. A student's teacher and principal shall determine whether or not the student meets the minimum standard for promotion between second grade and third grade, and between third grade and fourth grade based on performance in reading; and between fourth grade and fifth grade, fifth grade and sixth grade, and eighth grade and ninth grade based on performance in reading, English language arts, and/or mathematics as identified in this policy.
   b. A student's teacher and principal shall normally make the final decision to promote or retain at the end of the school year when final grades have been determined. This policy requires that a decision to retain a student, absent unusual circumstances, shall be made only after a parent, guardian, or caregiver has received a minimum of three written notifications during the school year that the student was at risk of being retained at the end of the school year, and opportunities for remedial instruction were made available to the student during the school year.
   c. Retention of a student in the district shall normally be limited to one time only at the elementary level and one time only at the middle school level.
   d. Teachers and others playing a role in decisions related to promotion and retention are encouraged to consider factors in addition to multiple measures when making recommendations. These factors may include:

      - A student's age in comparison to the ages of others in the grade level.
      - Health or health-related issues.
      - Previous retention.
      - Social maturity and adjustment.
      - Adjustment issues, emotional problems, history of behavior.

~~1.~~5. A student's teacher and principal shall make any decision to retain the student. Any such decision shall be in writing and shall provide the reasons for the retention. The parent/guardian/caregiver will be given an opportunity to consult with the teacher both before and/or after the decision to retain the student.

~~2.~~6. If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

a. In such cases for students enrolled in grades 4 and 5, the principal shall specify the teacher or teachers responsible for the student's instruction in reading, English language arts, and/or mathematics.
b. In such cases for students enrolled in grades 6-8, the principal or designee will specify the teacher or teachers responsible for the student's instruction in reading, English language arts, and/or mathematics.

7. Students and parents/guardians/caregivers shall receive sufficient advance notice when a student does not meet standards and is at risk of not being promoted to the next grade level. This notification will occur as early in the school year and as early in the student's school career as practical. (Education Code 48070.5 (g))

8. The decision to promote or retain a student may be appealed in writing by the parent/guardian/caregiver and filed within 15 school days of the determination of retention or promotion. In some cases a parent/guardian/caregiver may request the retention of his/her child. In the case where a teacher determines that a retention decision is inappropriate, and this determination is appealed, the teacher or teachers shall state in writing the criteria on which his/her/their decision was based. The process of the appeal is outlined in the accompanying administrative regulations. Notwithstanding these administrative regulations, if an appeal is made, the burden shall be on the appealing party to show why the decision of the teacher should be overruled.

9. The Board in this policy hereby determines that the Superintendent is delegated by the Board to make the final decision to promote or retain a student on behalf of the district. (Education Code 35161)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When any student in grades 2-9 is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

*(cf. 6176 - Weekend/Saturday Classes)*
*(cf. 6177 - Summer Learning Programs)*
*(cf. 6179 - Supplemental Instruction)*

**Opportunities for Remedial Instruction**

When any student in grades 2-9 is retained or recommended for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. The Superintendent or designee also may offer

supplemental instruction to a student in grades 2-6 who is identified as being at risk for retention. (Education Code 37252.2, 37252.8, 48070.5)

1. Remedial instruction may include differentiated instruction within the classroom program, as well as intensive supplemental instruction outside of the regular school day.

2. With the parent/guardian/caregiver's consent, the principal or designee may require a student who has been recommended for retention or has been identified as being at risk of retention to participate in a supplemental instructional program. Students at risk of retention who do not participate in a supplemental instructional program may be retained if unable to meet district content standards in reading, English language arts and/or mathematics.

3. Such programs may be offered during the summer, before and/or after school, on Saturdays, or at such other times and in such other programs as the district may provide, dependent upon available funding. (Education Code 48070.5 (h))

4. Supplemental instructional programs shall be developed. Intensive supplemental instructional programs shall not be provided during the regular instructional day if it would result in the student being removed from classroom instruction in the core curriculum. (Education Code 37252.2)

5. Intensive supplemental instructional programs shall be provided to students in the following priority order: (Education Code 37252.5)

   a. Students who have been recommended for retention or who have been identified as being at risk of retention. (Education Code 48070.5)

   b. Students who have been identified as having deficiency in reading or written expression and/or mathematics based on the results of district multiple measures.

   c. Students who have been retained at a grade level.

**Acceleration of Students to a Higher Grade Level**

1. A student in the district will be accelerated only after thorough study has been given which indicates that acceleration would be in the best educational interests of the student concerned and the student is performing above the standard for promotion from the next grade level demonstrated by a superior level of performance as measured by assessments, multiple measures, and such other instruments as may be appropriate. This study will be undertaken by the teachers(s), Student Study Team (SST), and school principal. Other school personnel may be involved as recommended by the school principal.

2. Any such decision to accelerate a student shall be in writing and shall provide the reasons for the acceleration rather than the promotion. The decision regarding acceleration will be made by the principal with the concurrence of the parent/guardian/caregiver. When acceleration is recommended, it will be undertaken in the manner most advantageous to the student. Acceleration beyond the next grade level shall take place at the end of the school year.

3. When accelerated placement of a student involves placement in the middle school level from the elementary level or to the high school from the middle school level, appropriate coordination will be the responsibility of the sending school. Concurrence of the principal of each school and the parent/guardian/caregiver shall be obtained before accelerated placement is initiated.

*Legal Reference:*

*EDUCATION CODE*
*46300 Method of computing average daily attendance*
*48010 Admittance to first grade*
*48011 Promotion/retention following one year of kindergarten*
*48070-48070.5 Promotion and retention*
*56345 Elements of individualized education program*
*60640-60649 California Assessment of Student Performance and Progress*
*CODE OF REGULATIONS, TITLE 5*
*200-202 Admission and exclusion of students*

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*
*FAQs Promotion, Retention, and Grading (students with disabilities)*
*FAQs Pupil Promotion and Retention*
*Kindergarten Continuance Form*
*WEB SITES*
*CSBA: http://www.csba.org*
*California Department of Education: http://www.cde.ca.gov*

# GANGS

The Governing Board desires to keep district schools free from the threats or harmful influence of any groups who exhibit behavior disruptive to the school environment and/or the safety and well-being of students. The Board additionally desires to provide support and intervention to students who are members of gangs to enable them to successfully disengage from gang involvement and be successful in school.

*(cf. 0450 - Comprehensive Safety Plan)*
*(cf. 3513.4 - Drug and Alcohol Free Schools)*
*(cf. 5131.4 - Student Disturbances)*
*(cf. 5131.6 - Alcohol and Other Drugs)*
*(cf. 5131.7 - Weapons and Dangerous Instruments)*
*(cf. 5137 - Positive School Climate)*

The Superintendent or designee shall develop strategies for gang prevention that address the reasons that students may become involved in gangs, including the identity, recognition, or status achieved as being part of a gang, protection from gang violence in the community, the need for companionship and an extended family, intimidation to join a gang, desire to join a gang to be in a position to intimidate others, and/or connection with criminal activity.

Gang violence prevention shall start as early as possible and include, but not be limited to, age-appropriate education that focuses on developing emotional and social competence, increasing prosocial peer bonds, strengthening attachment and commitment to school, and enhancing cooperative learning skills. Prevention shall also include improving parent/guardian involvement in and support for their children's academic progress, as well as ongoing gang awareness education for parents/guardians, including gang identifiers.

*(cf. 5020 - Parent Involvement)*
*(cf. 6164.2 - Guidance/Counseling Services)*

The Superintendent or designee shall take steps to deter gang activity on school campuses, including threats and intimidation of students and staff, recruitment or intimidation of students to join gangs, bullying, fighting, criminal activities, and confrontations between members of different gangs.

*(cf. 5131.2 - Bullying)*

The Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the principal or designee and the student's parent/guardian.

*(cf. 5132 - Dress and Grooming)*

The Superintendent or designee shall provide in-service training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond

**GANGS** (continued)

appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources. The Superintendent or designee shall also provide staff development on social and emotional learning, classroom management, interactive teaching, and cooperative learning skills.

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

The Superintendent or designee may consider gang activity prevention and intervention when developing programs outside of the school day.

*(cf. 5148 - Child Care and Development)*
*(cf. 5148.2 - Preschool/Early Childhood Education)*
*(cf. 5148.3 - Before/After School Programs)*
*(cf. 6145 - Extracurricular and Cocurricular Activities)*
*(cf. 6145.2 - Athletic Competition)*

The Superintendent or designee shall collaborate with child welfare services, mental health agencies, social services, and local law enforcement authorities in the prevention and intervention of gang activity.

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

*Legal Reference:*

*EDUCATION CODE*
*32282 School safety plans*
*35183 Gang-related apparel*
*48907 Student exercise of free expression*
*48950 Student freedom of speech*
*51264 Educational in-service training; CDE guidelines*
*51265 Gang violence and drug and alcohol abuse prevention in-service training*
*51266-51266.5 Model gang and substance abuse prevention curriculum*
*PENAL CODE*
*186.22 Participation in criminal street gang*
*13826-13826.7 Gang violence suppression*
*UNITED STATES CODE, TITLE 20*
*7101-7122 Student Support and Academic Enrichment Grants*

*Management Resources: (see next page)*

**GANGS** (continued)

*Management Resources:*

*LOS ANGELES POLICE DEPARTMENT PUBLICATIONS*
*Why Young People Join Gangs*
*NATIONAL GANG CENTER PUBLICATIONS*
*Strategic Planning Tool*
*Gangs in Schools, March 2019*
*Parents' Guide to Gangs, July 2015*
*WEB SITES*
*California Cities Gang Prevention Network: http://www.ccgpn.org*
*California Department of Education: https://www.cde.ca.gov/ls/ss/sa*
*Gang Resistance Education and Training: https://www.great-online.org/GREAT-Home*
*Los Angeles Police Department, Gangs: http://www.lapdonline.org/get_informed/content_basic_view/1396*
*Homeboy Industries: https://homeboyindustries.org*
*National Gang Center: https://www.nationalgangcenter.gov*

**GANGS**

**Prevention, Intervention, and Suppression Measures**

The Superintendent or designee shall become informed of the gang history in the district and community, conduct assessments of current gang activity at the school sites, and document and follow up on gang-related incidents.

In order to discourage the influence of gangs, the following measures shall be implemented:

1. Any student suspected of gang affiliation based on the display of behavior, gestures, apparel, or paraphernalia shall be referred to the principal or designee, and the following actions taken, as appropriate:

    a. The student's parent/guardian shall be contacted and may be asked to meet with school staff in order to proactively address the concern and be included as part of the solution.

    b. The student may be sent home to change clothes if necessary.

*(cf. 5132 - Dress and Grooming)*

    c. The student's behaviors and progress in school shall be documented, including attendance and grades.

*(cf. 5113 - Absences and Excuses)*
*(cf. 5113.1 - Chronic Absence and Truancy)*
*(cf. 5113.11 - Attendance Supervision)*
*(cf. 5113.12 - District School Attendance Review Board)*
*(cf. 6164.2 - Guidance/Counseling Services)*

    d. Intervention techniques such as mentoring, academic support, and a system of wraparound support service shall be implemented to help the student disengage from gang involvement.

    e. Consistent and graduated discipline and accountability shall be implemented when appropriate and combined with positive support using conflict-resolution strategies and other restorative justice practices demonstrated to be effective with gang-involved youth.

    f. Students shall be offered help in rejecting gang associations, including possible referral to community-based gang suppression and prevention organizations.

    g. Law enforcement shall be notified if the student is suspected of being involved in gangs.

**GANGS** (continued)

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

2. Any graffiti on school premises shall be removed, washed down, or painted over as soon as discovered. Graffiti shall be documented and photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders. This information can also be used to determine whether a threat or incident is imminent.

*(cf. 3515 - Campus Security)*
*(cf. 5131.5 - Vandalism and Graffiti)*

3. Classroom and after-school programs may include gang prevention lessons that are taught jointly by teachers, counselors, law enforcement, and/or other organizations that are knowledgeable about gang prevention and shall:

   a. Provide social and emotional learning designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities

   b. Explain the dangers of gang membership

   c. Provide counseling for targeted at-risk students

   d. Include lessons or role-playing workshops in gang avoidance skills and nonviolent conflict resolution, including communication skills, anti-bullying, anger management, acceptance, and mediation skills

*(cf. 5131.2 - Bullying)*

   e. Assign individual gang members to cooperative learning groups in which they may work toward common goals with students who are not members of their gang

   f. Provide school-to-career instruction

   g. Provide positive interaction with local law enforcement

*(cf. 5137 - Positive School Climate)*

4. Staff shall actively promote membership in authorized school clubs and student organizations, sports and cultural activities and affiliations with the local community, and community service projects which can provide students companionship, safety, and a sense of purpose and belonging.

**GANGS** (continued)

*(cf. 6142.4 - Service Learning/Community Service Classes)*
*(cf. 6145 - Extracurricular and Cocurricular Activities)*
*(cf. 6145.2 - Athletic Competition)*

**Parent/Guardian and Community Outreach**

The Superintendent or designee may offer gang prevention classes or counseling for parents/guardians which may address the following topics:

1. The reasons students join gangs

2. The dangers and consequences of gang membership

3. Warning signs which may indicate that students are at risk of becoming involved with gangs, including the use of social media for gang communication and promotion

4. The nature of local gang apparel and graffiti

5. Effective parenting techniques and planning family time

6. Conflict resolution techniques

In addition, the Superintendent or designee may offer community programs that address the scope and nature of local gang problems and strategies by which each segment of the community may alleviate gang problems.

# WORLD LANGUAGE INSTRUCTION

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide students with opportunities to develop communicative and cultural proficiency and literacy in one or more world languages.

The Superintendent or designee shall recommend a variety of world languages to be taught in the district's educational program based on student interest, community needs, and available resources.

For any program designed to provide students with instruction in a language other than English to a degree sufficient to produce proficiency in that language, the Superintendent or designee shall establish a process for schools to receive and respond to input from parents/guardians and other stakeholders regarding the non-English language in which instruction will be provided. (5 CCR 11300, 11312)

If American Sign Language courses are offered, they shall be open to all students regardless of hearing status.

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

*(cf. 6011 - Academic Standards)*
*(cf. 6141 - Curriculum Development and Evaluation)*

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

*(cf. 6143 - Courses of Study)*

The district may establish a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

*(cf. 6174 - Education for English Learners)*

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

**WORLD LANGUAGE INSTRUCTION** (continued)

*(cf. 1240 - Volunteer Assistance)*
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*
*(cf. 6161.11 - Supplementary Instructional Materials)*
*(cf. 6163.1- Library Media Centers)*

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards, including communicative and cultural proficiency and understanding.

*(cf. 4131 - Staff Development)*

~~Students shall obtain credit toward high school graduation requirements for completing one year of a world language or American Sign Language course during grades 9-12.~~

*(cf. 6146.1 - High School Graduation Requirements)*
*(cf. 6146.11 - Alternative Credits Toward Graduation)*

The district shall determine appropriate measures to assess student proficiency in world languages offered by district schools. Students who have attained a high level of proficiency may receive recognition for their achievement, including the State Seal of Biliteracy for students graduating from high school.

*(cf. 5126 - Awards for Achievement)*

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, whether the district's world language program is serving the grade levels required by law, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

*(cf. 0500 - Accountability)*
*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference: (see next page)*

**WORLD LANGUAGE INSTRUCTION** (continued)

*Legal Reference:*

*EDUCATION CODE*
*300-310 Education for English learners*
*42238.02 Local control funding formula; class size requirements*
*44253.1-44253.11 Qualifications of teachers of English learners*
*44256-44257 Credential requirements, including teachers of world language*
*48980 Parental notifications*
*51212 Legislative intent to encourage world language instruction in grades 1-6*
*51220 Courses of study, grades 7-12*
*51225.3 High school graduation requirements*
*51243-51245 Alternative credits toward graduation for world language instruction in private school*
*60119 Public hearings, instructional materials*
*60605.3 Content standards for world language instruction*
*60605.5 Revision of state standards for world language instruction*
*CODE OF REGULATIONS, TITLE 5*
*1632 Alternative credits toward graduation for foreign language instruction in private school*
*11300-11316 Multilingual and English learner education*

*Management Resources:*

*CSBA PUBLICATIONS*
*Proposition 58 Regulations, Fact Sheet, August 2018*
*English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018*
*English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014*
*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*
*Multilingual FAQ*
*World Languages Framework for California Public Schools, Kindergarten Through Grade Twelve*
*California Spanish Assessment Fact Sheet, March 2019*
*World Languages Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2019*
*California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017*
*CENTER FOR APPLIED LINGUISTICS PUBLICATIONS*
*Guiding Principles for Dual Language Education, Second Edition, 2007*
*COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS*
*CL-622 Serving English Learners*

*Management Resources continued: (see next page)*

**WORLD LANGUAGE INSTRUCTION** (continued)

*Management Resources: (continued)*

*NATIONAL EDUCATION ASSOCIATION PUBLICATIONS*
*21st Century Skills Map: World Languages, January 2011*
*UNIVERSITY OF CALIFORNIA PUBLICATIONS*
*A-G Policy Resource Guide*
*WEB SITES*
*CSBA: http://www.csba.org*
*American Council on the Teaching of Foreign Languages: http://www.actfl.org*
*California Association for Bilingual Education: http://www.gocabe.org*
*California Department of Education, World Languages: http://www.cde.ca.gov/ci/fl*
*California Language Teachers' Association: http://www.clta.net*
*California World Language Project: http://www.stanford.edu/group/CFLP*
*Center for Applied Linguistics: http://www.cal.org*
*National Education Association, Partnership for 21st Century Skills: http://www.nea.org/home/34888.htm*
*University of California, A-G Policy Resource Guide: http://www.ucop.edu/agguide*

# WORLD LANGUAGE INSTRUCTION

## Content of Instruction

The district's instructional program for world languages shall be designed to help students gain knowledge about language systems, develop a cultural understanding, and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

1. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages, including:

   a. Language functions, which describe the purposes to which language is used in culturally appropriate real-world communication

   b. The setting in which the language is used, which includes using language both within and beyond the classroom to interact in local communities and abroad

   c. The structures used to convey meaning

2. Cultures: Students shall receive instruction that allows them to interact, with competence and understanding, with those who are native to the language in a variety of real-world settings.

*(cf. 6142.94 - History-Social Science Instruction)*

3. Connections: Students shall receive instruction that builds, reinforces, and expands their knowledge of other disciplines using the language to develop critical thinking and problem-solving skills, and to access and evaluate information and diverse perspectives readily or only available through the language and its cultures, in order to function in real-world, academic and career-related settings.

*(cf. 6011 - Academic Standards)*

## Dual-Language Immersion Programs

The district's dual-language immersion programs ~~may be~~is based on ~~either or both of~~ the following model~~s~~:

~~1. A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program~~

**WORLD LANGUAGE INSTRUCTION** (continued)

~~2.~~ A 90:10 model in which instruction is provided in the non-English target language for 90 percent of the time and in English for 10 percent of the time during the first year of the program, decreasing the percentage of time in the non-English language in each subsequent year until there is a 50:50 balance of languages

*(cf. 6174 - Education for English Learners)*

Native English speakers shall generally be admitted into the program only during the first grade level at which the program is offered, and English learners during the first or second grade level at which the program is offered. Bilingual students may enter the program at any time. On a case-by-case basis, the Superintendent or designee may admit a student later in the program if it is determined that the student is adequately prepared for and will benefit from the program.

In enrolling students for the program, the district shall strive to maintain a ratio of half native English speakers and half English learners, and such ratio shall not fall below one-third for either language group except under exceptional circumstances.

Any dual-language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151 - Class Size)*

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual-language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

*(cf. 5145.6 - Parental Notifications)*

If a school does not currently offer a dual-language immersion program but the parents/guardians of 30 or more students at the school, or 20 or more students at the same grade level, request the establishment of such a program, the district shall determine whether it is possible to offer such a program in accordance with 5 CCR 11311.

# ATHLETIC COMPETITION

## Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230 5 CCR 4920, 34 CFR 106.41)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*
*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with the student's gender identity, irrespective of the gender listed on the student's records, for which the student is otherwise eligible to participate. (Education Code 221.5)

*(cf. 5125 - Student Records)*

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

   The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

   a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments

   b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

**ATHLETIC COMPETITION** (continued)

c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program

2. The provision and maintenance of equipment and supplies

3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices

4. Travel and per diem allowances

5. Opportunities to receive coaching and academic tutoring

6. Assignment and compensation of coaches and tutors

7. Provision of locker rooms, practice facilities, and competitive facilities

8. Provision of medical and training facilities and services

9. Provision of housing and dining facilities and services

10. Publicity

11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender

2. The number of students enrolled at the school who participate in competitive athletics, classified by gender

3. The number of boys' and girls' teams, classified by sport and by competition level

*(cf. 1113 - District and School Web Sites)*

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information

**ATHLETIC COMPETITION** (continued)

shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

*(cf. 3580 - District Records)*

**Concussions and Head Injuries**

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the student sustained a concussion or a head injury, the student shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, *full-contact practice* means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

**Heat Illness**

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

**ATHLETIC COMPETITION** (continued)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

**Sudden Cardiac Arrest**

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, the student may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until the student is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

**Automated External Defibrillators**

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

*(cf. 5141 - Health Care and Emergencies)*

**ATHLETIC COMPETITION** (continued)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

**Additional Notifications**

Before students participate in practice or competition as part of interscholastic athletic activities, the Superintendent or designee shall, in addition to providing the students and their parents/guardians with the notices described above, send a notice to the students and their parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

*(cf. 1312.3 - Uniform Complaint Procedures)*

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

*(cf. 3530 - Risk Management/Insurance)*

4. Provides information about insurance protection pursuant to Education Code 32221.5

*(cf. 5143 - Insurance)*

5. Requests parental permission for the student to participate in the program and, if appropriate, to be transported by the district to and from competitions

*(cf. 3541.1 - Transportation for School-Related Trips)*

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

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

7. Includes a copy of the local CIF league rules

**ATHLETIC COMPETITION** (continued)

8. Includes information about the CIF bylaw and district policy requiring any student athlete and the student's parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, and will not use prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

*(cf. 5131.63 - Steroids)*

9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476. The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.

# INTERNATIONAL EXCHANGE

The Governing Board recognizes the value of interactions between students of different countries and cultures in promoting global awareness and international understanding in an increasingly globalized and interconnected world. The Board welcomes the enrollment of international exchange students in district schools and encourages district students to take advantage of opportunities that they may have to participate in such programs and study in another country.

With Board approval, a district school may establish a sister-school relationship with a school in another country.

## District Students Studying in Another Country

School counselors may provide information regarding international exchange programs and academic counseling to district students who wish to study in a foreign country. Such counseling shall include a review of the student's completed coursework, academic achievement, and personal goals, and shall advise the student regarding requirements that the student must meet during attendance in the foreign school in order to maintain progress toward meeting district graduation requirements.

*(cf. 6146.1 - High School Graduation Requirements)*
*(cf. 6164.2 - Guidance/Counseling Services)*

Credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

## International Exchange Students in District Schools

Before enrolling an international exchange student in a district school, the Superintendent or designee shall request proof that the student is participating in an International Student Exchange Placement Organization (ISEPO) program registered with the California Attorney General's Office.

The Superintendent or designee shall obtain from the ISEPO a description of the services to be performed by the ISEPO for the student, host family, and the district; telephone numbers that the student, host family, or district may contact for assistance; and a summary of the student's complete prior academic coursework completed. (Government Code 12628; 22 CFR 62.25)

The district may require additional documents which may include, but are not limited to, evidence that the student has health and accident insurance from the time of departure from home to the time the student returns to the home country. (11 CCR 360; 22 CFR 62.25)

**INTERNATIONAL EXCHANGE** (continued)

When necessary because of overcrowding within district schools or limited district resources, the Superintendent or designee may limit the number of international exchange students to be accepted at any district high school during any school year.

The district shall not incur any financial obligation when educating international exchange students. An international student, or the ISEPO on behalf of the student, shall reimburse the district for the full, unsubsidized per capita cost of providing education at a district school for the period of the visiting student's attendance.

*(cf. 3260 - Fees and Charges)*

In determining the tuition for international exchange students, the district shall calculate the total cost of educating the student, including, but not limited to, the amount expended per student for the current provision of instruction and services, the use of buildings and equipment, the repayment of local bonds and interest payments and state building loan funds, capital outlay, and transportation to and from school.

The Superintendent or designee shall establish district criteria for issuing regular or honorary diplomas to international exchange students. The principal or designee shall refer to these criteria when assisting international exchange students in selecting classes and cocurricular activities based on the student's individual qualifications, needs, and interests.

*(cf. 5127 - Graduation Ceremonies and Activities)*
*(cf. 6146.1 - High School Graduation Requirements)*
*(cf. 6146.3 - Reciprocity of Academic Credit)*

*Legal Reference: (see next page)*

**INTERNATIONAL EXCHANGE** (continued)

*Legal Reference:*

*EDUCATION CODE*
*35160 Authority of governing boards*
*35160.1 Broad authority of school districts*
*35185 Miscellaneous administrative authority*
*48052 Nonresidents*
*48204.4 Evidence of residency for school enrollment*
*51225.5 Honorary diplomas; foreign exchange students*
*GOVERNMENT CODE*
*12620-12630 International Student Exchange Visitor Placement Organizations*
*87100 General prohibition, conflict of interest*
*CALIFORNIA CODE OF REGULATIONS, TITLE 11*
*350-384 California Uniform Supervision of International Student Exchange Visitor Placement Organizations*
*CODE OF FEDERAL REGULATIONS, TITLE 8*
*214.2 Students in academic high schools*
*CODE OF FEDERAL REGULATIONS, TITLE 22*
*62.25 Secondary school students, exchange visitor program*

*Management Resources:*

*CSBA PUBLICATIONS*
*Legal Guidance Regarding International Student Exchange Placement Organizations, 2014*
*WEB SITES*
*CSBA: http://www.csba.org*
*California Interscholastic Federation: http://wwwcifstate.org*
*California Office of the Attorney General, ISEPO: https://oag.ca.gov/exchangestudents*
*Council on Standards for International Educational Travel: http://www.csiet.org*
*U.S. Department of State, Bureau of Educational and Cultural Affairs: http://exchanges.state.gov*
*U.S. Department of State, Exchange Visitor Program: http://j1visa.state.gov/programs/secondary-school-student*
*U.S. Immigration and Customs Enforcement: http://www.ice.gov*

# INTERNATIONAL EXCHANGE

## Admission

Prior to enrolling an international exchange student, the Superintendent or designee shall provide the International Student Exchange Placement Organization with written acceptance for the enrollment, including arrangements concerning the payment of tuition or the waiver of the tuition if applicable. (11 CCR 361; 22 CFR 62.25)

*(cf. 5111.2 - Nonresident Foreign Students)*

In order to approve the admission of an international exchange student, the Superintendent or designee must receive a written request for enrollment before the end of the preceding school year.

Enrollment shall be for one semester or one school year. (22 CFR 62.25)

All international exchange students shall meet state and district immunization requirements.

*(cf. 5141.22 - Infectious Diseases)*
*(cf. 5141.31 - Immunizations)*

## Athletics

International exchange students shall be eligible for participation in interscholastic sports in accordance with state bylaws of the California Interscholastic Federation as well as applicable section bylaws.

*(cf. 6145 - Extracurricular and Cocurricular Activities)*
*(cf. 6145.2 - Athletic Competition)*

## Diplomas

International exchange students may be considered for a diploma if they have satisfactorily completed the district's graduation requirements.

*(cf. 6146.1 - High School Graduation Requirements)*
*(cf. 6146.11 - Alternative Credits Toward Graduation)*
*(cf. 6146.3 - Reciprocity of Academic Credit)*

International exchange students who are not eligible for a regular diploma may receive an honorary diploma, provided they have completed at least one semester of full-time enrollment and achieved at least a 2.0 grade point average.

*(cf. 5127 - Graduation Ceremonies and Activities)*

**INTERNATIONAL EXCHANGE** (continued)

International exchange students who do not meet requirements for a regular or an honorary diploma may, at the end of their visit, be given a certificate or letter certifying the time period for which they were enrolled as well as a transcript documenting their completed coursework.

# EDUCATION FOR ENGLISH LEARNERS

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

*(cf. 6011 - Academic Standards)*
*(cf. 6141 - Curriculum Development and Evaluation)*
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*
*(cf. 6161.11 - Supplementary Instructional Materials)*
*(cf. 6171 - Title I Programs)*

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

   However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in item #1 above

3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

*(cf. 0415 - Equity)*
*(cf. 6141.4 - International Baccalaureate Program)*
*(cf. 6141.5 - Advanced Placement)*

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

*(cf. 0460 - Local Control and Accountability Plan)*
*(cf. 3100 - Budget)*

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

*(cf. 0420 - School Plans/Site Councils)*
*(cf. 1220 - Citizen Advisory Committees)*
*(cf. 6020 - Parent Involvement)*

## Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

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

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

## Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

*(cf. 6162.51 - State Academic Achievement Tests)*

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

*(cf. 6162.5 - Student Assessment)*

**Language Acquisition Programs**

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding

*(cf. 6142.2 - World Language Instruction)*

**EDUCATION FOR ENGLISH LEARNERS** (continued)

2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151 - Class Size)*

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

*(cf. 5145.6 - Parental Notifications)*

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

**Reclassification**

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

**EDUCATION FOR ENGLISH LEARNERS** (continued)

**Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English

2. The number and percentage of English learners reclassified as fluent English proficient

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1

4. The achievement of English learners on standards-based tests in core curricular areas

5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309

6. Progress toward any other goals for English learners identified in the district's LCAP

7. A comparison of current data with data from at least the previous year in regard to items #1-6 above

8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

*Legal Reference: (see next page)*

**EDUCATION FOR ENGLISH LEARNERS** (continued)

*Legal Reference:*

*EDUCATION CODE*
*300-340 English language education, especially:*
*305-310 Language acquisition programs*
*313-313.5 Assessment of English proficiency*
*430-446 English Learner and Immigrant Pupil Federal Conformity Act*
*33050 State Board of Education waiver authority*
*42238.02-42238.03 Local control funding formula*
*44253.1-44253.11 Qualifications for teaching English learners*
*48980 Parental notifications*
*48985 Notices to parents in language other than English*
*52052 Accountability; numerically significant student subgroups*
*52060-52077 Local control and accountability plan*
*52160-52178 Bilingual Bicultural Act*
*56305 CDE manual on English learners with disabilities*
*60603 Definition, recently arrived English learner*
*60640 California Assessment of Student Performance and Progress*
*60811-60812 Assessment of English language development*
*62002.5 Continuation of advisory committee after program sunsets*
*CODE OF REGULATIONS, TITLE 5*
*854.1-854.3 CAASPP and universal tools, designated supports, and accommodations*
*854.9 CASSPP and unlisted resources for students with disabilities*
*11300-11316 English learner education*
*11517.6-11519.5 English Language Proficiency Assessments for California*
*UNITED STATES CODE, TITLE 20*
*1412 Individuals with Disabilities Education Act; state eligibility*
*1701-1705 Equal Educational Opportunities Act*
*6311 Title I state plan*
*6312 Title I local education agency plans*
*6801-7014 Title III, language instruction for English learners and immigrant students*
*7801 Definitions*
*CODE OF FEDERAL REGULATIONS, TITLE 34*
*100.3 Discrimination prohibited*
*200.16 Assessment of English learners*
*COURT DECISIONS*
*Valeria O. v. Davis, (2002) 307 F.3d 1036*
*California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141*
*McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196*
*Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698*
*ATTORNEY GENERAL OPINIONS*
*83 Ops.Cal.Atty.Gen. 40 (2000)*

*Management Resources:*

*CSBA PUBLICATIONS*
*English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018*
*English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017*



*Management Resources continued: (see next page)*

**EDUCATION FOR ENGLISH LEARNERS** (continued)

*Management Resources: (continued)*

*CSBA PUBLICATIONS (continued)*
*English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016*
*English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016*
*English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014*
*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*
*California Practitioners' Guide for Educating English Learners with Disabilities, 2019*
*California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018*
*Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017*
*Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017*
*Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015*
*Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015*
*English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014*
*Common Core State Standards for Mathematics, rev. 2013*
*English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012*
*THE EDUCATION TRUST- WEST PUBLICATIONS*
*Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018*
*Unlocking Learning: Science as a Lever for English Learner Equity, January 2017*
*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS*
*Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017*
*Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017*
*English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016*
*English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016*
*Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015*
*WEB SITES*
*CSBA: http://www.csba.org*
*California Association for Bilingual Education: http://www.gocabe.org*
*California Department of Education: http://www.cde.ca.gov/sp/el*
*National Clearinghouse for English Language Acquisition: http://www.ncela.us*
*The Education Trust-West: https://west.edtrust.org*
*U.S. Department of Education: http://www.ed.gov*

# EDUCATION FOR ENGLISH LEARNERS

## Definitions

*English learner* means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

*Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

*Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

*Native speaker of English* means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

## Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR 11518.5)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.

*(cf. 6159 - Individualized Education Program)*
*(cf. 6162.51 - State Academic Achievement Tests)*
*(cf. 6164.6 - Identification and Education Under Section 504)*

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

*(cf. 5145.6 - Parental Notifications)*

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program

2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:

    a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction

    b. The manner in which the program will meet the educational strengths and needs of the student

**EDUCATION FOR ENGLISH LEARNERS** (continued)

c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation

d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable

e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards

5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request

6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

**Language Acquisition Programs**

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or

**EDUCATION FOR ENGLISH LEARNERS** (continued)

at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.

3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:

   a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program

   b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

   c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators

   d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion

2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English

**EDUCATION FOR ENGLISH LEARNERS** (continued)

3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development

4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals

5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language

6. The process to request establishment of a language acquisition program not offered at the school

7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

**Reclassification/Redesignation**

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers

2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The procedures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

**EDUCATION FOR ENGLISH LEARNERS** (continued)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

3. Parent/guardian involvement, including:

   a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate

   b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether any additional academic support is needed.

**Advisory Committee**

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners

2. The districtwide needs assessment on a school-by-school basis

3. Establishment of a district program, goals, and objectives for programs and services for English learners

**EDUCATION FOR ENGLISH LEARNERS** (continued)

4. Development of a plan to ensure compliance with applicable teacher or aide requirements

5. Administration of the annual language census

6. Review of and comment on the district's reclassification procedures

*(cf. 0420 - School Plans/Site Councils)*
*(cf. 1220 - Citizen Advisory Committees)*
*(cf. 5020 - Parent Rights and Responsibilities)*
*(cf. 6020 - Parent Involvement)*

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

**LCAP Advisory Committee**

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

*(cf. 0460 - Local Control and Accountability Plan)*

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

# SUPPLEMENTAL INSTRUCTION

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

*(cf. 0460 - Local Control and Accountability Plan)*
*(cf. 5113.1 - Chronic Absence and Truancy)*
*(cf. 5147 - Dropout Prevention)*
*(cf. 6011 - Academic Standards)*
*(cf. 6146.1 - High School Graduation Requirements)*
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*
*(cf. 6164.5 - Student Success Teams)*

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

*(cf. 5148.2 - Before/After School Programs)*
*(cf. 6111 - School Calendar)*
*(cf. 6112 - School Day)*
*(cf. 6142.7 - Physical Education and Activity)*
*(cf. 6176 - Weekend/Saturday Classes)*
*(cf. 6177 - Summer Learning Programs)*

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee and when written parent/guardian consent is obtained for the student's participation, a student may be required to participate in supplemental instruction outside the regular school day.

Supplemental instruction shall be offered to students who are recommended for retention, or are identified as being at risk for retention, at their current grade level. (Education Code 48070.5)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*
*(cf. 5123 - Promotion/Acceleration/Retention)*
*(cf. 6162.51 - State Academic Achievement Tests)*

In addition, supplemental instruction may be offered to:

1. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

**SUPPLEMENTAL INSTRUCTION** (continued)

*(cf. 6142.6 - Visual and Performing Arts Education)*
*(cf. 6142.7 - Physical Education and Activity)*
*(cf. 6142.91 - Reading/Language Arts Instruction)*
*(cf. 6142.92 - Mathematics Instruction)*
*(cf. 6142.93 - Science Instruction)*
*(cf. 6142.94 - History-Social Science Instruction)*

2. High school students who need support to successfully complete courses required for graduation

*Legal Reference:*
*EDUCATION CODE*
*37200-37202 School calendar*
*37223 Weekend classes*
*42238.01-42238.5 Local control funding formula*
*46100 Length of school day*
*48070-48070.6 Promotion and retention*
*48200 Compulsory education*
*48985 Translation of notices*
*51210-51212 Courses of study, elementary schools*
*51220-51228 Courses of study, secondary schools*
*52060-52077 Local control and accountability plan*
*60603 Definitions, core curriculum areas*
*60640-60649 California Assessment of Student Performance and Progress*
*CODE OF REGULATIONS, TITLE 5*
*11470-11472 Summer school*
*UNITED STATES CODE, TITLE 20*
*6311 State plan*

*Management Resources:*
*WEB SITES*
*CSBA: http://www.csba.org*
*California Department of Education: http://www.cde.ca.gov*
*U.S. Department of Education: http://www.ed.gov*

## CLOSED SESSION

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law and specified below. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*
*(cf. 9322 - Agenda/Meeting Materials)*

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

### Confidentiality

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)



*(cf. 1340 - Access to District Records)*

**CLOSED SESSION** (continued)

**Personnel Matters**

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, performance evaluation, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

*(cf. 2140 - Evaluation of the Superintendent)*
*(cf. 4115 - Evaluation/Supervision)*
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*
*(cf. 4215 - Evaluation/Supervision)*
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*
*(cf. 4315 - Evaluation/Supervision)*

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of the right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

*(cf. 1312.1 - Complaints Concerning District Employees)*
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

The Board may hold a closed session to discuss an employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)



*(cf. 4117.7/4317.7 - Employment Status Reports)*

**CLOSED SESSION** (continued)

**Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the open meeting requirements of Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization

2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process

3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator

4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

*(cf. 4140/4240/4340 - Bargaining Units)*
*(cf. 4143/4243 - Negotiations/Consultation)*
*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

*(cf. 2121 - Superintendent's Contract)*

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the

**CLOSED SESSION** (continued)

absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

**Matters Related to Students**

If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. If a written request for open session is received from the parent/guardian or adult student, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session. (Education Code 35146, 48912, 49070)

*(cf. 5117 - Interdistrict Attendance)*
*(cf. 5119 - Students Expelled from Other Districts)*
*(cf. 5125.3 - Challenging Student Records)*
*(cf. 5144 - Discipline)*

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

**CLOSED SESSION** (continued)

*(cf. 5125 - Student Records)*

However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.

**Security Matters**

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government Code 54956.5, 54957)

*(cf. 0450 - Comprehensive Safety Plan)*
*(cf. 3515 - Campus Security)*
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*
*(cf. 9323.2 - Actions by the Board)*

Agenda items related to these security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

The Board may meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)

**Real Property Negotiations**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

**CLOSED SESSION** (continued)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), the property under negotiation**,** and the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

**Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(d)(1))

2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(d)(2), (3))

**CLOSED SESSION** (continued)

*Existing facts and circumstances* for these purposes are limited to the following: (Government Code 54956.9)

a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) and which do not need to be disclosed.

b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) and which must be publicly disclosed before the closed session or specified on the agenda.

c. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

*(cf. 3320 - Claims and Actions Against the District)*

d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat of litigation on the victim's behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(d)(4))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9 (d)(1), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

**CLOSED SESSION** (continued)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.

2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

**CLOSED SESSION** (continued)

**Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

*(cf. 3530 - Risk Management/Insurance)*

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may also meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA that has direct financial or liability implications for the district. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the name of the JPA, the closed session description used by the JPA, and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**Review of Audit Report from California State Auditor's Office**

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

**CLOSED SESSION** (continued)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

*(cf. 6162.51 - State Academic Achievement Tests)*

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

*Legal Reference:*

*EDUCATION CODE*
*32281 School safety plans*
*35145 Public meetings*
*35146 Closed session for student suspension or disciplinary action*
*44929.21 Districts with ADA of 250 or more*
*48912 Governing board suspension of student*
*48918 Rules governing expulsion procedures; hearings and notice*
*49070 Challenging content of student records*
*49073-49079 Privacy of student records*
*60617 Closed session (re review of contents of statewide assessment)*
*GOVERNMENT CODE*
*3540-3549.3 Educational Employment Relations Act*
*6252-6270 California Public Records Act*
*54950-54963 The Ralph M. Brown Act*
*CALIFORNIA CONSTITUTION*
*Article 1, Section 3 Public right to access information*
*UNITED STATES CODE, TITLE 20*
*1232g Family Educational Rights and Privacy Act*



*Legal Reference continued: (see next page)*

**CLOSED SESSION** (continued)

*Legal Reference: (continued)*
*CODE OF FEDERAL REGULATIONS, TITLE 34*
*99.1-99.8 Family Educational Rights and Privacy*
*COURT DECISIONS*
*Moreno v. City of King, (2005) 127 Cal.App.4th 17*
*Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860*
*Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104 Cal.App.4th 1393*
*Bell v. Vista Unified School District, (2000) 82 Cal.App. 4th 672*
*Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87*
*Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d*
*Furtado v. Sierra Community College District, (1998) 68 Cal.App. 4th 876*
*Roberts v. City of Palmdale, (1993) 5 Cal. 4th 363*
*San Diego Union v. City Council, (1983) 146 Cal.App.3d 947*
*Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41*
*ATTORNEY GENERAL OPINIONS*
*94 Ops.Cal.Atty.Gen. 82 (2011)*
*89 Ops.Cal.Atty.Gen. 110 (2006)*
*86 Ops.Cal.Atty.Gen. 210 (2003)*
*78 Ops.Cal.Atty.Gen. 218 (1995)*
*59 Ops.Cal.Atty.Gen. 532 (1976)*
*57 Ops.Cal.Atty.Gen. 209 (1974)*

*Management Resources:*
*CSBA PUBLICATIONS*
*The Brown Act: School Boards and Open Meeting Laws, rev. 2014*
*CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS*
*The Brown Act: Open Meetings for Legislative Bodies, 2003*
*LEAGUE OF CALIFORNIA CITIES PUBLICATIONS*
*Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010*
*WEB SITES*
*CSBA: http://www.csba.org*
*California Office of the Attorney General: http://www.oag.ca.gov*
*League of California Cities: http://www.cacities.org*

**CLOSED SESSION**

**BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS**

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

**Personnel Matters**

PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957
Title:
_____
*(Specify position to be filled)*

PUBLIC EMPLOYMENT
Government Code 54957
Title:
_____
*(Specify position to be filled)*

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code 54957
Title:
_____
*(Specify position of employee being evaluated)*

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code 54957
*(No additional information is required. An employee's dismissal or nonrenewal shall not be reported until the employee has first exhausted any right to a hearing or other administrative remedy.)*

SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE
Government Code 54957
*(No additional information is required.)*

EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN
Government Code 54957.10
*(No additional information is required.)*

**CLOSED SESSION** (continued)

**Negotiations/Collective Bargaining**

CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6

District-designated representatives:

_____
*(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)*

Employee organization:

_____
*(Specify name of employee organization with which negotiations are being held.)*

or

Unrepresented employee:

_____
*(Specify position of unrepresented employee who is the subject of the negotiations.)*

**Matters Related to Students**

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION
Education Code 35146
Student identification number:

_____
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

STUDENT EXPULSION
Education Code 48912
Student identification number:

_____
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

STUDENT GRADE CHANGE APPEAL
Education Code 49070
Student identification number:

_____



*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**CLOSED SESSION** (continued)

CONFIDENTIAL STUDENT MATTER

Action under consideration:
_____
*(If the Board is considering a confidential student matter other than those listed above, specify type of action.)*

Student identification number:
_____
*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**Security Matters**

THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code 54957
Consultation with: _____
*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN
Education Code 32281
Consultation with: _____
*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

**Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code 54956.8

Property:
_____
*(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)*

District negotiator:
_____
*(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)*

**CLOSED SESSION** (continued)

Negotiating parties: _____
*(Specify name of party, not agent.)*

Under negotiation: _____
*(Specify whether instruction to negotiator will concern price, terms of payment, or both.)*

**Pending Litigation**

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code 54956.9(d)(1)

Name of case: _____
*(Specify by reference to claimant's name, names of parties, or case or claim numbers.)*

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations.

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Government Code 54956.9(d)(2) or (3)

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3). Number of potential cases: _____

Or

Initiation of litigation pursuant to Government Code 54956.9(d)(4). Number of potential cases:_____

If applicable, facts and circumstances: _____
*(The district may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Government Code 54956.9(e)(2)-(5). These include facts and circumstances, such as an accident, disaster, incident, or transactional occurrence that might result in litigation against the district and that are known to potential plaintiff(s).)*

**Joint Powers Authority Issues**

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY
Government Code 54956.95



Name of claimant(s): _____

**CLOSED SESSION** (continued)

*(Specify name, except pursuant to Government Code 54961 when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)*

Name of agency against which the claim is made: _____

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT
Government Code 54956.96

Name of JPA: _____

Discussion will concern:
_____
*(Specify closed session description used by the JPA.)*

Name of district representative on JPA board:
_____

Names of agencies or titles of representatives attending the closed session as consultants or other representatives, if applicable: _____
_____

**Review of Audit from State Auditor's Office**

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE
Government Code 54956.75
*(No additional information is required.)*

**Review of Assessment Instruments**

REVIEW OF STUDENT ASSESSMENT INSTRUMENT
Education Code 60617
The Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program. Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

**CLOSED SESSION**

## REPORTS OF CLOSED SESSION ACTIONS

Following a closed session during any Governing Board meeting, the Board shall reconvene in open session to present, orally or in writing, a report of any of the following actions taken during the closed session, as applicable:

**Personnel Matters**

Title of position: _____

Action taken: _____
*(e.g., appointment/employment/evaluation/discipline/dismissal/release)*

Board member votes/abstentions: _____

**Negotiations/Collective Bargaining**

Approval of final agreement with represented employees

Item approved: _____

Other party/parties to the negotiation: _____

Board member votes/abstentions: _____

**Matters Related to Students**

*(Final action must be taken in open session. It is recommended that the student's name not be disclosed.)*

**Security Matters**

Action taken: _____
*(e.g., consultation with law enforcement; approval of contract or memorandum of understanding; approval of tactical response plan, without disclosing the details of the plan)*

Board member votes/abstentions: _____

**Real Property Negotiations**

Action taken: _____
*(Report if Board approves a final agreement concluding real estate negotiations. If final approval rests with the other party, report as soon as the other party has approved the agreement.)*

**CLOSED SESSION** (continued)

Substance of the agreement: _____

Board member votes/abstentions: _____

**Existing Litigation**

Action taken related to existing litigation:
_____
*(e.g., approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation; or approval to legal counsel of a settlement of pending litigation at any stage prior to or during a judicial or quasi-judicial proceeding. If final approval of settlement rests with the other party, report to any person upon request once the settlement is final.)*

Adverse party/parties, if known: _____

Substance of the litigation: _____

Board member votes/abstentions: _____

**Anticipated Litigation**

Action taken: The Board has given approval to legal counsel to initiate or intervene in a lawsuit. The action, defendants, and other details will be disclosed to any person upon request after the lawsuit is commenced, unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
*(The report does not need to initially identify the action, defendants, or other details.)*

Board member votes/abstentions: _____

**Joint Powers Agency Issues**

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY

Name of claimant(s): _____

Name of agency against which the claim is made: _____

Substance of the claim: _____

Monetary settlement agreed upon by the claimant: _____

Board member votes/abstentions: _____

**CLOSED SESSION** (continued)

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT

Name of JPA: _____

Action taken: _____
*(Law does not include any specific disclosures to be reported.)*

Board member votes/abstentions: _____

**Review of Audit from State Auditor's Office**

Action taken: The Board reviewed the confidential final draft audit report received from the California State Auditor's Office and has prepared a response.
*(No additional information is required. Unless otherwise exempted by law, after the audit report is subsequently released to the public, any Board discussion of the report must be conducted in open session.)*

**Review of Assessment Instruments**

Action taken: The Board reviewed the contents of a student assessment instrument approved or adopted for the statewide testing system.

**Burbank Unified School District**
**Instructional Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | John Paramo, Assistant Superintendent, Educational Services |
| PREPARED BY: | John Paramo, Assistant Superintendent, Educational Services |
| SUBMITTED BY: | Laura Erisman, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Report on District Mental Health and Wellness Survey |

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**Background:**
In the spring of 2019, the District, in partnership with Hanover Research, Inc. administered a comprehensive Mental Health and Wellness Survey for all District staff members and students in grades 9-12. The survey opened in February, 2019 and closed on March 2019. The purpose for administering the survey was to help Staff learn more about how the District's employees and students perceived available mental health and wellness resources and determine areas in which more support may be needed. Overall, 2023 high school students and 702 staff members participated in the survey. The survey was offered in English, Spanish and Armenian.

**District Goals (2017-18):**
7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

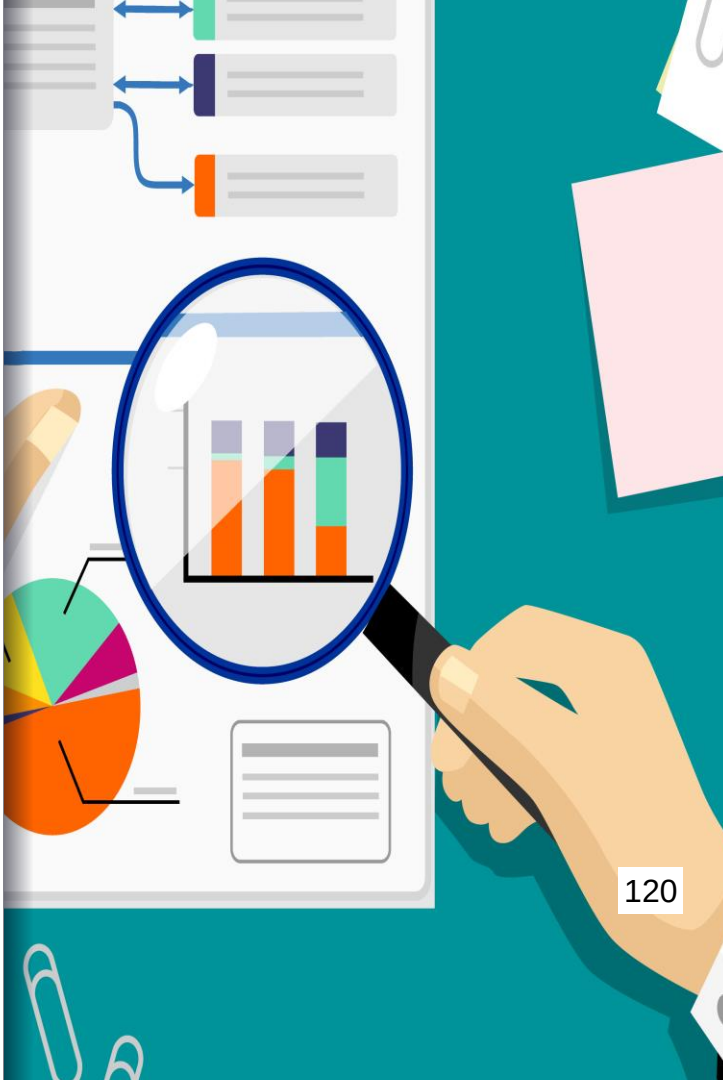
**Discussion/Issues:**
The Mental Health and Wellness Survey yielded several significant findings, many of which provided insight into what areas the District should focus its efforts moving forward. Some of the key findings were as follows:

- Students would benefit the most from anxiety/stress-related and interpersonal counseling and support services.
- Student responses suggest that their biggest source of stress and anxiety stem from school work and preparing for the future.
- Overall, staff report lower levels of stress than students and indicate that they are not often stressed/anxious about relationships with coworkers or lack of job security.
- 67% of students overall say they have never used any school-provided services or programs.
- Most staff report they are confident in their ability to recognize, report, and refer students with social emotional concerns. However, half indicate low satisfaction with district-provided resources and materials.
- Most respondents report that over the past six months the district has made progress on all of its goals related to mental health and wellness. The most progress has been in reducing barriers for students and developing social emotional curriculum.

**Recommendation:**
John Paramo, Assistant Superintendent, Educational Services, will report on the findings of the 2019 BUSD Mental Health and Wellness Survey, as presented.

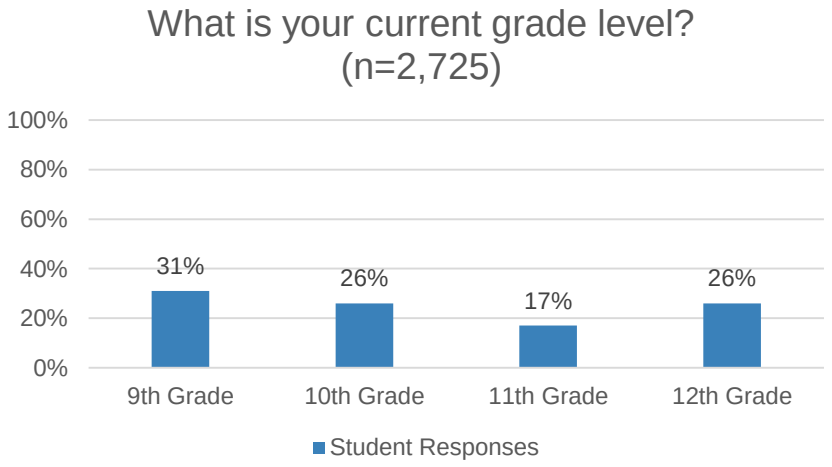
# BURBANK UNIFIED
# Mental Health & Wellness Survey
## 2018-2019

In April 2019, Hanover Research conducted a survey for BUSD. The survey was administered to staff members and high school students. They outlined their findings in a full report. This presentation highlights some of the key findings.



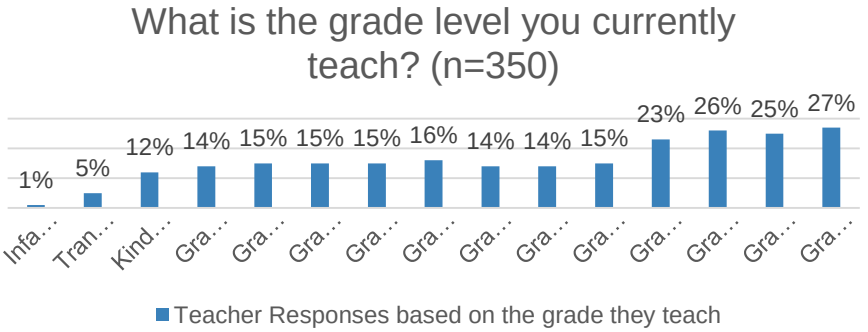
## RESPONDENTS

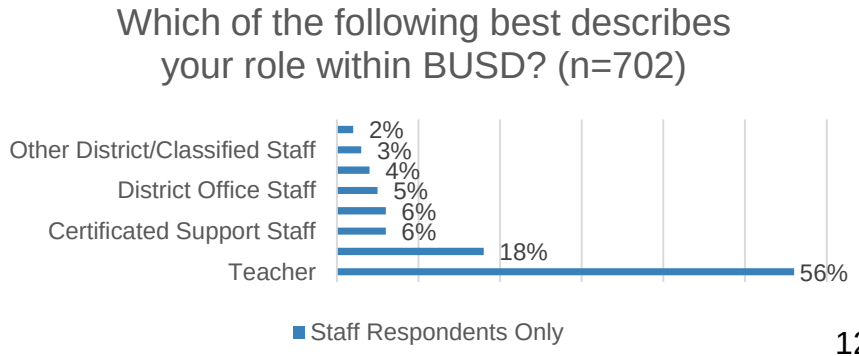
The analysis reflects responses from 2,023 BUSD 9th through 12th grade students.



## RESPONDENTS

The analysis reflects responses from 702 BUSD staff members.



# KEY FINDINGS

1. **Students would benefit the most from anxiety/stress-related and interpersonal counseling and support services.**

   **"To what extent would you benefit from the following counseling or support services:"**

   **Anxiety and stress related 72%**

   **Interpersonal relationships 54%**

   **Depression or suicide prevention 67%**

**Over two thirds of students indicate that these would be at least somewhat beneficial to close friends and over half say that they would personally benefit from these services. Additionally, over one-third of staff state that most students (50-100%) would benefit from these services**

# KEY FINDINGS

2. **Student responses suggest that their biggest sources of stress and anxiety stem from school work and preparing for the future.**

   **53%** of students say they are **“Often”** or **“Almost Always Stressed or Anxious.”**

# KEY FINDINGS

3. **Overall, staff report lower levels of stress than students and indicate that they are not often stressed/anxious about relationships with coworkers or lack of job security.**

   **35% of staff feel stressed almost always or sometimes stressed or anxious.**

# KEY FINDINGS

4. 67% of students overall say they have never used any school-provided services or programs.

5. Most staff report they are confident in their ability to recognize, report and refer students with social and emotional concerns. However, half indicate low satisfaction with district-provided resources and materials.

75% of staff respondents say they are "moderately" to "Extremely Confident" in their ability to recognize instances of social and emotional well-being and mental health concerns for students.

70% of staff respondents say they are similarly confident in their ability to report/refer students to receive support for these issues.

# KEY FINDINGS

6. Most respondents report that over the past six months the district has made progress on all of its goals related to mental health and wellness. The most progress has been in reducing barriers to services for students and developing social emotional curriculum.

47% of students and 41% of staff have seen a moderate or large amount of progress in reducing barriers to mental health services for students.

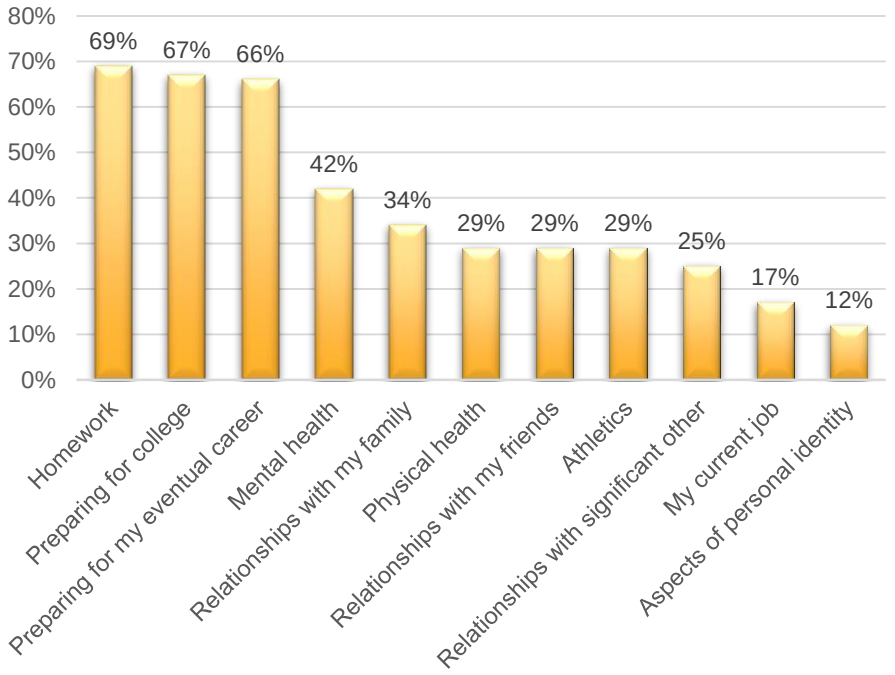
## TOP FOUR BARRIERS TO ACCESSING MENTAL HEALTH SERVICES, PER **STUDENTS**

- ✓ Unwilling to receive help (19%)
- ✓ Lack of knowledge about who to ask for help (18%)
- ✓ Lack of communication between students and school staff (17%)
- ✓ Lack of knowledge about available services (14%)

## TOP FOUR BARRIERS TO ACCESSING MENTAL HEALTH SERVICES, PER **STAFF**

- ✓ Lack of knowledge about available services (37%)
- ✓ Stigma associated with using services (36%)
- ✓ Unwilling to receive help (34%)
- ✓ Lack of knowledge about who to ask for help (33%)

# Large or Moderate Sources of Stress or Anxiety for **STUDENTS**

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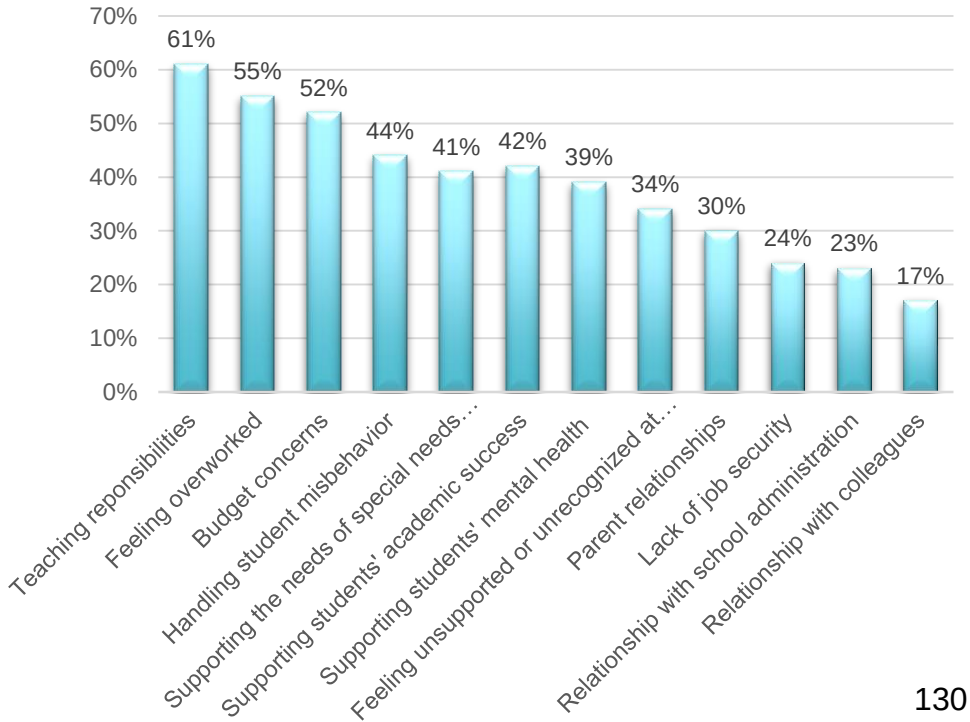
# Large or Moderate Sources of Stress or Anxiety for **STAFF**

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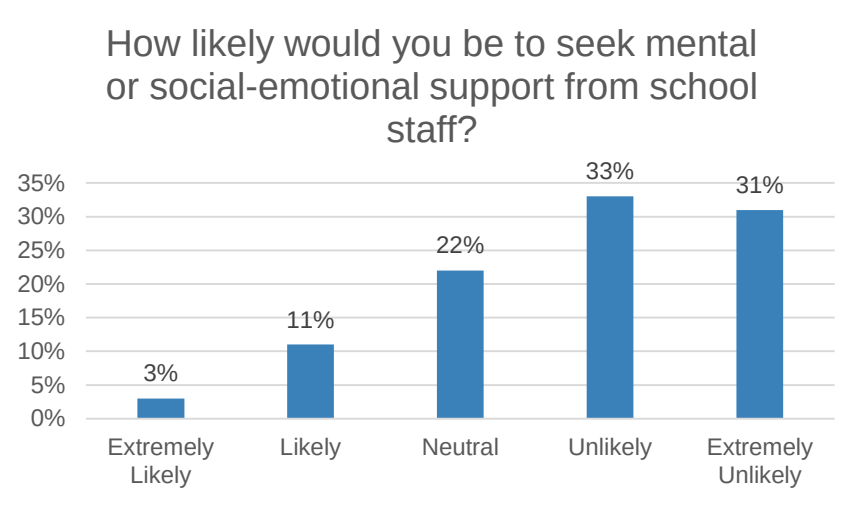


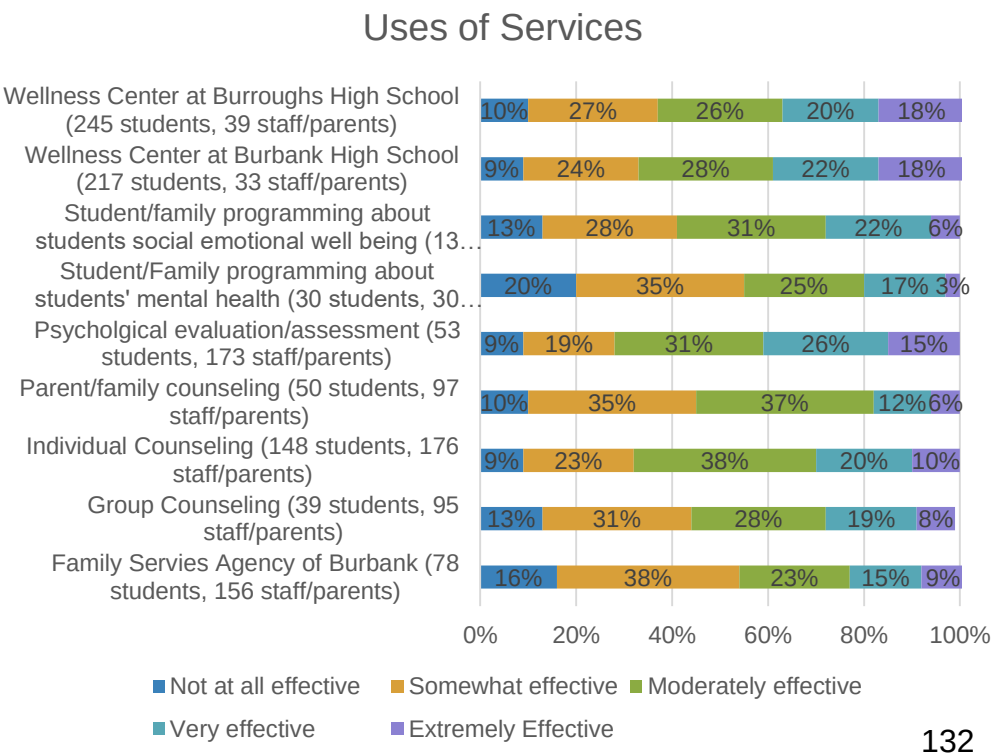

What school staff member, if any, would you seek mental or social-emotional support from?

41% would go to a TEACHER
34% would go to a COUNSELOR
32% would go to a SCHOOL PSYCHOLOGIST

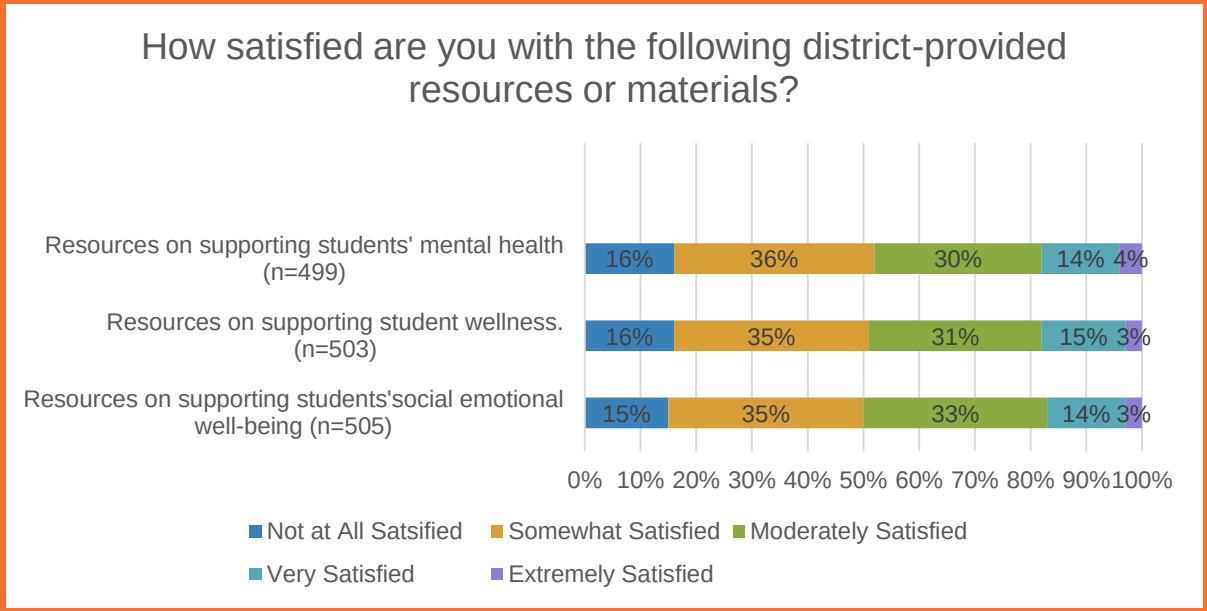
131

# Effectiveness of School-Provided Mental Health Services

- Extremely Effective
- Very Effective
- Moderately Effective
- Somewhat Effective



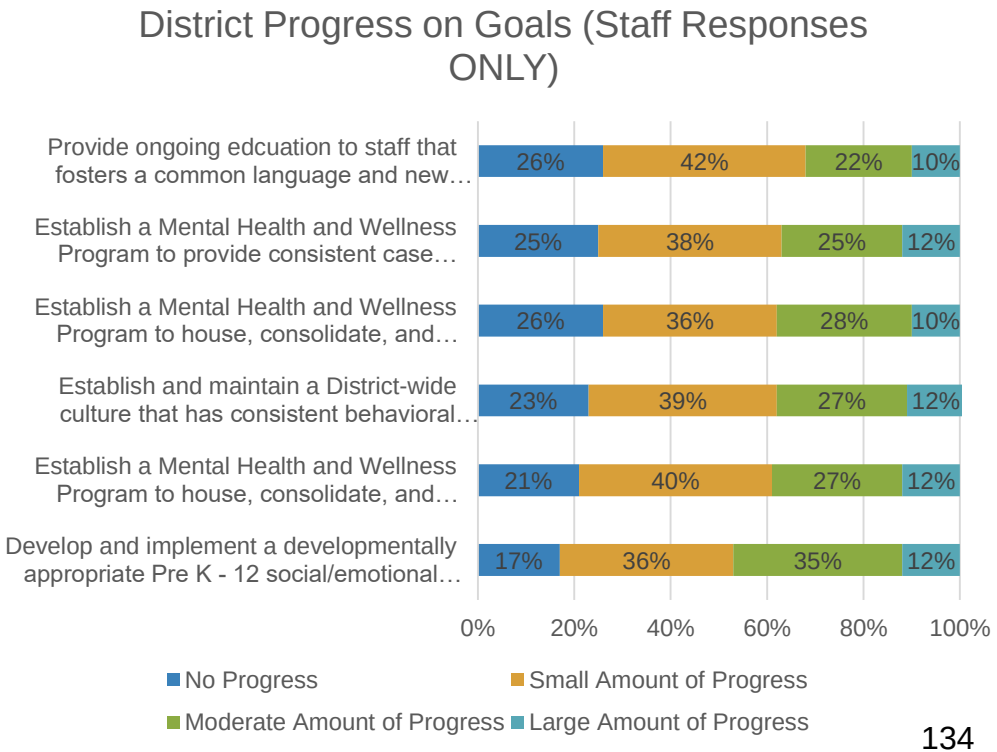

132




Note: Staff Respondents Only.

133

Over the past 6 months, to what extent has the district made progress on the following goals:

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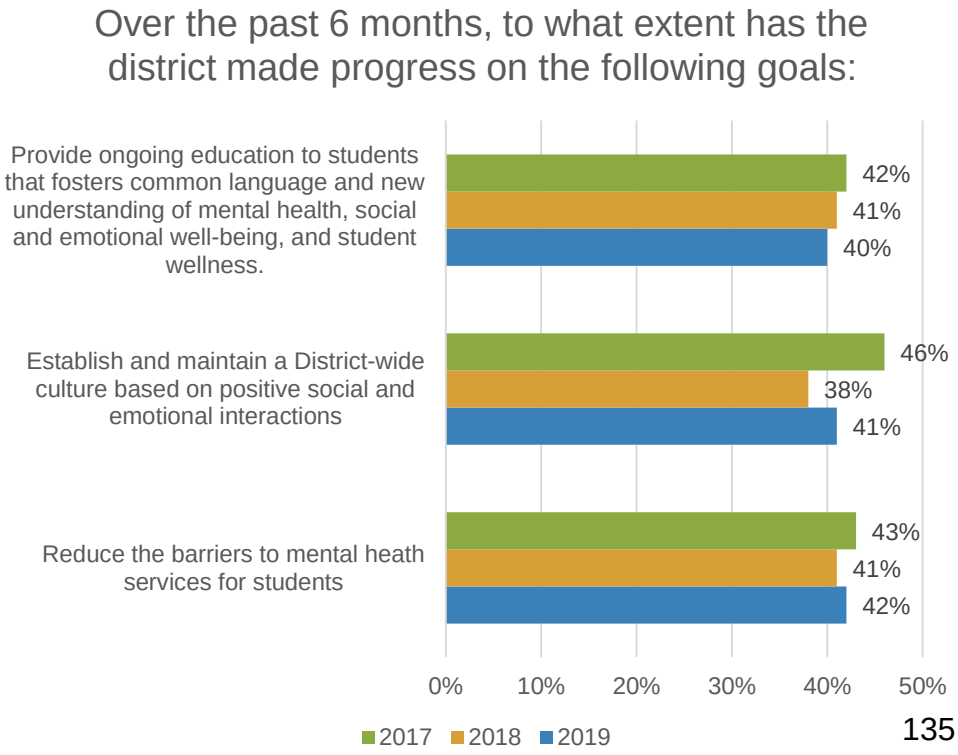
# LONGITUDINAL DATA

Over the past 6 months, to what extent has the district made progress on the

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# 2018-2019 Mental Health and Wellness Survey Analysis

Prepared for Burbank USD

April 2019




HANOVER RESEARCH

www.hanoverresearch.com

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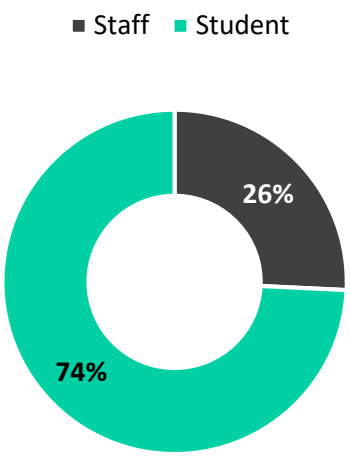
# Introduction

In this report, Hanover Research (Hanover) analyzes and summarizes the results from Burbank Unified School District (BUSD)'s 2018-2019 Mental Health and Wellness Survey. Hanover conducted the online survey from January to March of 2019 to (1) assess student and staff needs for mental health services or support, and (2) determine the extent to which existing mental health services are utilized by students and staff.

In total, 2,725 respondents completed the survey and provided quality survey responses. This report includes results from 2,023 high school students and 702 staff members associated with BUSD.

**Which of the following best describes your affiliation with BUSD? (n=2,725)**

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# Methodology Notes

- The survey was fielded online using the Qualtrics software platform.
- After data collection, Hanover identified and removed low-quality respondents.
- In the following report, Hanover presents aggregate results for all survey items as well as statistically significant differences by role (i.e., students and staff) and by high school (i.e., Burbank, John Burroughs, and Monterey High School). Monterey High school staff are excluded from segmented analysis due to small sample size (n=4) to protect anonymity.
- Statistically significant difference (95% confidence level) between groups are noted with an asterisk (*).
- For full aggregate and segmented results, please consult the accompanying data supplement.
- Sample sizes vary across questions as some questions only pertain to a subset of respondents.
- Conclusions drawn from a small sample size (n<20) should be interpreted with caution.
- “Don’t Know or Not Applicable” responses, and equivalent, are often excluded from the figures and analysis in order to focus on respondents who did express an opinion.

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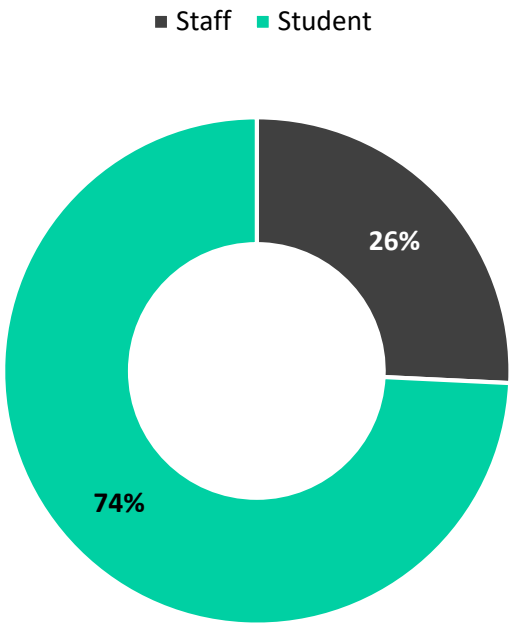
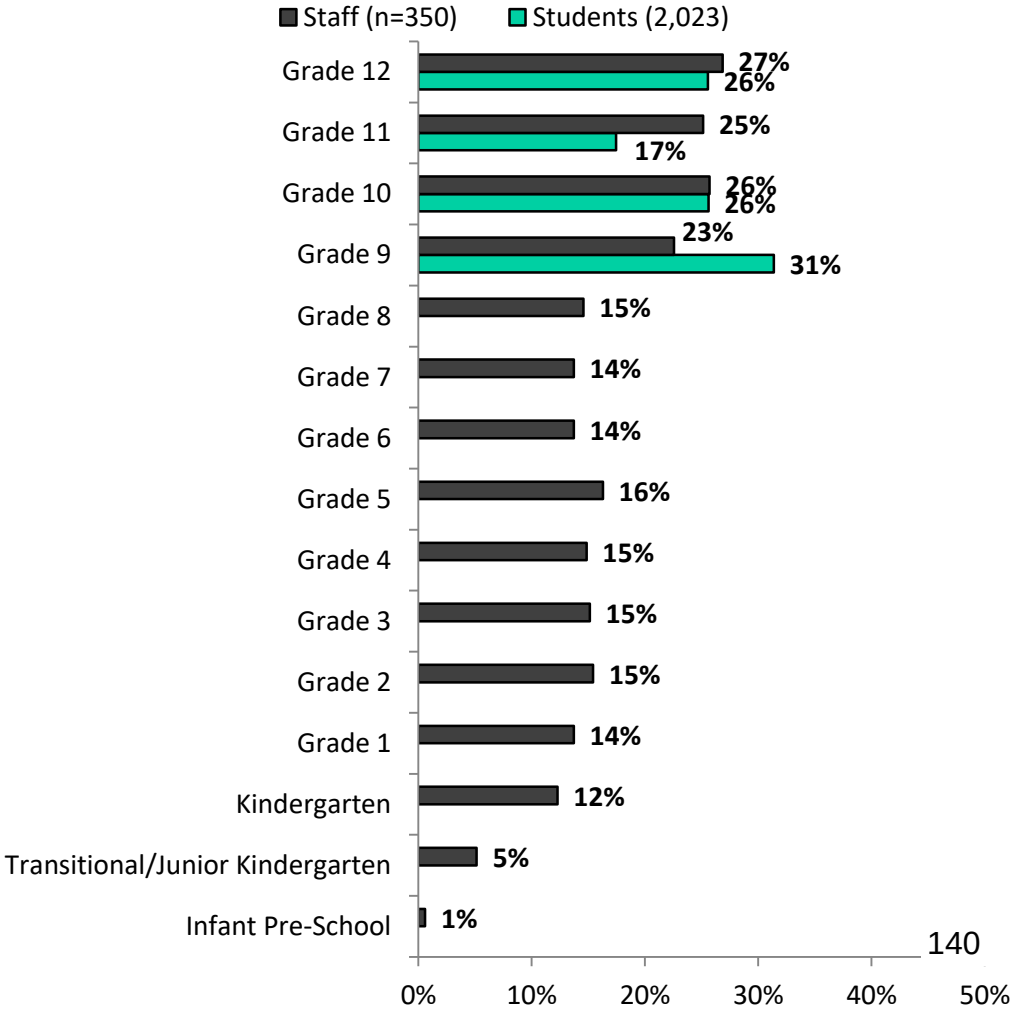
# Respondents' Background

**Which of the following best describes your affiliation with BUSD? (n=2,725)**




- High school students make up the majority of respondents.
- Staff responses reflect multiple grade levels and positions.

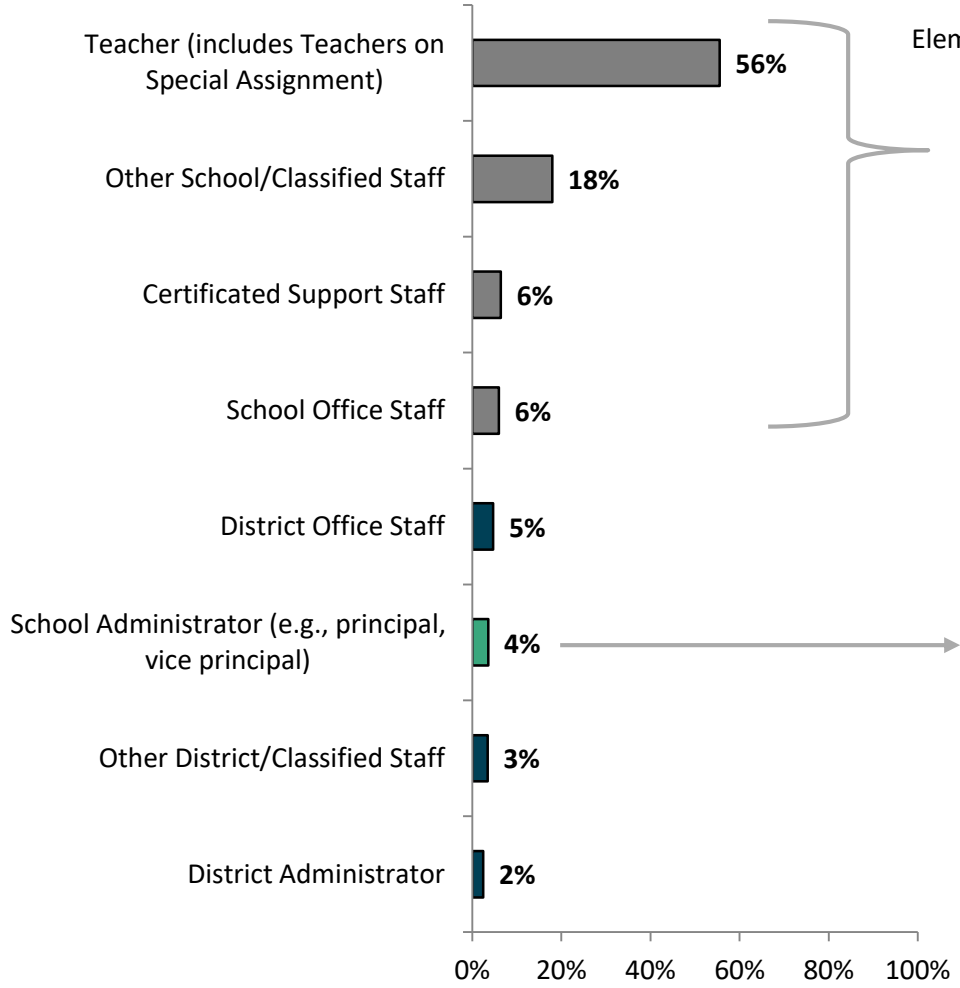
**What is your current grade level?**
**What grade level(s) do you primarily teach?**



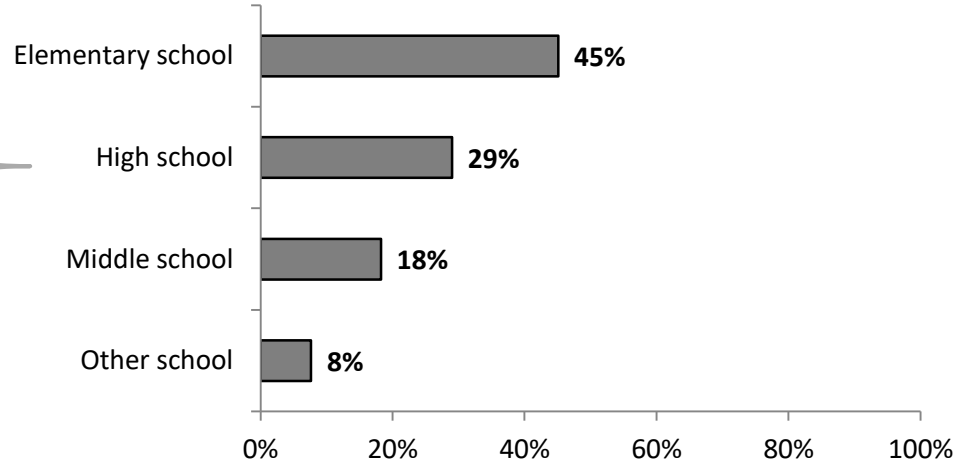

Note: Teachers' responses total greater than 100 percent as respondents could select all that apply. See next slide for full staff breakdowns.

# Respondents' Background - Staff

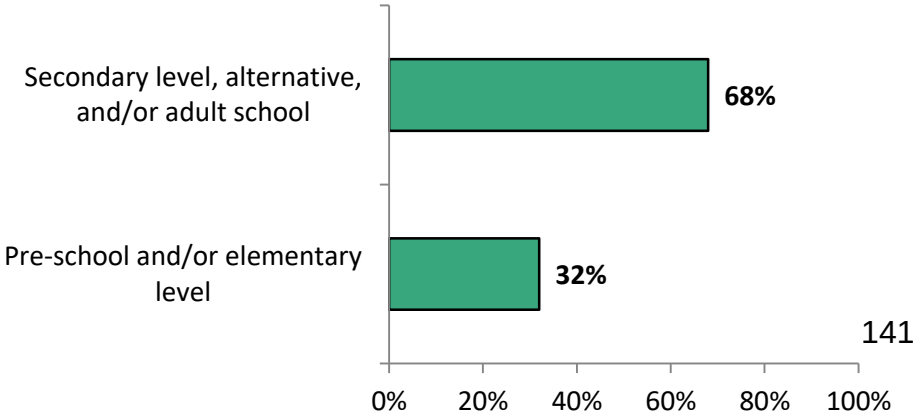
**Which of the following best describes your role within BUSD? (n=702)**




**At which school level do you primarily work? (n=603)**




**At which school level do you primarily work? (n=25)**

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Note: Staff respondents only.

# Respondents' Background – High School

There were relatively low response rates for both students and staff from Monterey High School. Due to this low response rate, staff results are not reported for questions that students did not also respond to in order to protect the anonymity of these respondents. Additionally, conclusions drawn from high school segmentations where the number of Monterey High School respondents is low (n<20) should be interpreted with caution.

| | Total Responses | Student Responses | % of Total Student Enrollment | Staff Responses |
|---|---|---|---|---|
| Burbank High School | **1,203** | 1,124 | 44% | 79 |
| John Burroughs High School | **965** | 873 | 34% | 92 |
| Monterey High School | **25** | 21 | 15% | 4 |

Note: Percent of total student enrollment was calculated by dividing the number of student responses included in the analysis by the total number of students enrolled at each school as reported in the 2017-2018 report card for each school.

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# Recommendations

- **Increase communication of available mental health and wellness services and programs. Burbank USD should also conduct qualitative studies to understand how to help students overcome barriers to seeking these services.** Although only 30 percent of staff stated that they are not aware of any services or programs, no program was recognized by more than 43 percent of staff members. Most students are unlikely to seek staff's support themselves, and almost two in five students indicate that a lack of knowledge about who to ask for help and lack of communication between students and school staff are factors making it difficult for them to access support services.

- **Continue to provide ongoing education around mental health, wellness, and social-emotional well-being to develop a common language and understanding in these areas.** Respondents report the lowest levels of progress in the past six months in the district's efforts to foster a common language and new understanding of these areas among staff and parents.

- **Conduct best practice research regarding homework at the high school level and review current homework policies to ensure that students receive an appropriate amount and type of homework.** Forty-two percent of students report that homework is a large source of stress or anxiety and an additional 27 percent report that it is a moderate source of stress or anxiety.

# Key Findings – Counseling Services Demand

- **Students would benefit the most from anxiety/ stress-related and interpersonal relationship counseling and support services.** Over two-thirds of students indicate that these would be at least somewhat beneficial to their close friends and over half say that they personally would benefit from these services. Additionally, over one-third of staff state that most students (50-100%) would benefit from these services.
  - **However, while many students indicate that they or some of their close friends would benefit from interpersonal relationship counseling, most report that their relationships are not a big source of stress or anxiety.** Over half of students say that relationships with significant others (75%), friends (71%), and family (66%) are "Not at All" or only a "Small Source" of stress and anxiety.

**To what extent would some of your close friends benefit from the following counseling or support services (% Somewhat + Very Beneficial):**

**Anxiety or stress-related 79%**

**Interpersonal relationships 69%**

**Depression or suicide prevention 67%**

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

**Anxiety or stress-related 72%**

**Interpersonal relationships 54%**

**Depression or suicide prevention 48%**

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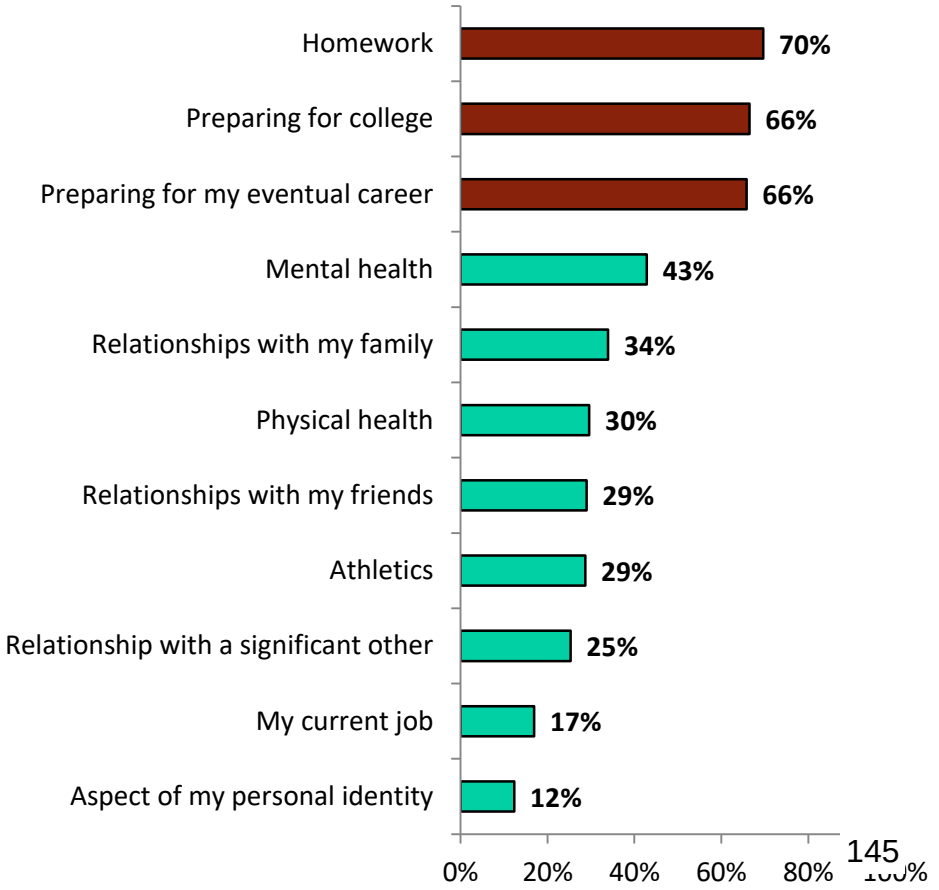
# Key Findings – Stress and Anxiety (Students)

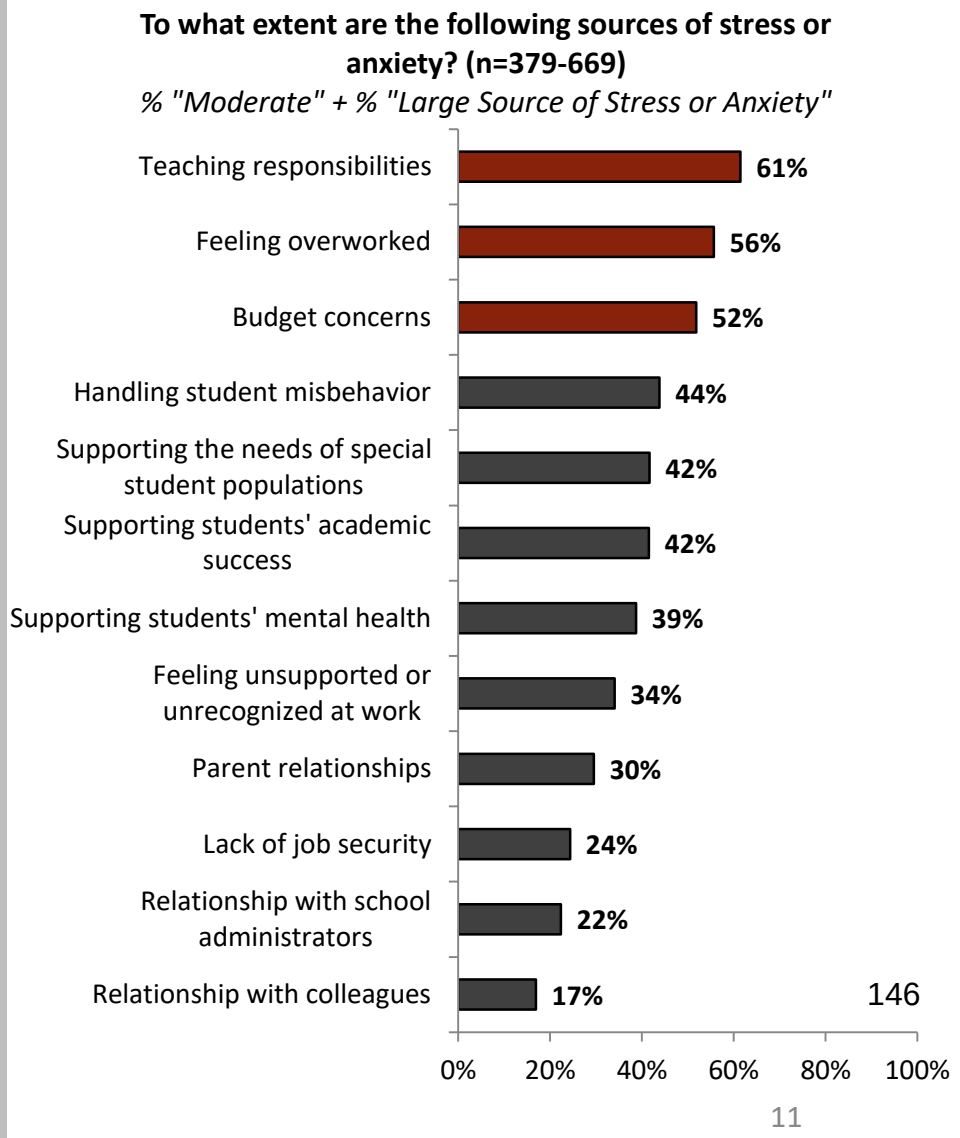
- Student responses suggest that their biggest sources of stress and anxiety stem from school work and preparing for the future.
- Overall, 53 percent of students say they are "Often" or "Almost Always Stressed or Anxious." Specifically, students indicate that homework, preparing for college, and preparing for their eventual careers are the largest sources of stress with at least two-thirds reporting that these are a "Moderate" or "Large Source of Stress or Anxiety."

**To what extent are the following sources of stress or anxiety?**
**(n=1,216-1,956)**
*% "Moderate" + % "Large Source of Stress or Anxiety"*



# Key Findings – Stress and Anxiety (Staff)

- **Overall, staff report lower levels of stress than students and indicate that they are not often stressed/anxious about relationships with co-workers or lack of job security.** Thirty-five percent of staff feel stressed almost always or sometimes stressed or anxious. Over half of staff report that teaching responsibilities, feeling overworked, and budget concerns are a moderate or large source of stress or anxiety.
- **Teachers need more direction on how to support students' mental health needs.** About two out of five staff members find supporting students' mental health at least moderately stressful. Though most students report that they are unlikely to seek mental or social-emotional support from school staff (64%), when students do seek support, they were more likely to seek help from a teacher (41%) than a counselor (34%) or school psychologist (32%). Furthermore, 18 percent of staff say the inability to identify warning signs of emotional and behavioral disorders makes it difficult for students to access mental health or social-emotional support services.



# Key Findings – Pursuing Support and Use of Services

- 67 percent of students overall say they have never used any school-provided services or programs.
- The programs and services that students and staff overall are most aware of/have used/have referred are:
  - Individual counseling (16%)
  - Wellness Center at John Burroughs High School (13%)
  - Family Service Agency of Burbank (12%)
  - Wellness Center at Burbank High School (12%)
  - Psychological evaluation/assessment (11%)

**Biggest barriers to accessing mental health or social-emotional support services**
**(Students vs. Staff)**

**Unwilling to receive help**
**(19% vs. 34%)**

**Lack of knowledge about who to ask for help**
**(18% vs. 33%)**

**Lack of knowledge about available services**
**(14% vs. 37%)**

**Stigma associated with using services**
**(14% vs. 36%)**

**Lack of communication between students and staff**
**(17% vs. 18%)**

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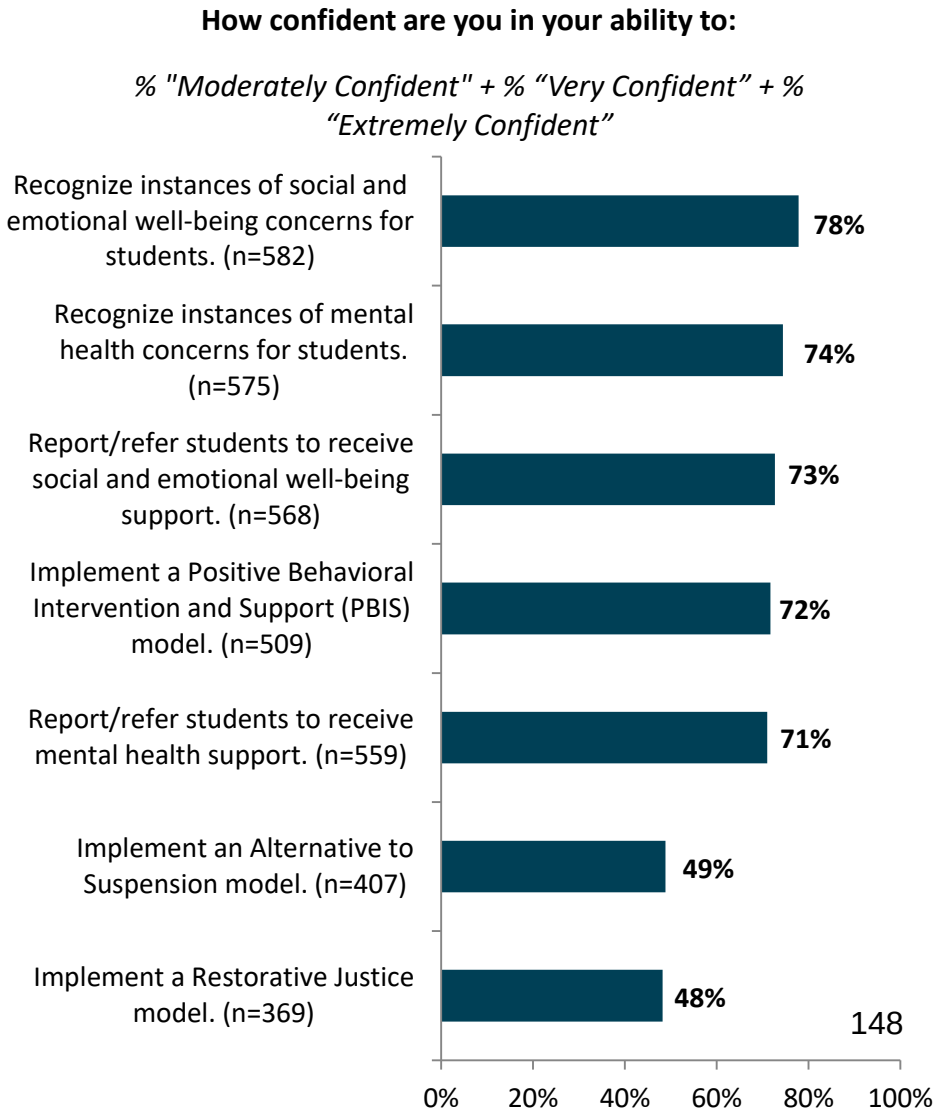
# Key Findings – Professional Support and Satisfaction with Social-Emotional Resources (Staff)

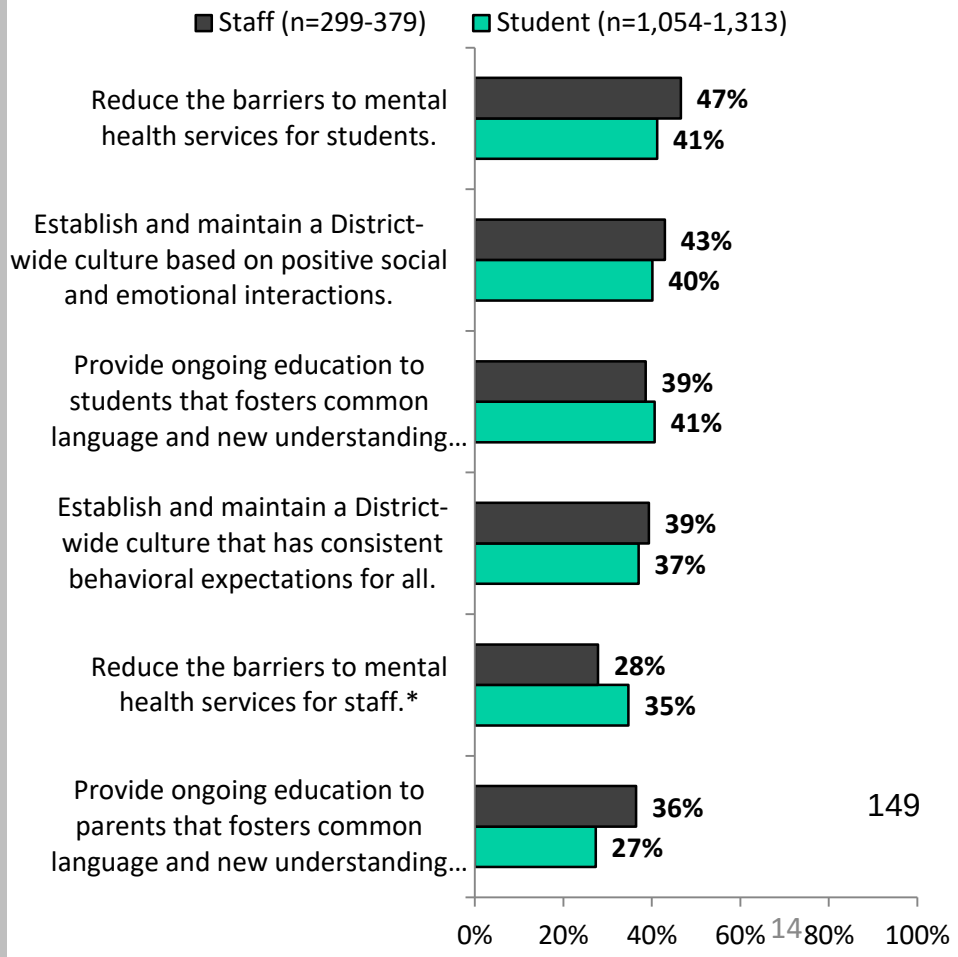
- **While most staff report that they are confident in their ability to recognize, report, and refer students with social and emotional well-being or mental health concerns, about half indicate low satisfaction with district-provided resources and materials.** About three-fourths of staff respondents say they are "Moderately" to "Extremely Confident" in their ability to recognize instances of social and emotional well-being and mental health concerns for students. Additionally, about 70 percent say they are similarly confident in their ability to report/refer students to receive support for these issues.
  - However, only about half of staff members report being "Moderately" to "Extremely Satisfied" with resources on supporting students' social and emotional well-being, student wellness, or students' mental health.



# Key Findings – Progress on Goals

- **Most respondents report that over the past six months the district has made some progress on all of its goals related to mental health and wellness, with the most progress in reducing barriers to services for students and developing a social/emotional curriculum.** Forty-seven percent of students and 41 percent of staff have seen a moderate or large amount of progress in reducing the barriers to mental health services for students. Among questions asked to staff only, respondents report the highest level of progress in developing and implementing a PreK-12 social/emotional curriculum (47 percent).
  - Staff and students are most likely to report no progress on providing ongoing education to parents that fosters common language and new a understanding of mental health, social and emotional well-being, and student wellness (35% no progress).

**Over the past 6 months, to what extent has the district made progress on the following goals?**
*By Role*
*% "Moderate Amount of Progress" + % "Large Amount of Progress"*



# Key Findings – Counseling Services Demand (High School)

- **Compared to Burbank High School (BHS), John Burroughs High School (JBHS) may require special consideration when determining how to allocate resources for mental health and wellness initiatives.** Overall, JBHS students and staff report a greater need for and use of these resources compared to BHS respondents.
  - JBHS students more frequently report that all counseling and support services listed would be at least somewhat beneficial to some of their close friends, and they more frequently report that they personally would find interpersonal relationship, anxiety or stress-related, and depression or suicide prevention counseling or support services at least somewhat beneficial.

**JBHS students more frequently indicate that mental health is at least a moderate source of stress and anxiety (48% for JBHS vs. 39% for BHS)**

**Compared to BHS, JBHS…**

**…students and staff, overall, more frequently indicate that they are "Often/Almost always stressed or anxious" (55% for JBHS vs. 49% for BHS).**

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# Key Findings – Pursuing Support and Use of Services (High School)

- Students and staff affiliated with JBHS and BHS report the highest familiarity with their own Wellness Center compared to other school-provided services or programs, but students and staff disagree on their respective effectiveness.
  - Thirty percent of JBHS students report having used the Wellness Center at JBHS, and 61 percent of staff say they are aware of or have referred students to it. However, 43 percent of students who have used the center say that it is "Very" or "Extremely Effective" and only 6 percent of staff provide the same rating.
  - Similarly, 20 percent of BHS students report having used their Wellness Center, and 52 percent of staff say they are aware of or have referred students to it. However, 42 percent of students who have used the center say that it is "Very" or "Extremely Effective" and only 22 percent of staff provide the same rating.

**Compared to BHS, JBHS…**

**…students and staff, overall, more frequently indicate that they are "Often/Almost always stressed or anxious" (55% for JBHS vs. 49% for BHS).**

**…fewer students indicate that they have not used school-provided services or programs (62% for JBHS vs. 71% for BHS).**

**…fewer staff indicate that they are not aware of or have not referred students to school-provided services or programs (23% for JBHS vs. 32% for BHS).**

**…staff less frequently say they have not referred any students to the school provided mental health services (49% for JBHS vs. 66% for BHS).**

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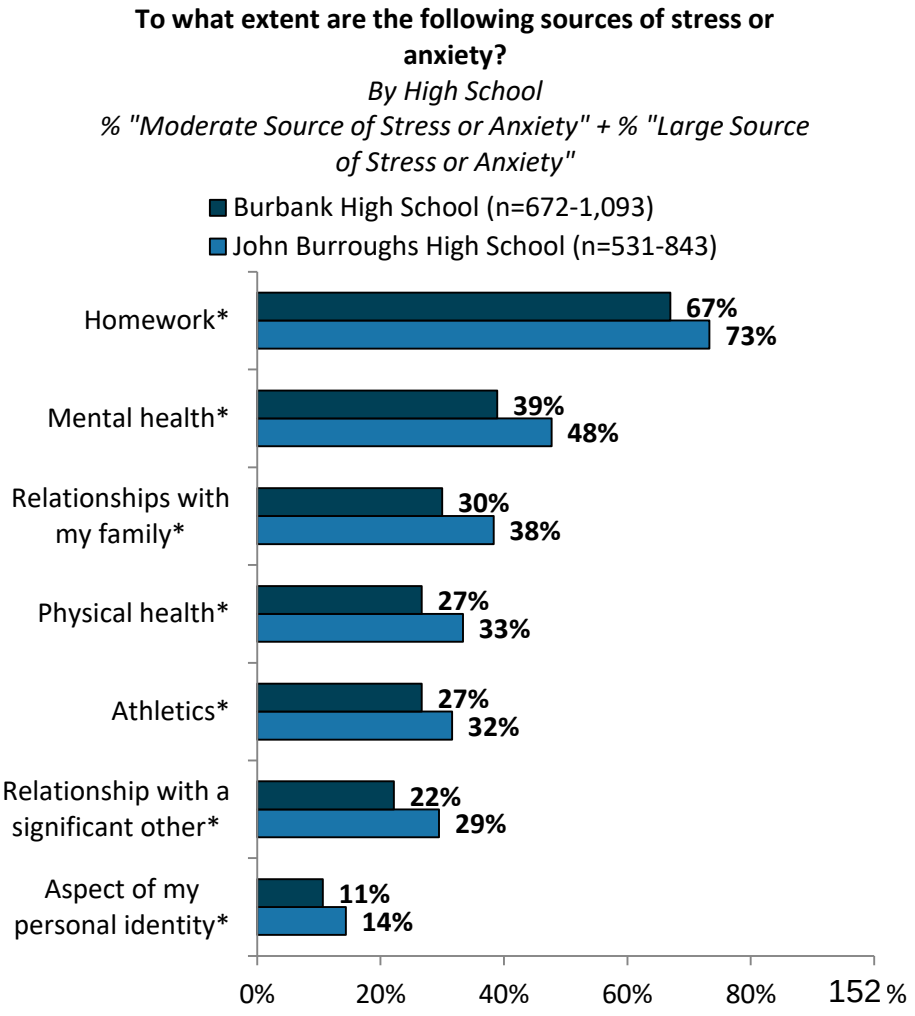
# Key Findings – Stress and Anxiety (High School)

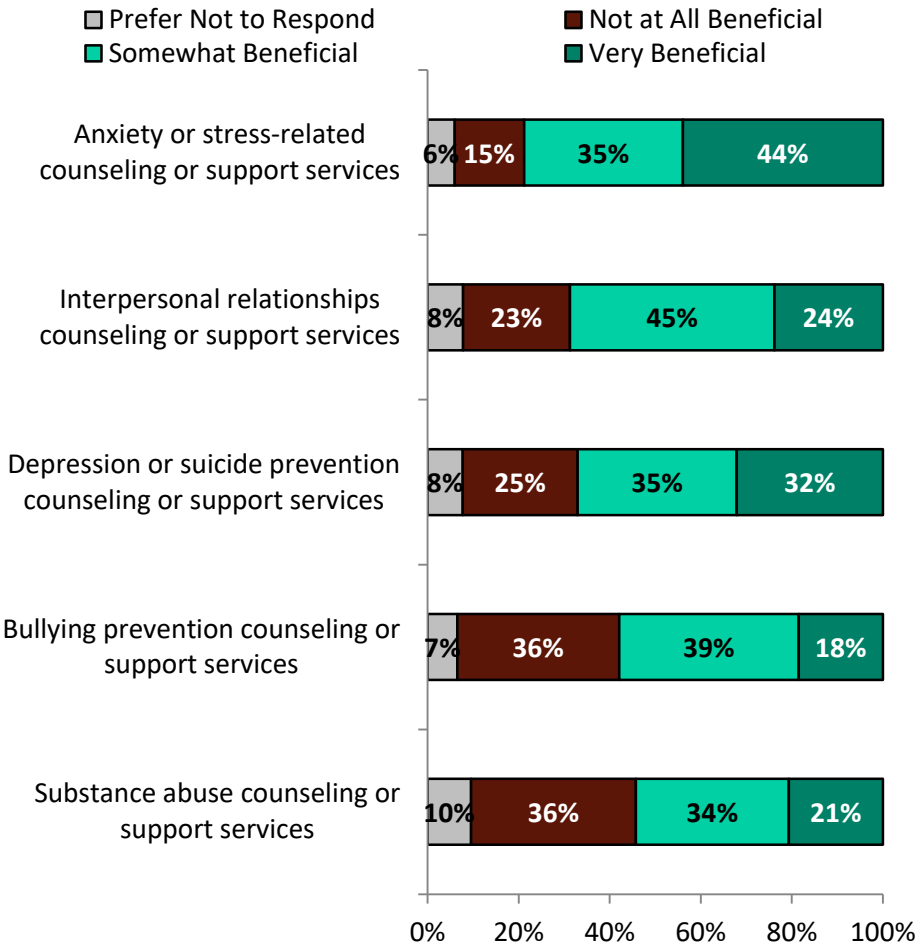
- **Compared to BHS, JBHS students indicate more stress and anxiety** resulting from a number of sources. Notably, JBHS students more frequently state that homework (73% vs. 67%) and mental health (48% vs. 39%) are at least a moderate source of stress.



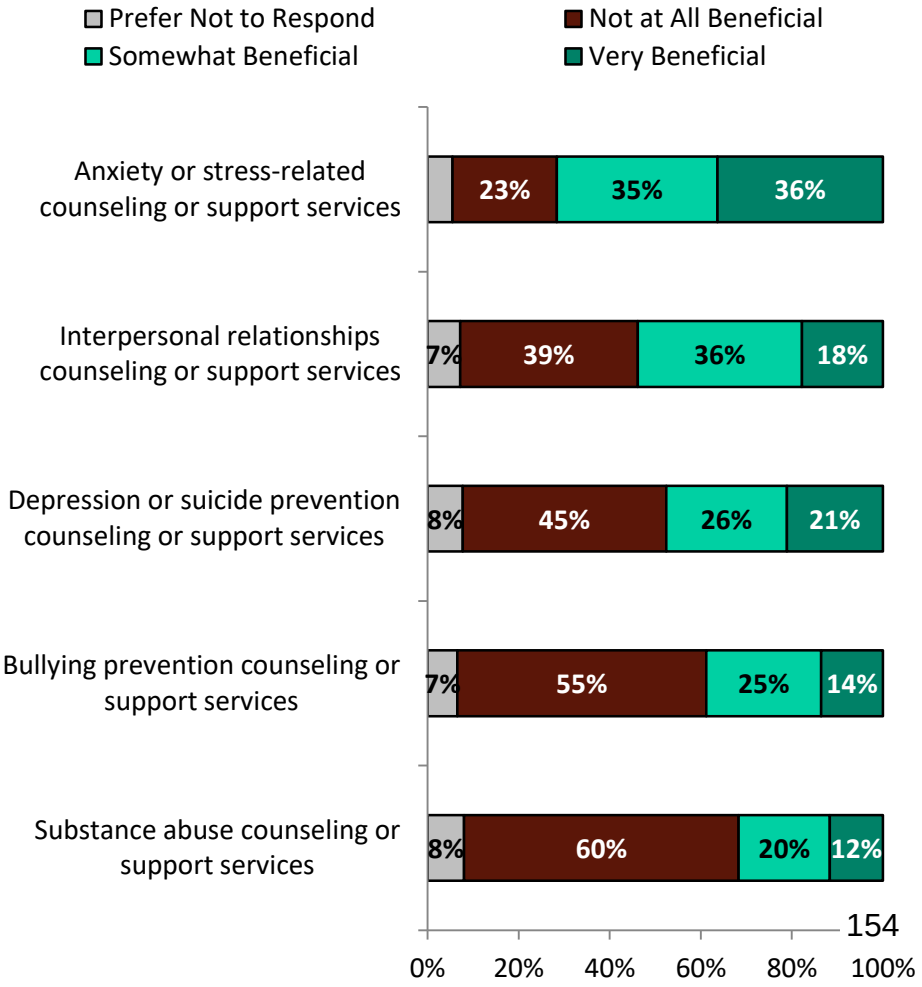
# SECTION I:
# COUNSELING SERVICES DEMAND

# Counseling Services Demand

**To what extent would some of your close friends benefit from the following counseling or support services? (n=2,023)**



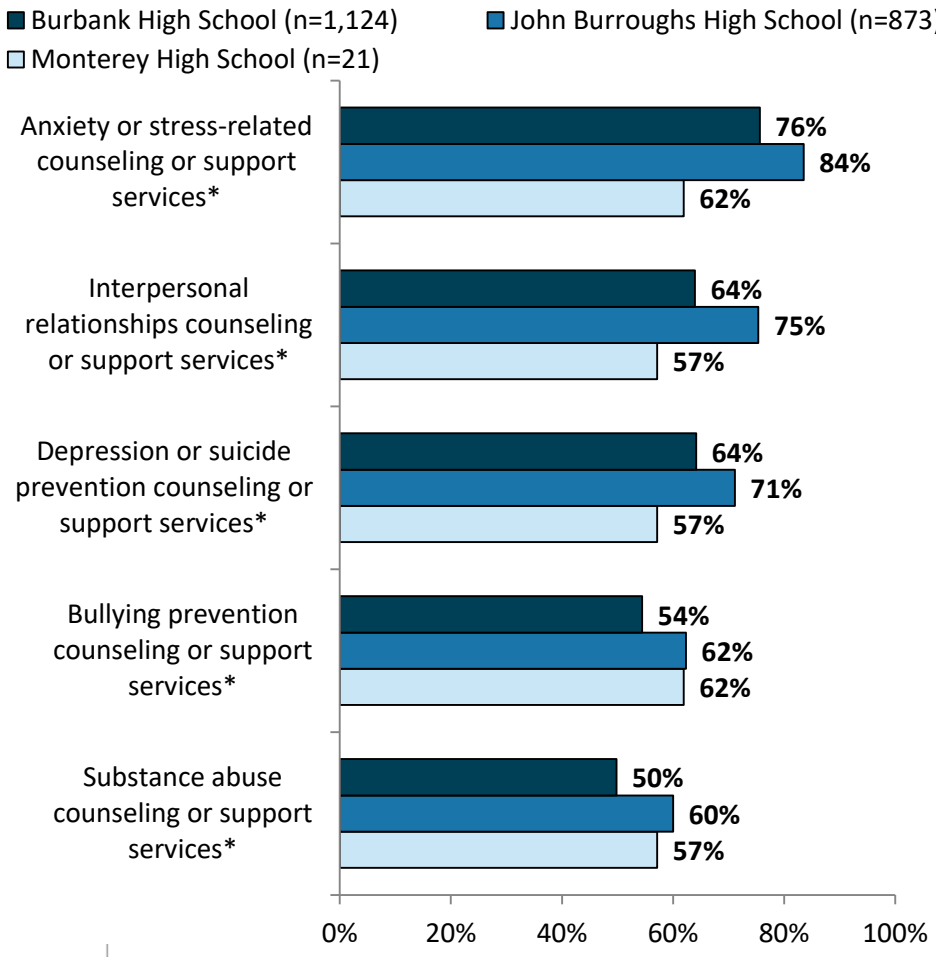

**To what extent would you benefit from the following counseling or support services? (n=2,004)**



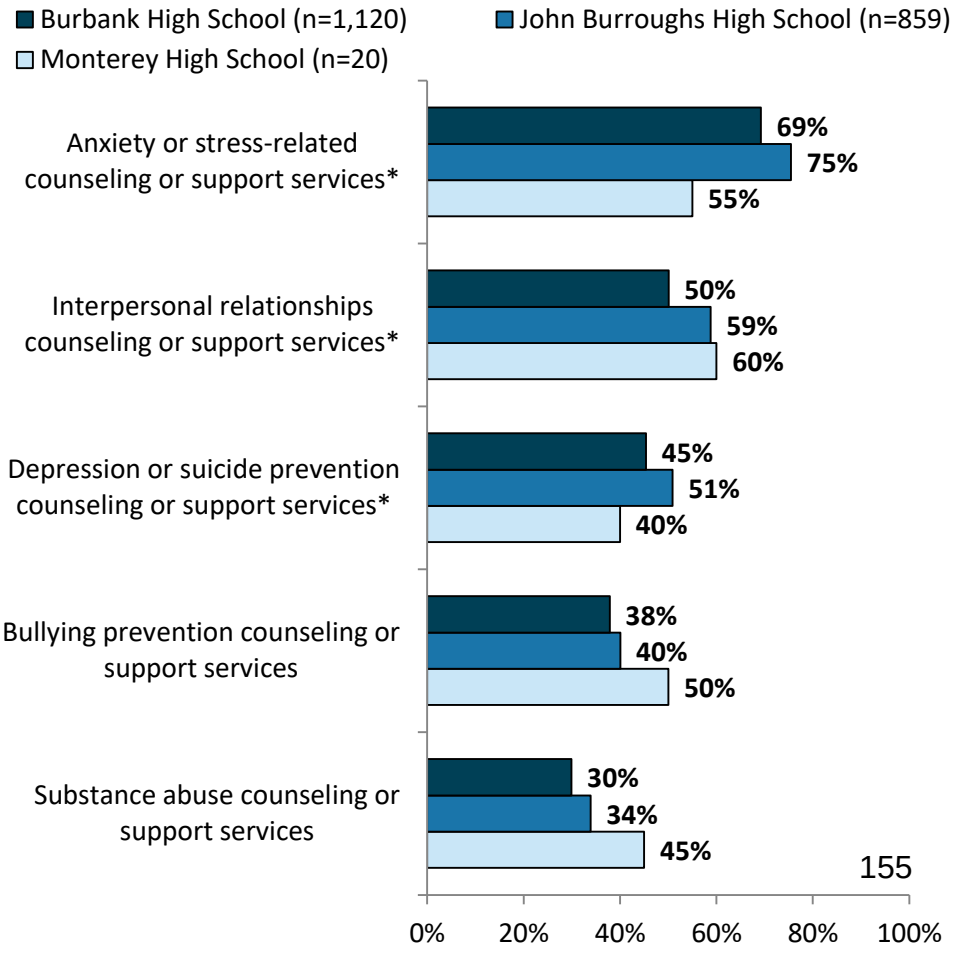

Note: Student respondents only.

# Counseling Services Demand (Cont'd)

**To what extent would some of your close friends benefit from the following counseling or support services?**
*By High School*
*% "Somewhat Beneficial" + % "Very Beneficial"*




**To what extent would you benefit from the following counseling or support services?**
*By High School*
*% "Somewhat Beneficial" + % "Very Beneficial"*

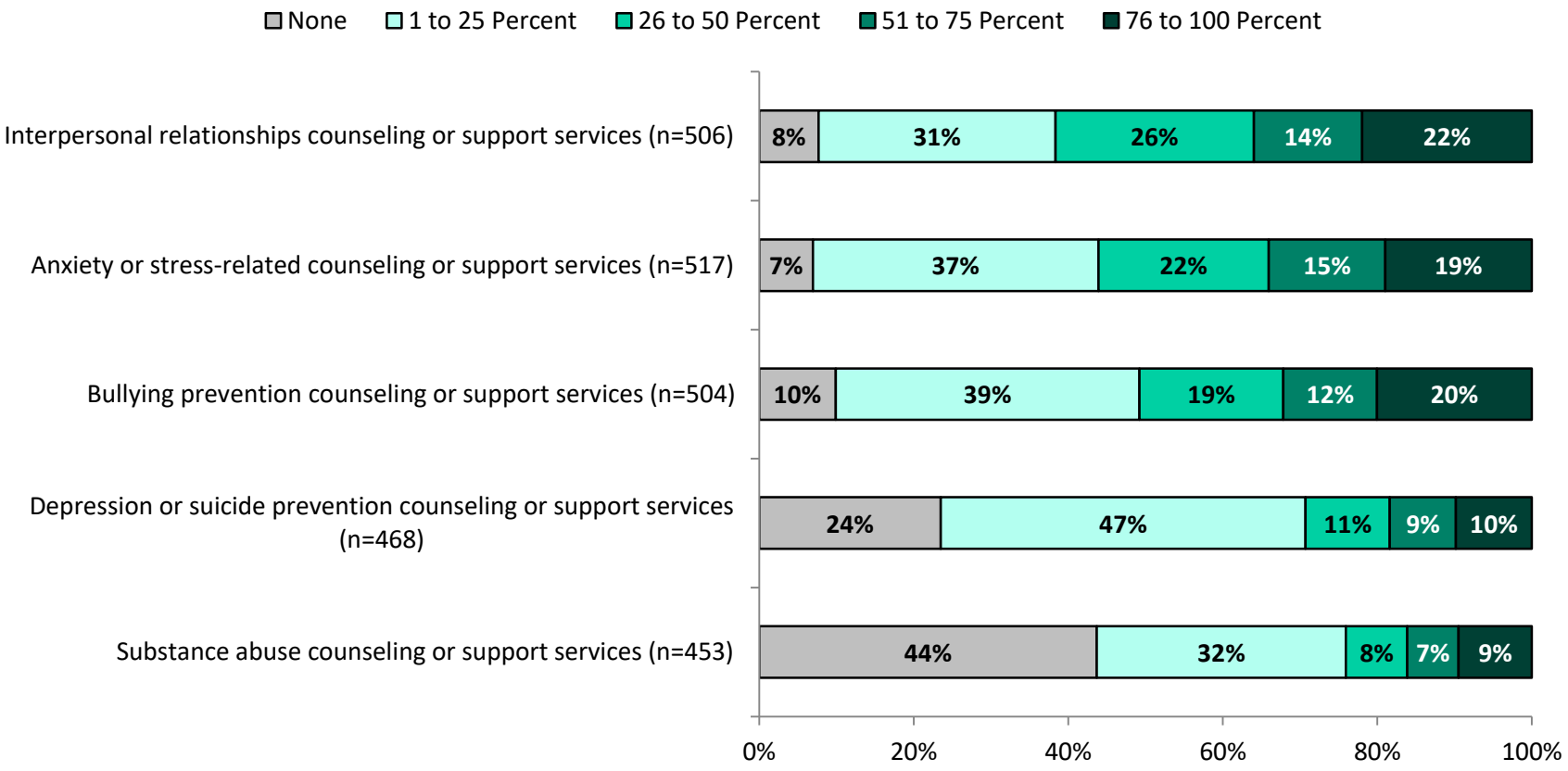





Note: Student respondents only.

# Counseling Services Demand (Cont'd)

**What proportion of the students with whom you regularly engage would benefit from counseling services in the following areas?**

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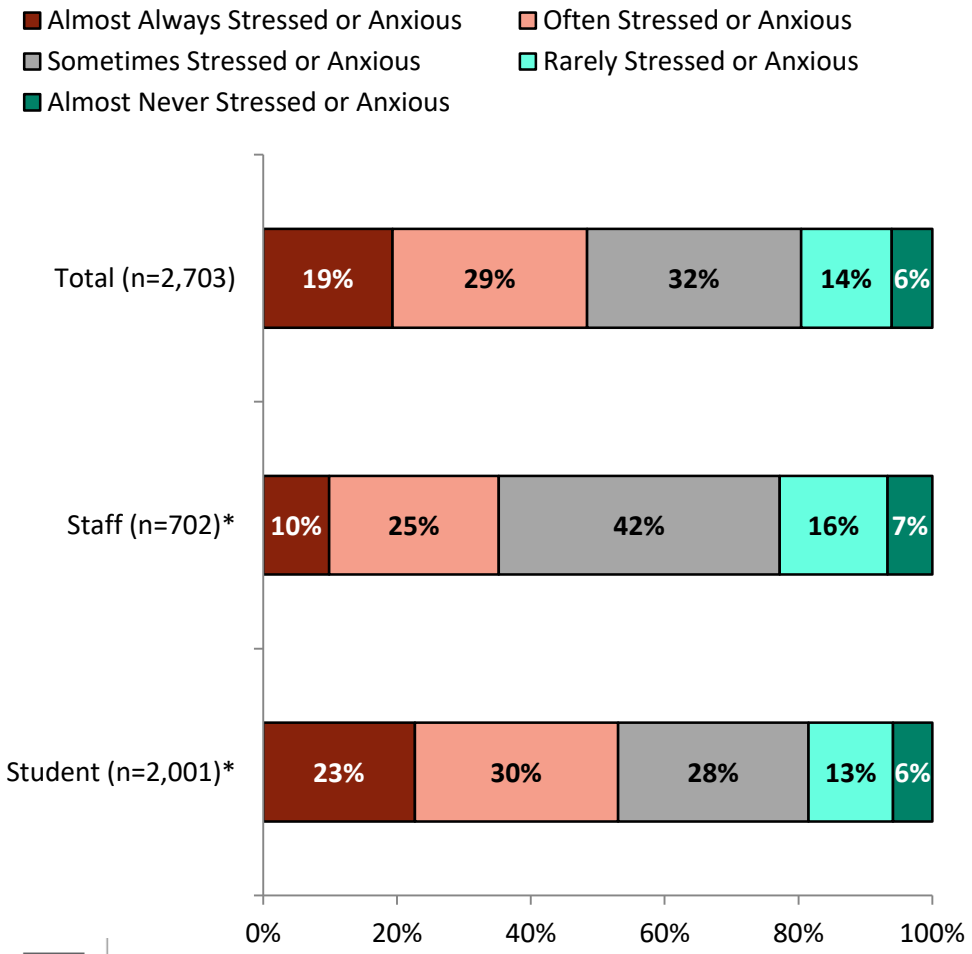
Note: Teachers and administrative staff respondents only.

# SECTION II:
# STRESS AND ANXIETY

# Stress and Anxiety

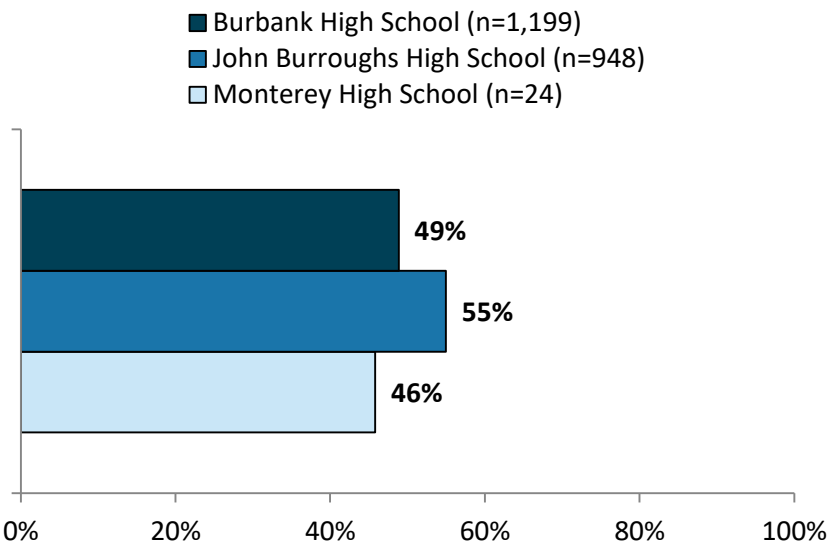
**In general, how would you rate your typical level of stress or anxiety?**




**In general, how would you rate your typical level of stress or anxiety?**

*By High School*

*% "Often Stressed or Anxious" + % "Almost Always Stressed or Anxious"*

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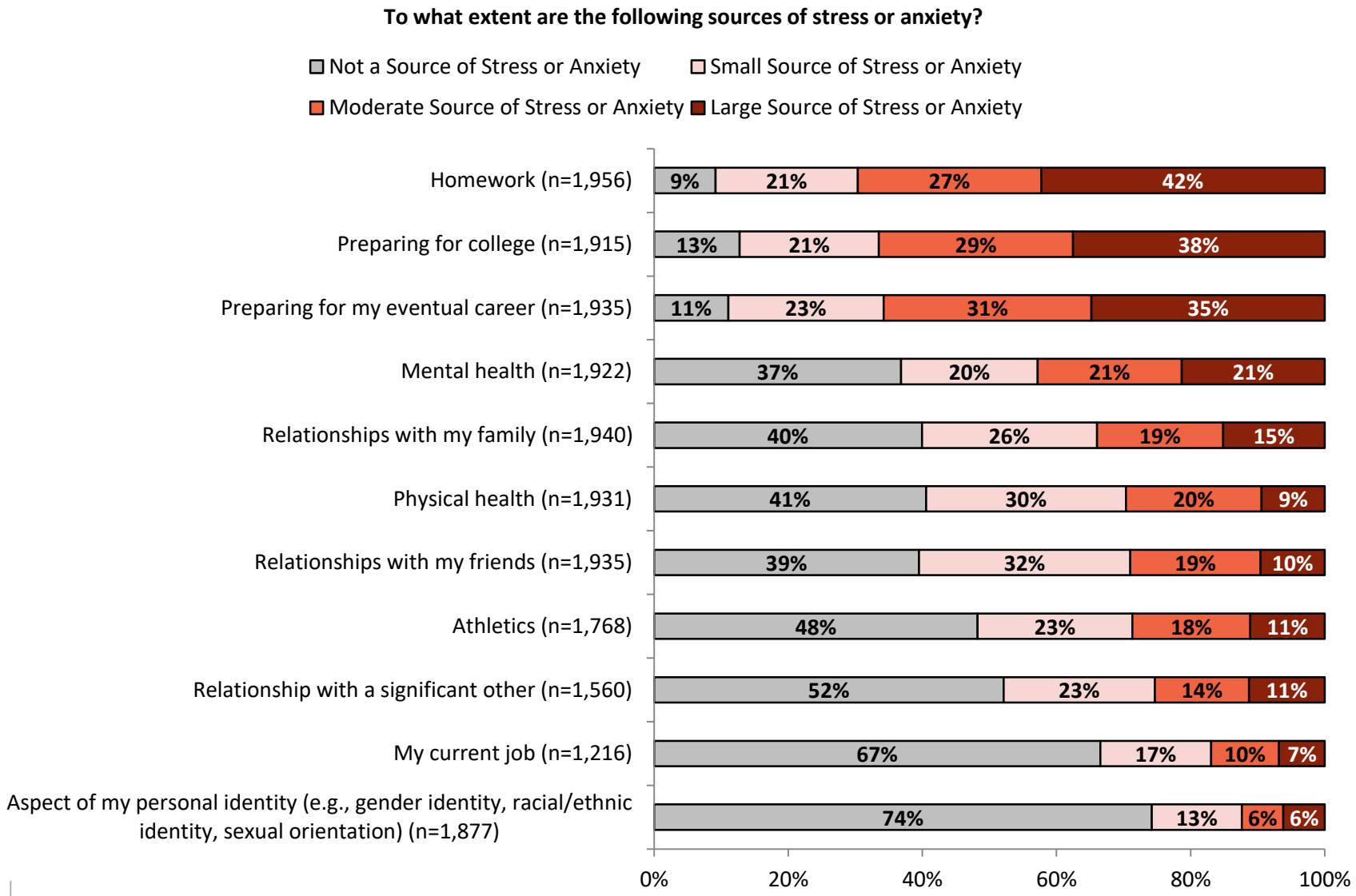
# Stress and Anxiety (Cont'd)




Note: Student respondents only.

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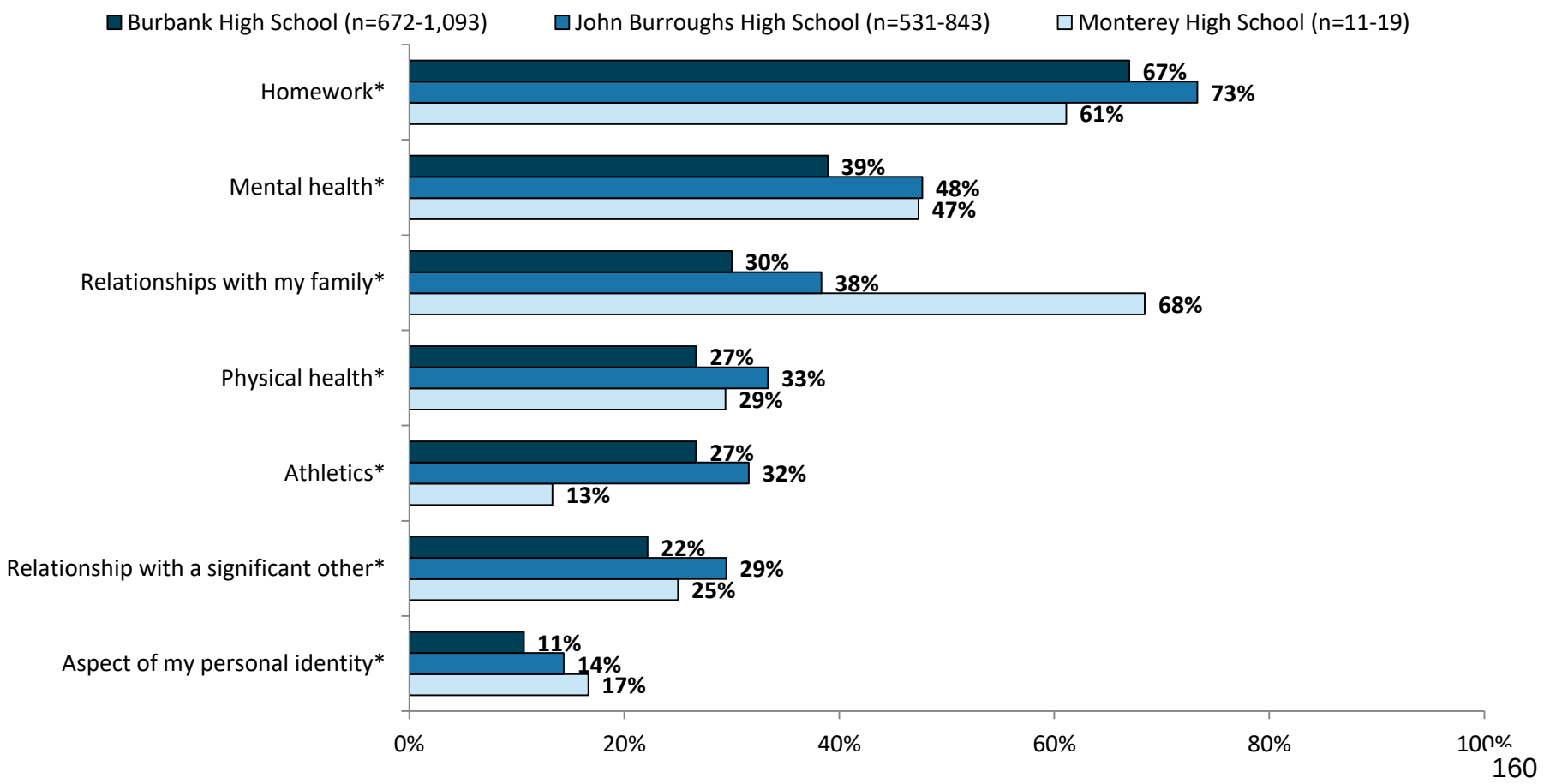
# Stress and Anxiety (Cont'd)

**To what extent are the following sources of stress or anxiety?**

*By High School*

*% "Moderate Source of Stress or Anxiety" + % "Large Source of Stress or Anxiety"*

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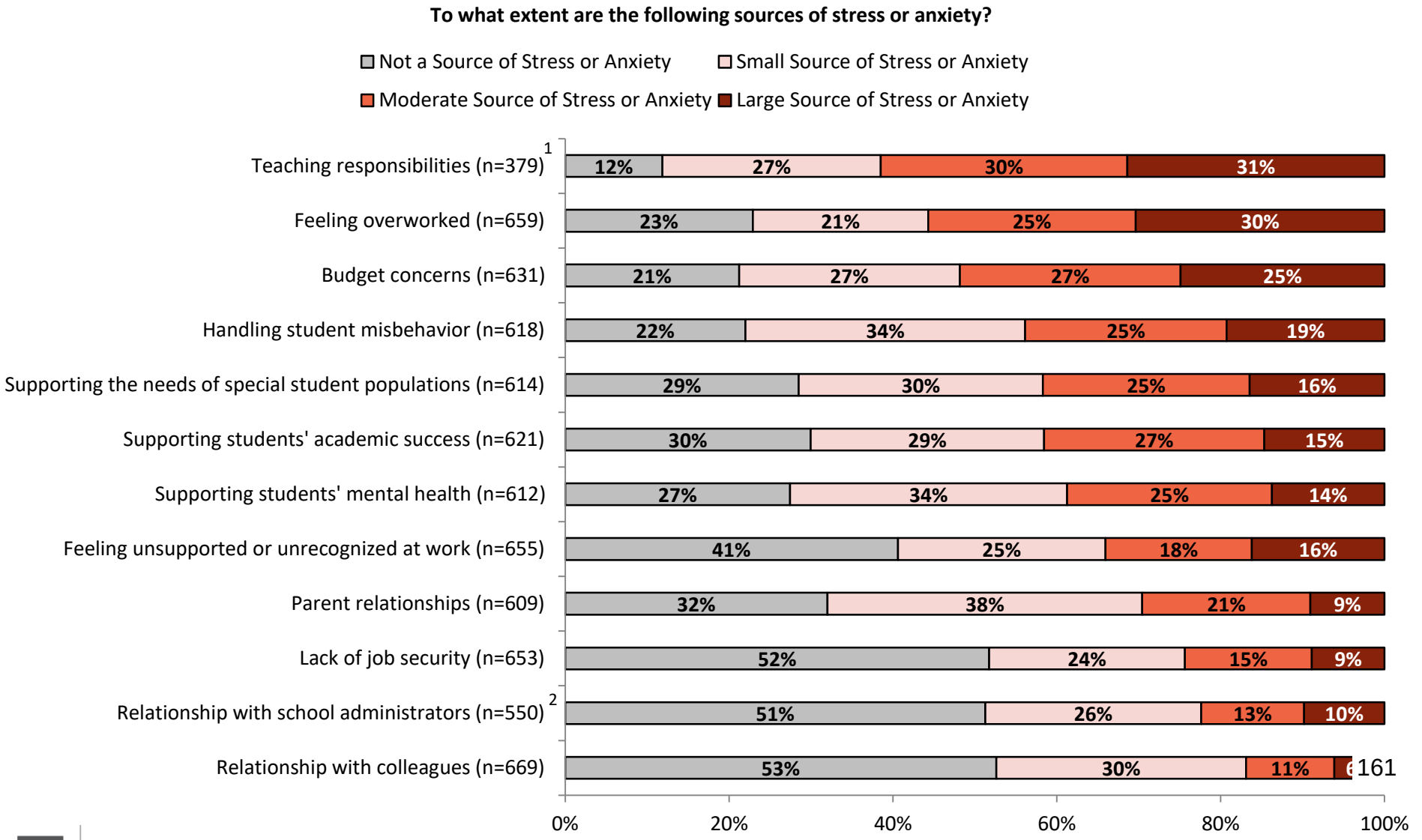
Note: Student respondents only. Only statistically significant differences are shown above. Conclusions drawn from a small sample size (n<20) should be interpreted with caution.

# Stress and Anxiety (Cont'd)

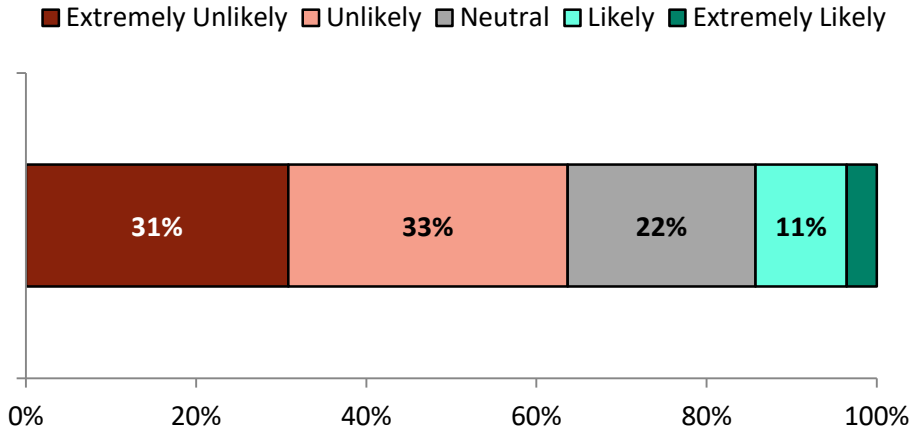



Note: Staff respondents only. [1]Teacher respondents only. [2]Teacher and administrative staff respondents only.

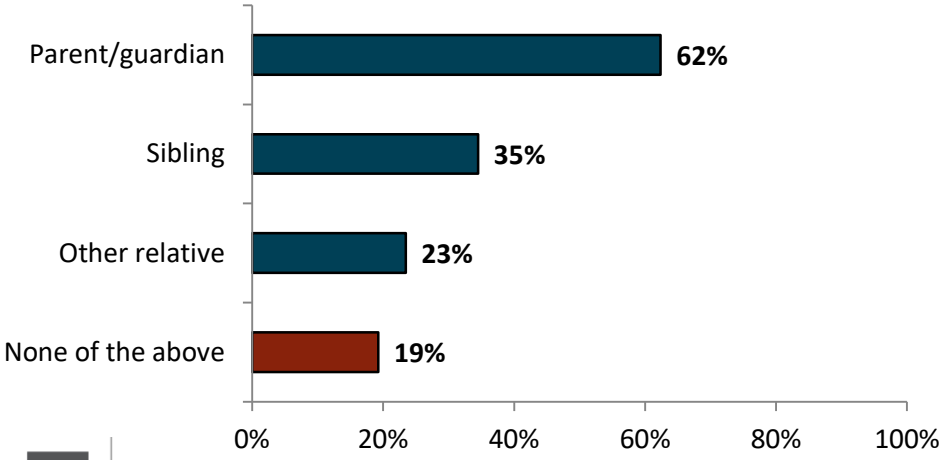
# SECTION III:
# PURSUING SUPPORT

# Pursuing Support

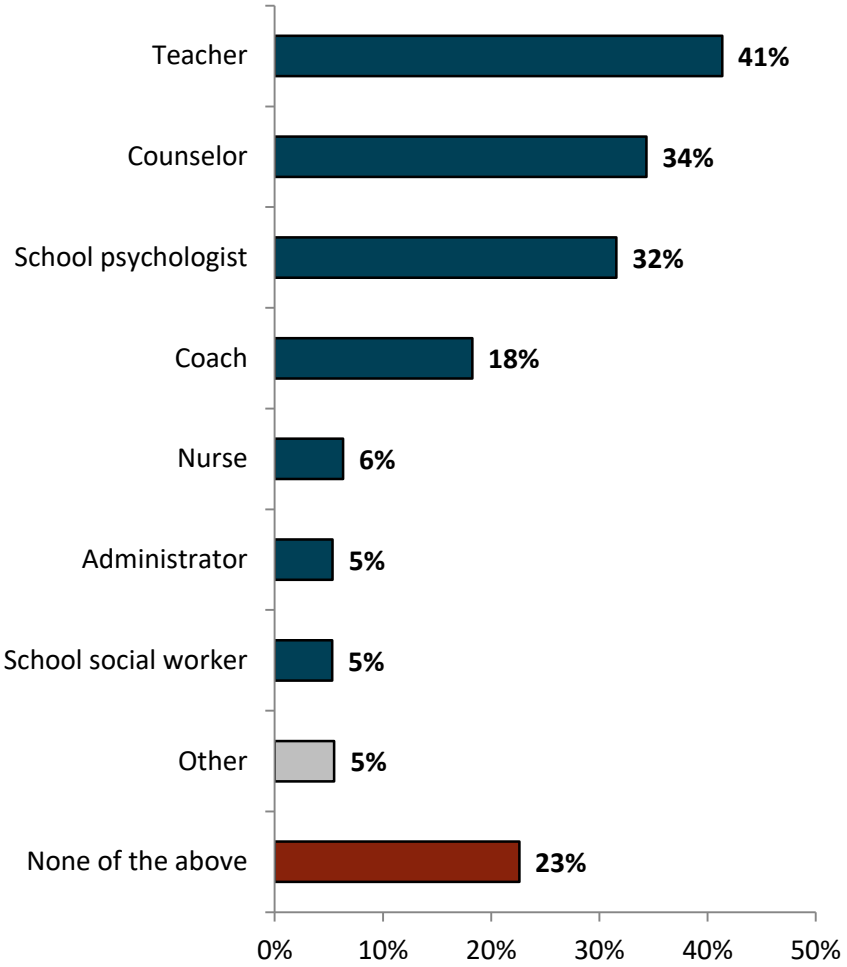
**How likely would you be to seek mental or social-emotional support from school staff? (n = 1,982)**




**What family member, if any, would you seek mental or social-emotional support from? (n=1,979)**




**What school staff member, if any, would you seek mental or social-emotional support from? (n=1,982)**





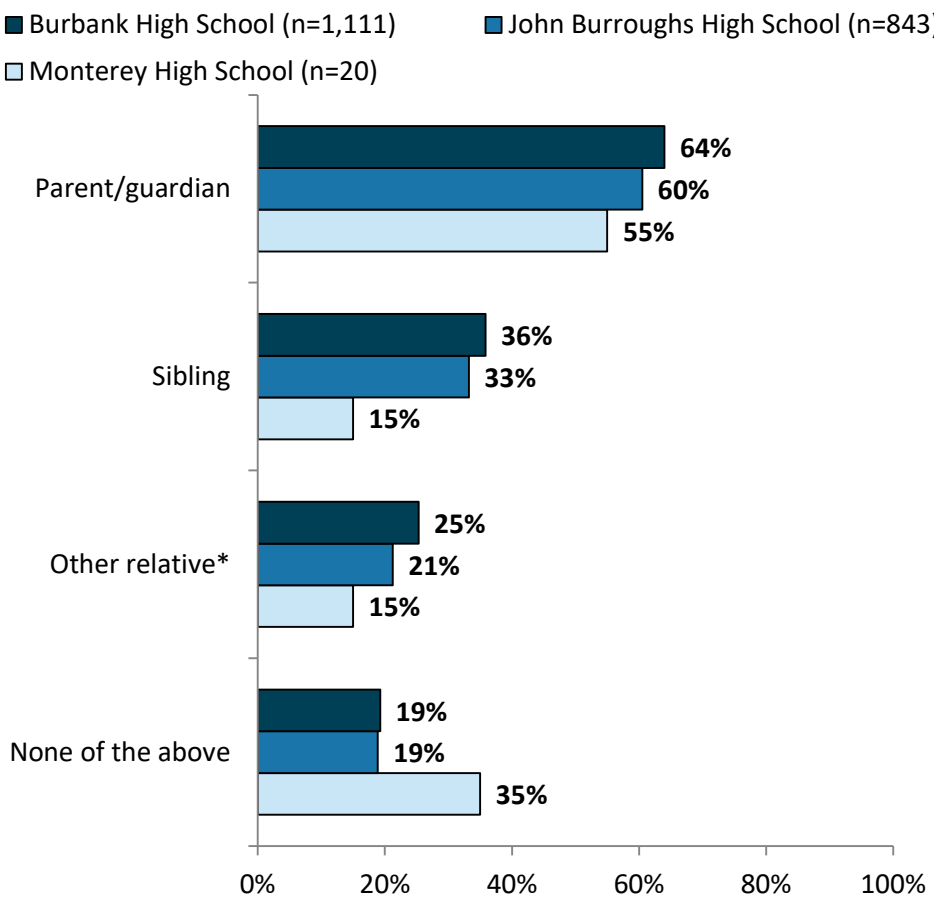



Note: Student respondents only.

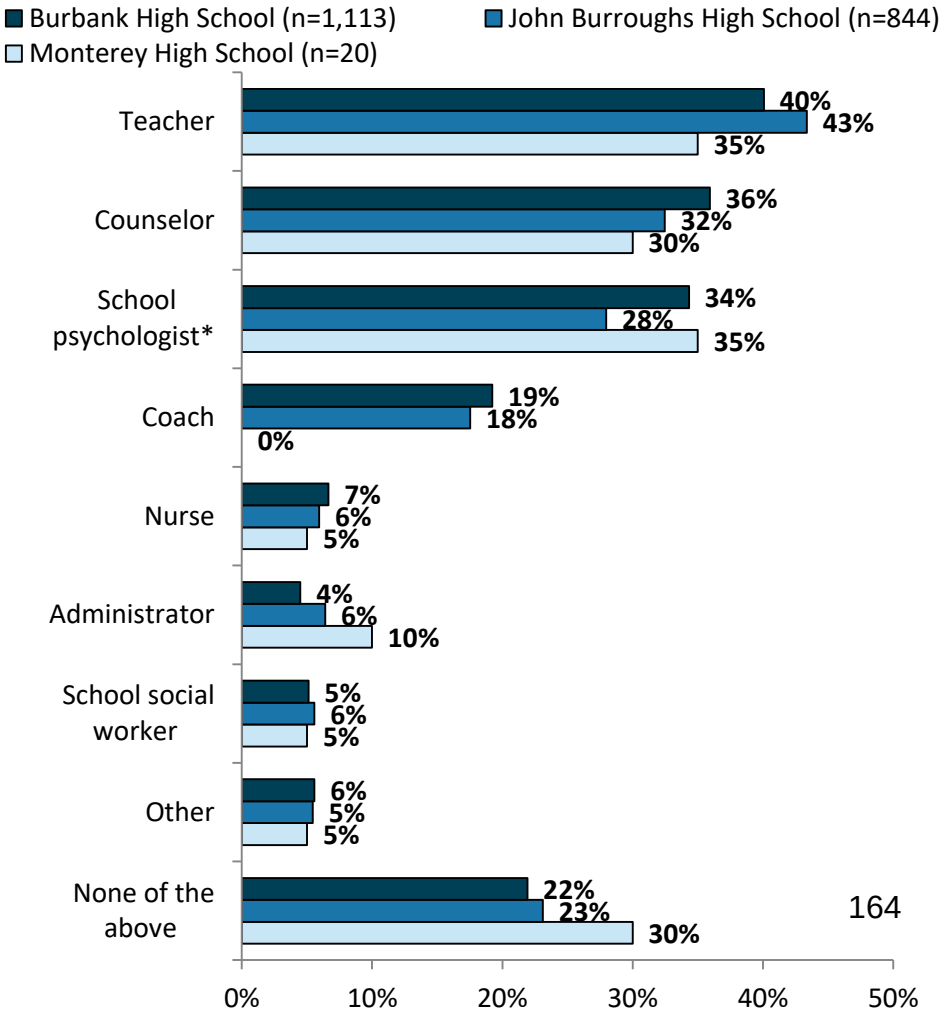
Responses to questions about seeking mental or social-emotional support total greater than 100 percent as respondents could select all that apply.

# Pursuing Support (Cont'd)

**What family member, if any, would you seek mental or social-emotional support from?**
*By High School*




**What school staff member, if any, would you seek mental or social-emotional support from?**
*By High School*




164

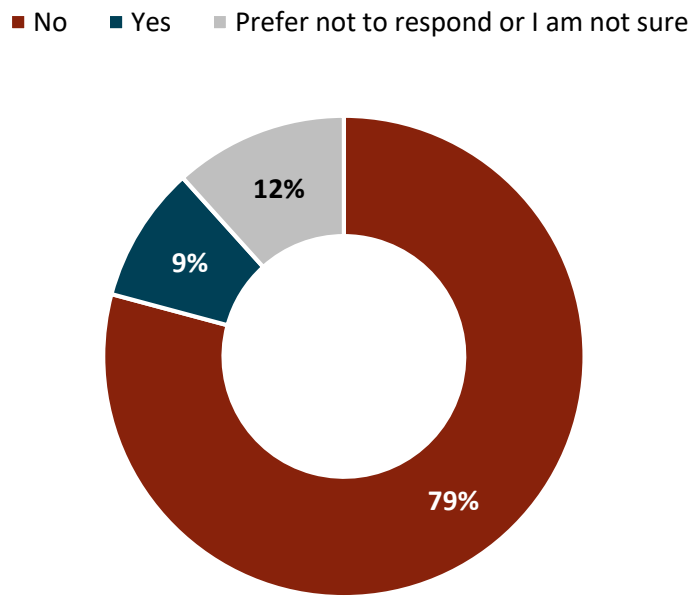


Note: Student respondents only.
Responses to questions about seeking mental or social-emotional support total greater than 100 percent as respondents could select all that apply.

# SECTION IV:
# USE OF SERVICES

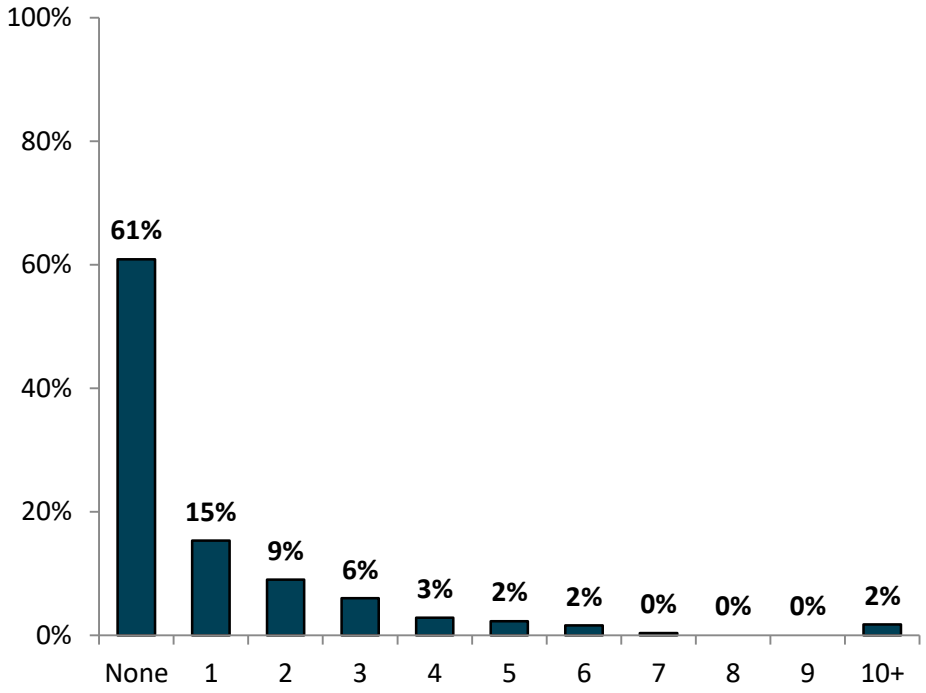
# Use of Services

**In the past month, has a staff member referred you to any school-provided mental health services or programs? (n=1,978)**




Note: Student respondents only.

**In the past month, how many students have you referred to the school-provided mental health services? (n=568)**

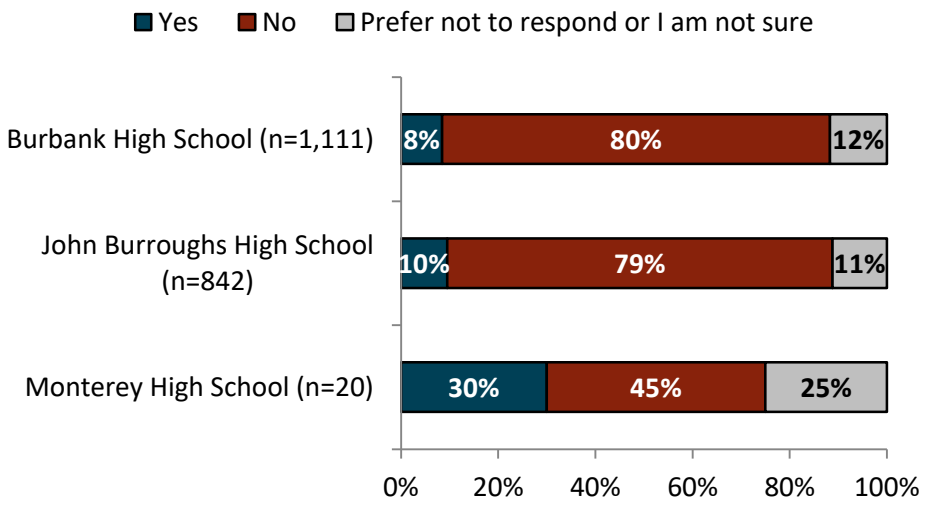



Note: Teacher and administrative staff respondents only.

166

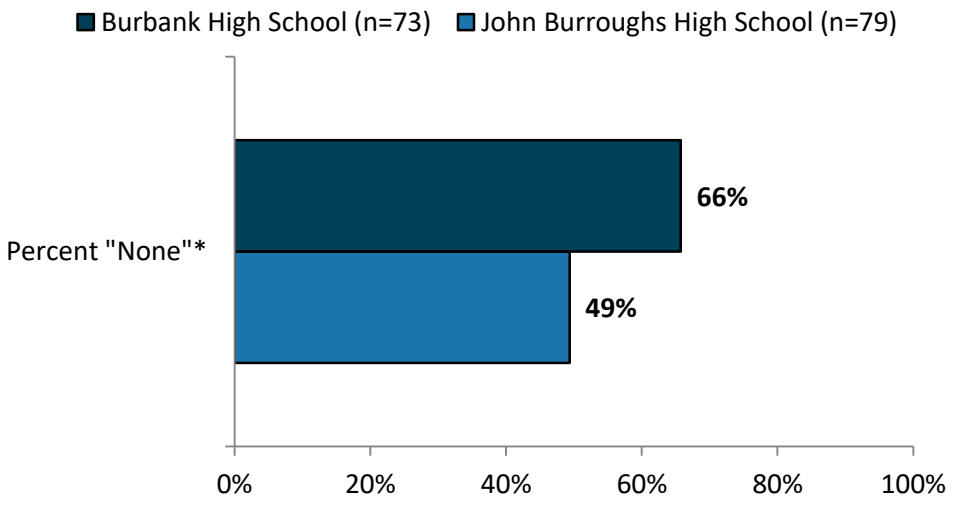
# Use of Services (Cont'd)

**In the past month, has a staff member referred you to any school-provided mental health services or programs?***
*By High School*




Note: Student respondents only.

**In the past month, how many students have you referred to the school-provided mental health services?**
*By High School*

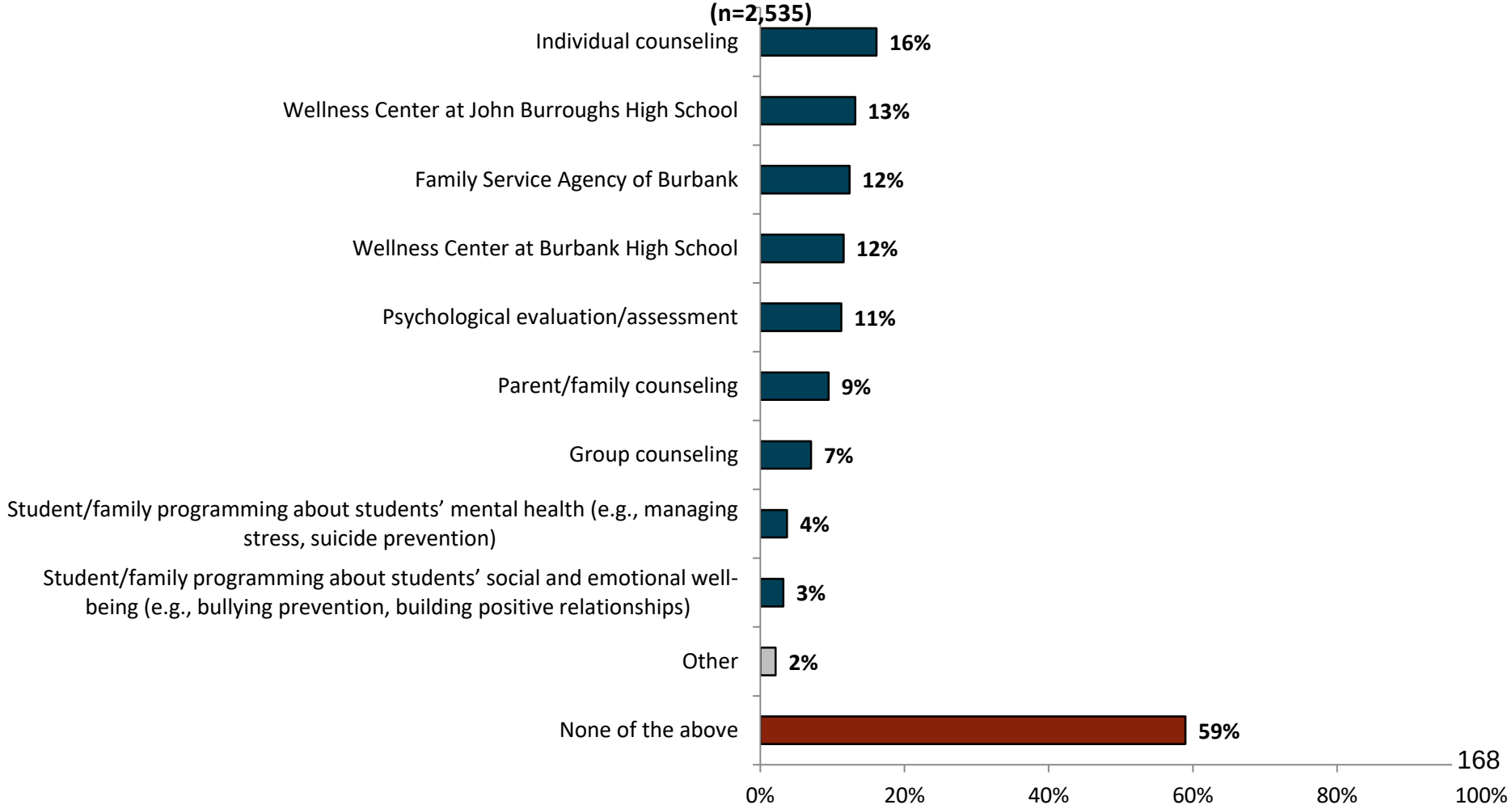



Note: Teacher and administrative staff respondents only. Monterey High School results not shown due to small sample size for staff (n=4).

167

# Use of Services (Cont'd)

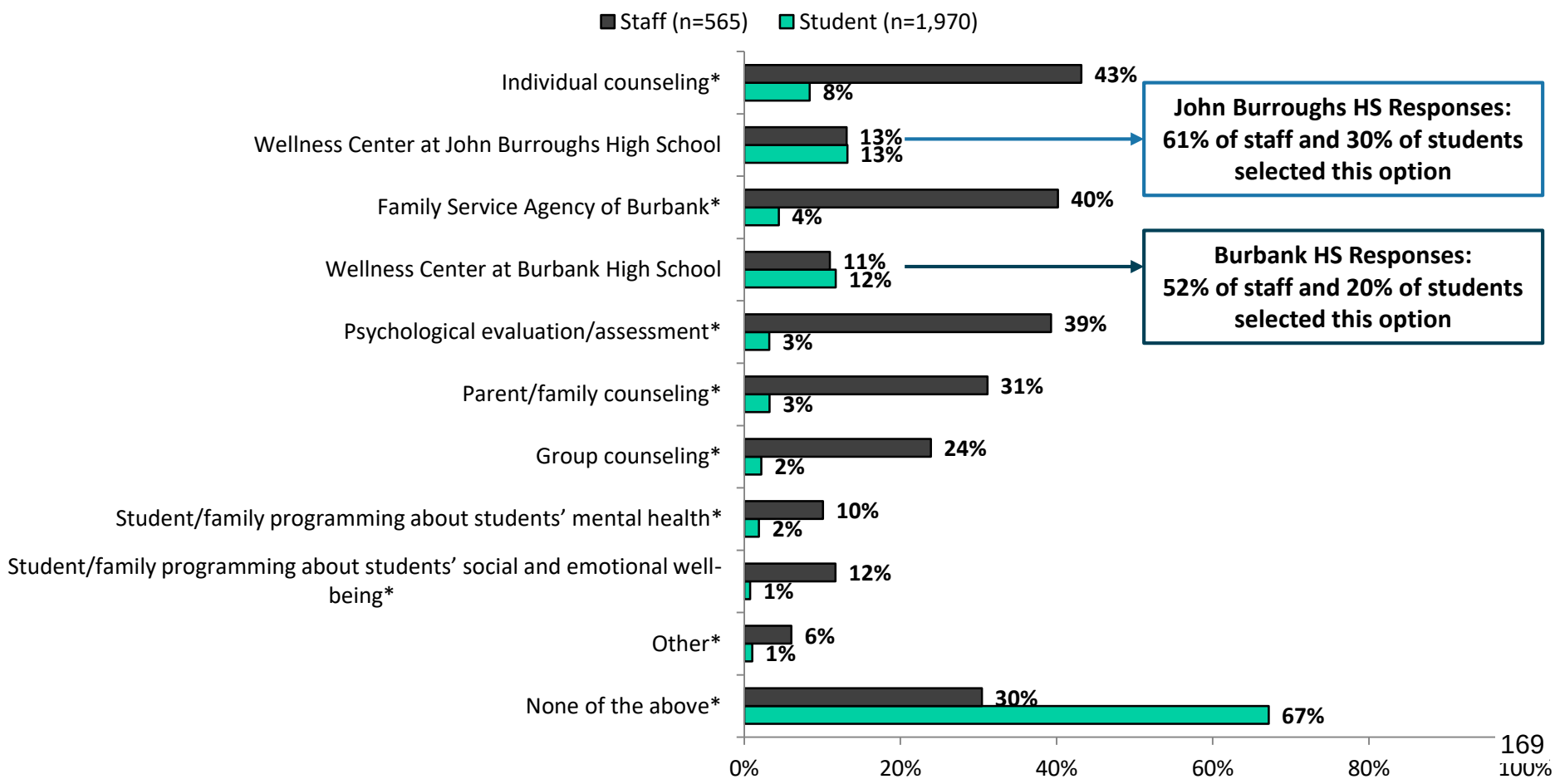
**Students: Have you used or attended any of the following school-provided services or programs?**
**Staff: Are you aware of or have you referred students to the following school-provided services or programs?**
**(n=2,535)**




Note: Student, teacher, and administrative staff respondents only. Responses total greater than 100 percent as respondents could select all that apply.

# Use of Services (Cont'd)

**Students: Have you used or attended any of the following school-provided services or programs?**
**Staff: Are you aware of or have you referred students to the following school-provided services or programs?**
*By Role*

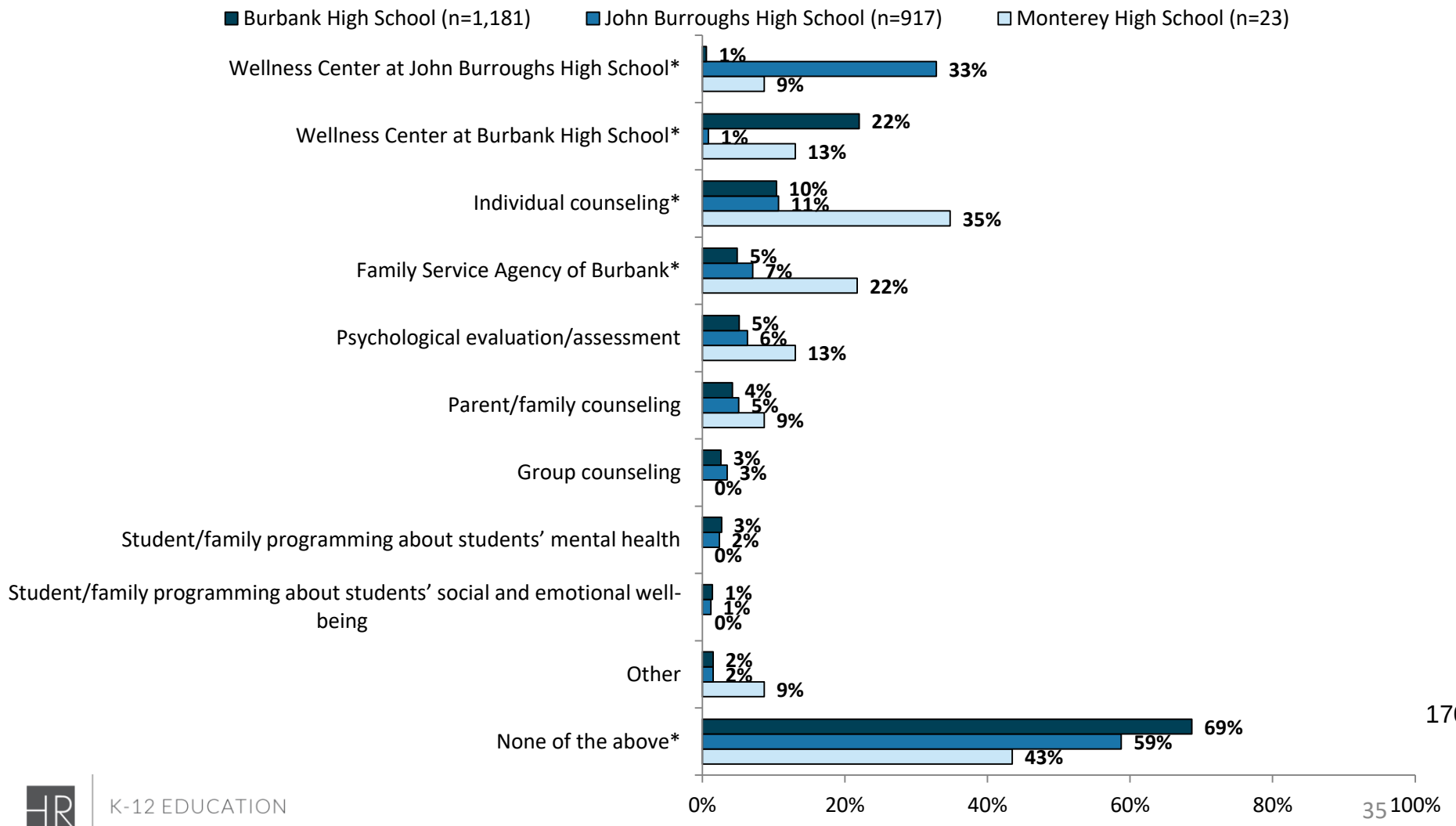





Note: Student, teacher, and administrative staff respondents only. Responses total greater than 100 percent as respondents could select all that apply.

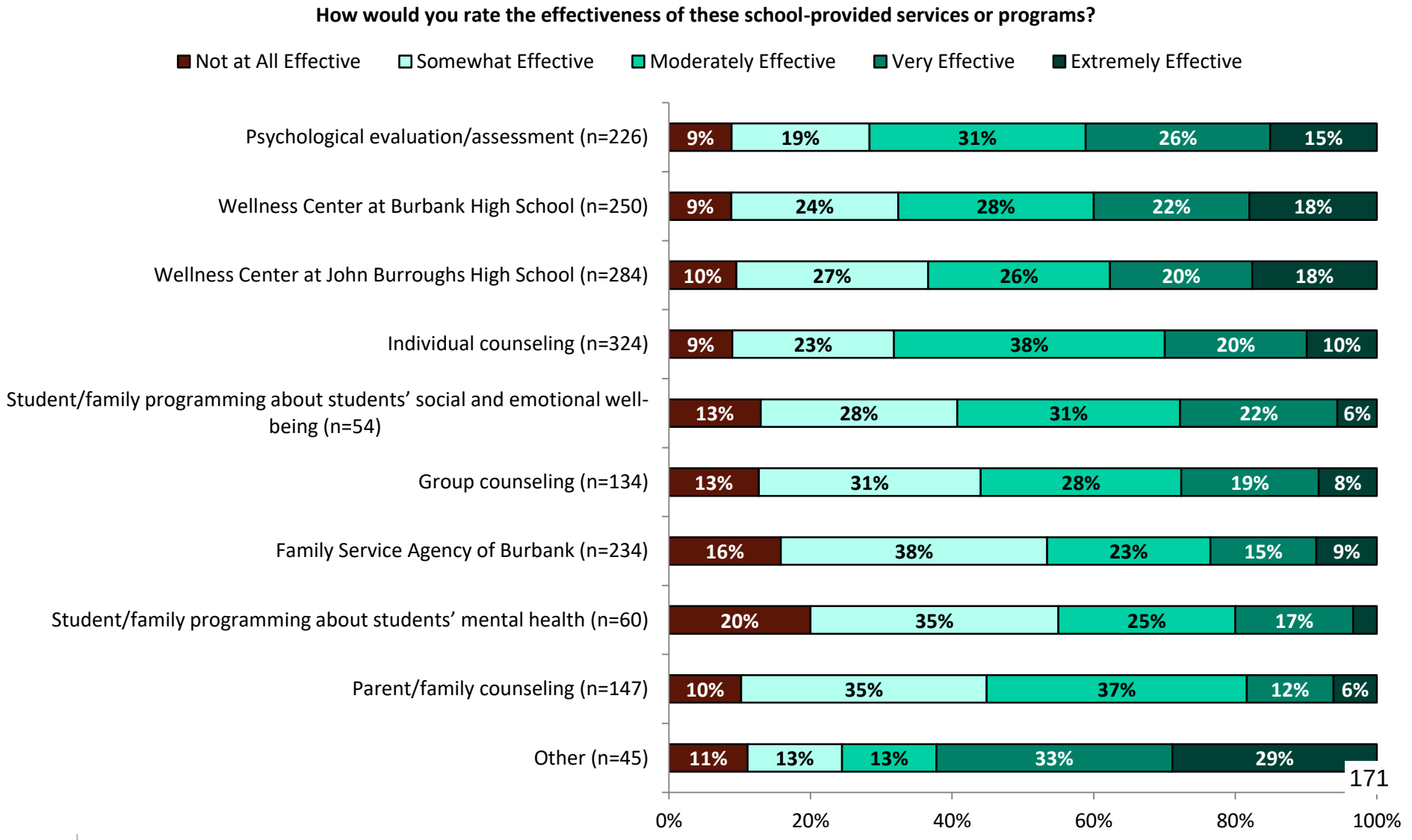
# Use of Services (Cont'd)

**Students: Have you used or attended any of the following school-provided services or programs?**
**Staff: Are you aware of or have you referred students to the following school-provided services or programs?**
*By High School*




Note: Student, teacher, and administrative staff respondents only. Responses total greater than 100 percent as respondents could select all that apply.

# Use of Services (Cont'd)





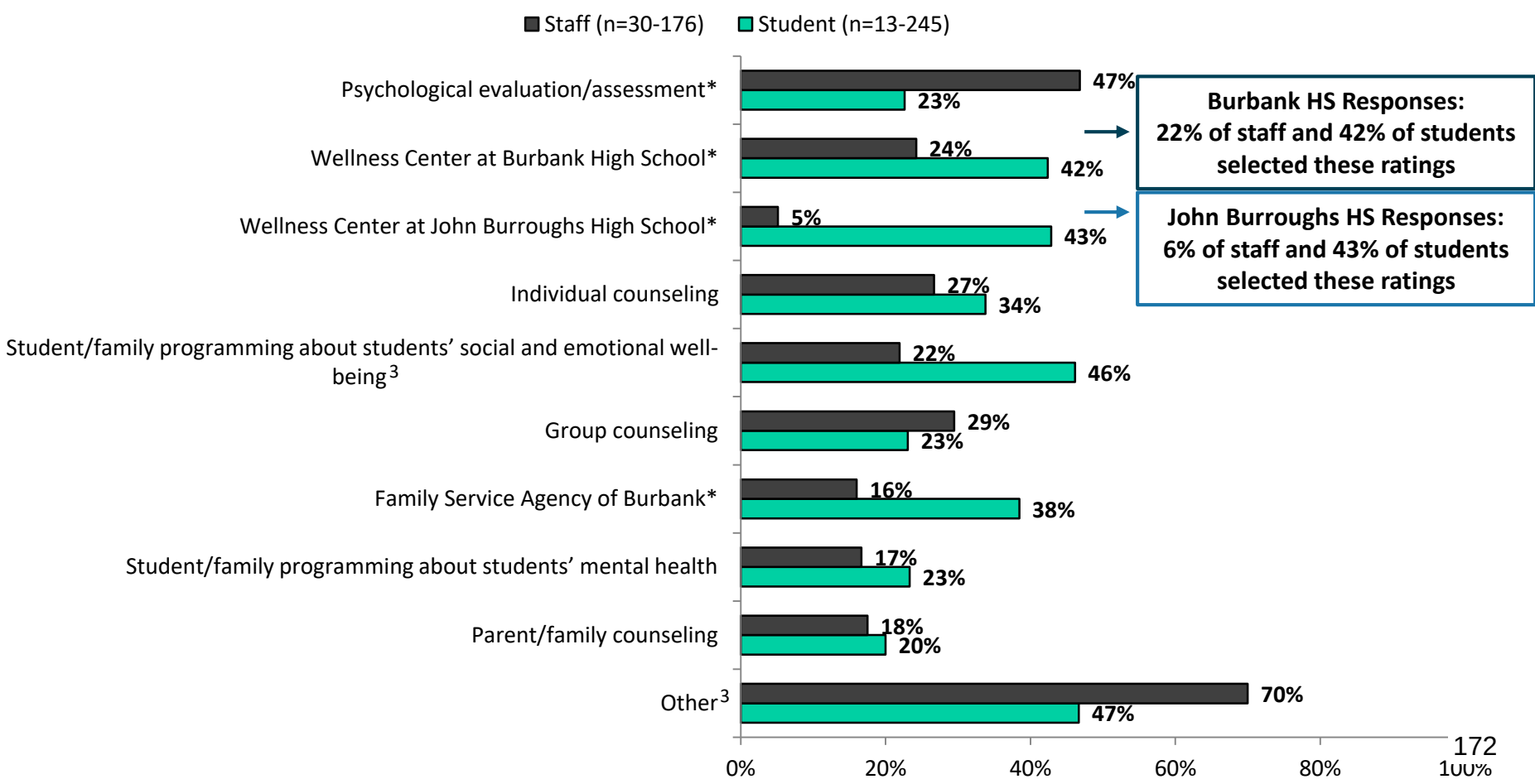

Note: Student, teacher, and administrative staff respondents only.
Respondents only rated the effectiveness of services and programs they indicated they are aware of/have referred students to or have used.

# Use of Services (Cont'd)

**How would you rate the effectiveness of these school-provided services or programs?**

*By Role*

*% "Very Effective" + % "Extremely Effective"*



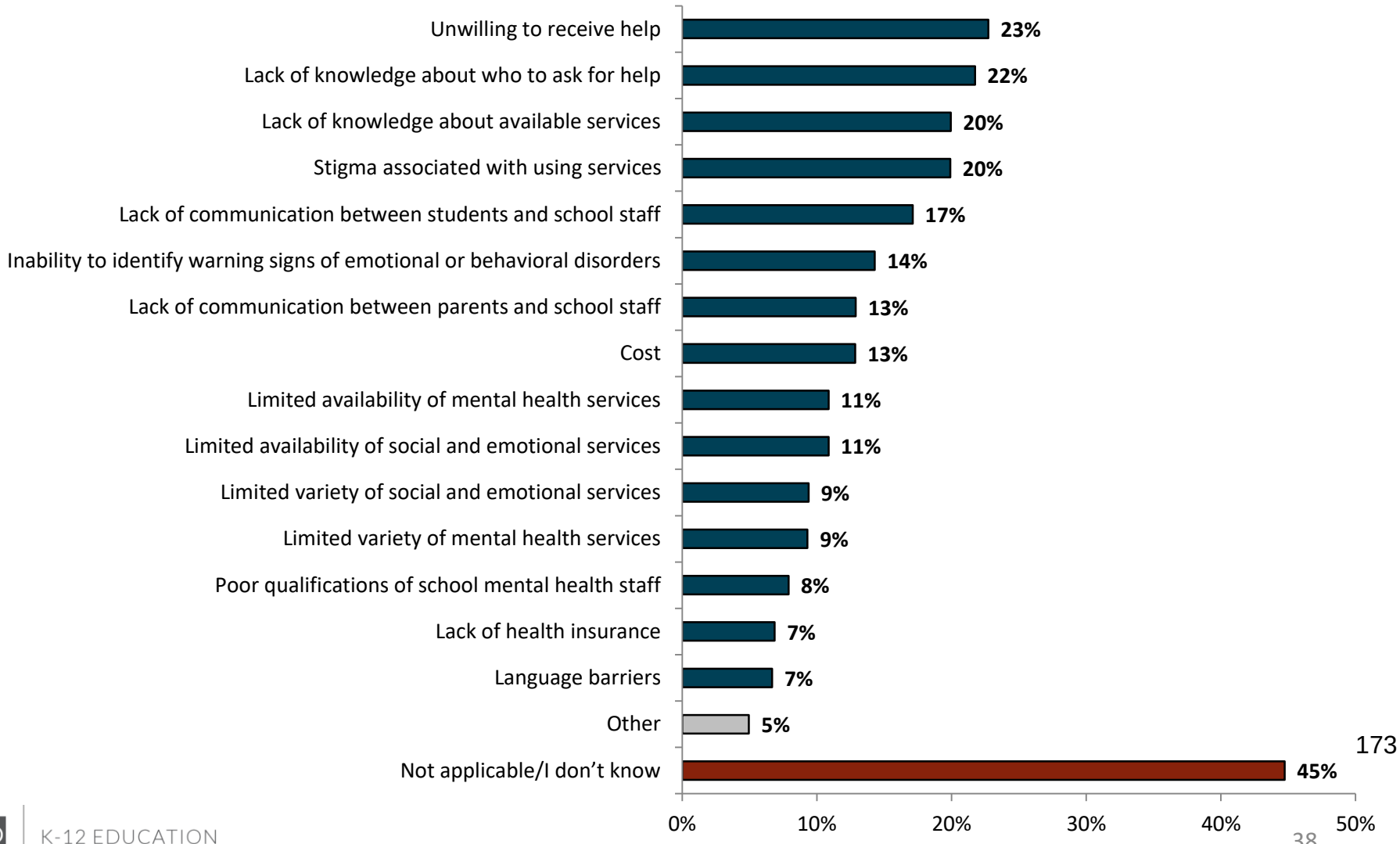

**Burbank HS Responses:**
**22% of staff and 42% of students selected these ratings**

**John Burroughs HS Responses:**
**6% of staff and 43% of students selected these ratings**

Note: Student, teacher, and administrative staff respondents only. Respondents only rated the effectiveness of services and programs they indicated they are aware of/have referred students to or have used. [3]Student sample size is small (n<20).

# Use of Services (Cont'd)

**Which of the following factors, if any, make it difficult for you or your students to access mental health or social-emotional support services? (n=2,622)**



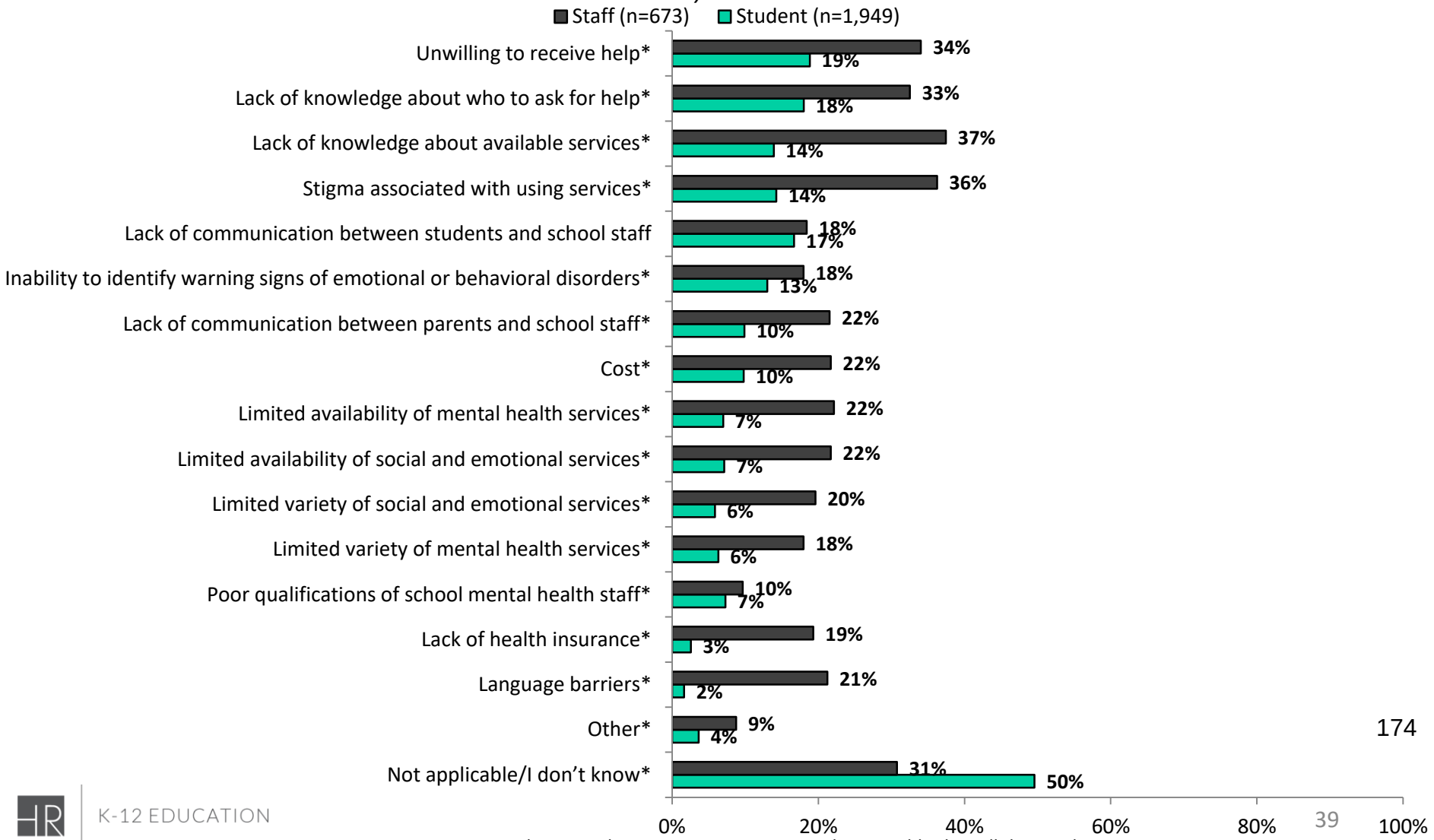

173

Note: Responses total greater than 100 percent as respondents could select all that apply.

# Use of Services (cont'd)

**Which of the following factors, if any, make it difficult for you (your students) to access mental health or social-emotional support services?**

*By Role*

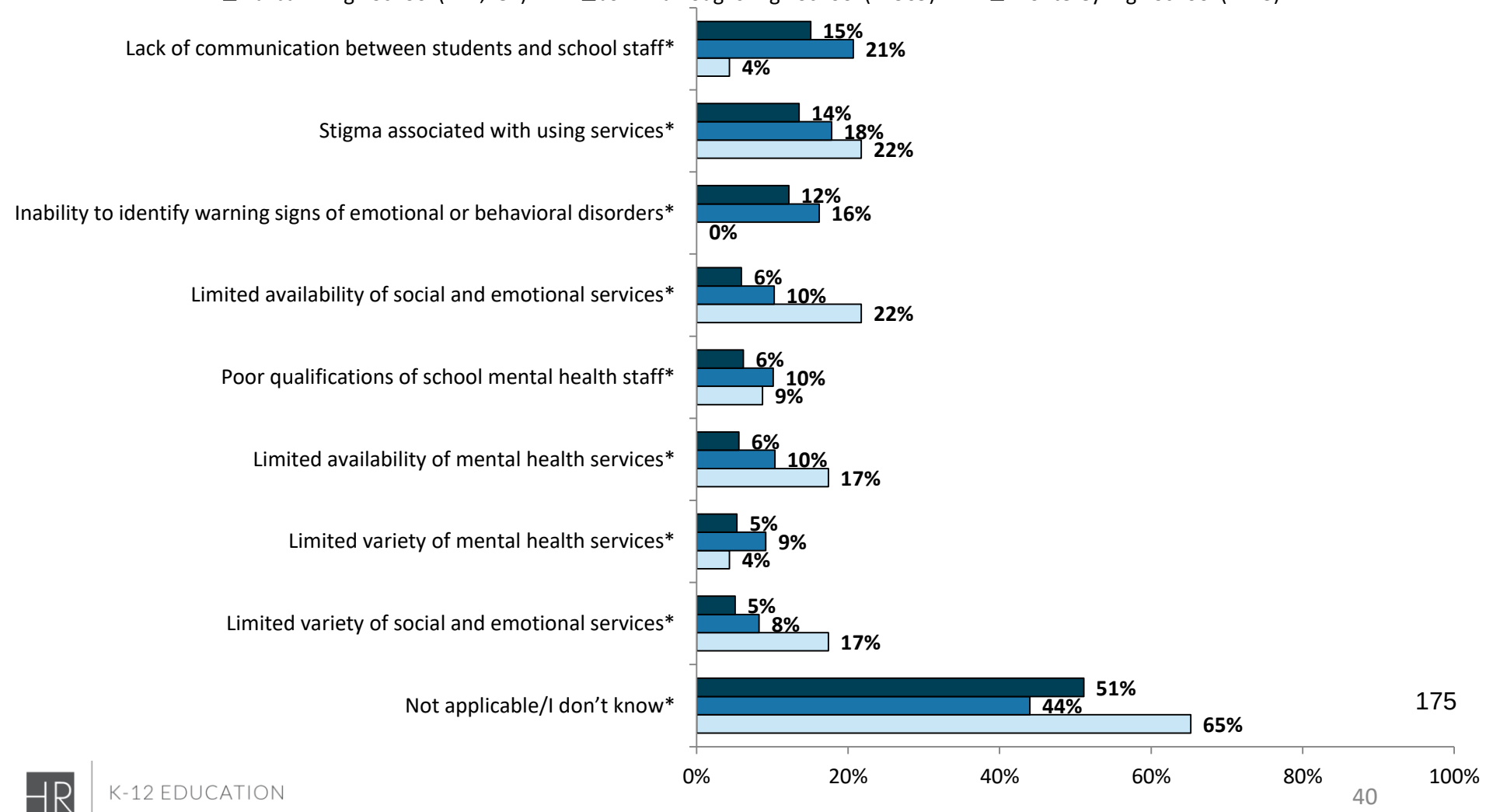



Note: Responses total greater than 100 percent as respondents could select all that apply.

# Use of Services (Cont'd)

**Which of the following factors, if any, make it difficult for you or your students to access mental health or social-emotional support services?**

*By High School*



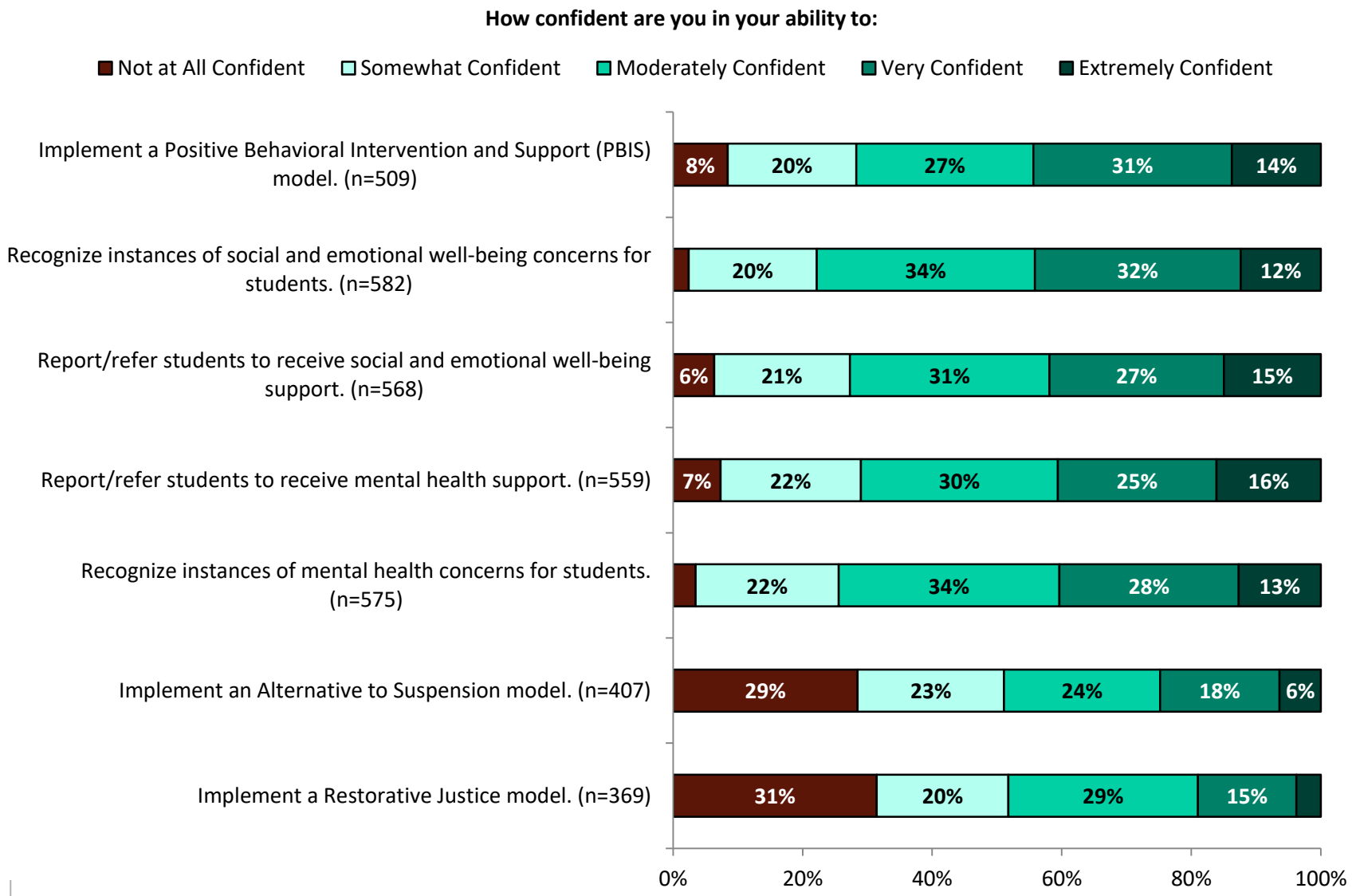

175



Note: Only statistically significant differences are show in this figure. Responses total greater than 100 percent as respondents could select all that apply.

# SECTION V:
# PROFESSIONAL SUPPORT

# Personal Support



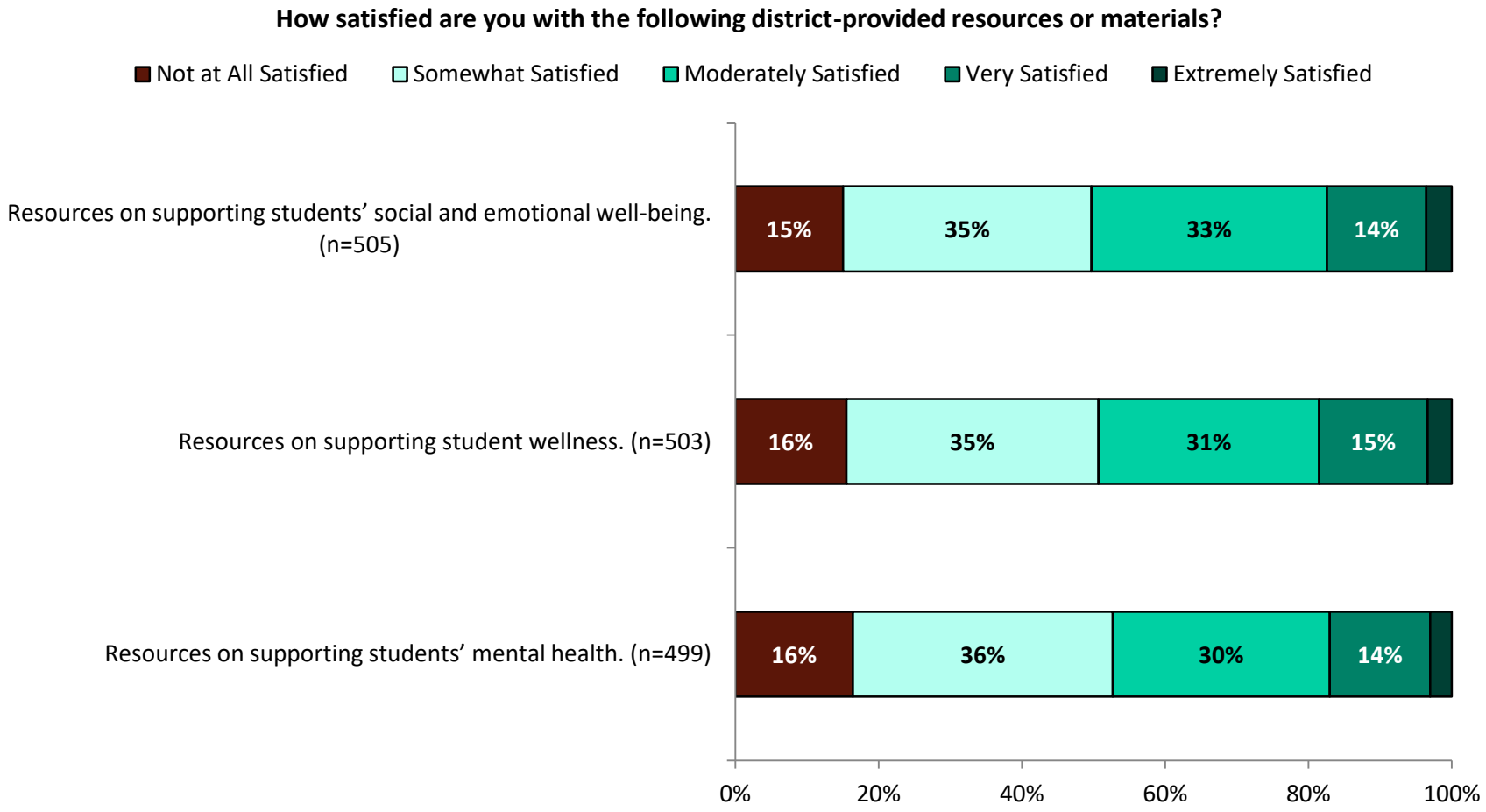

177

Note: Staff respondents only.

# SECTION VI:
# SATISFACTION WITH SOCIAL-EMOTIONAL RESOURCES

178

# Satisfaction with Social-Emotional Resources




179

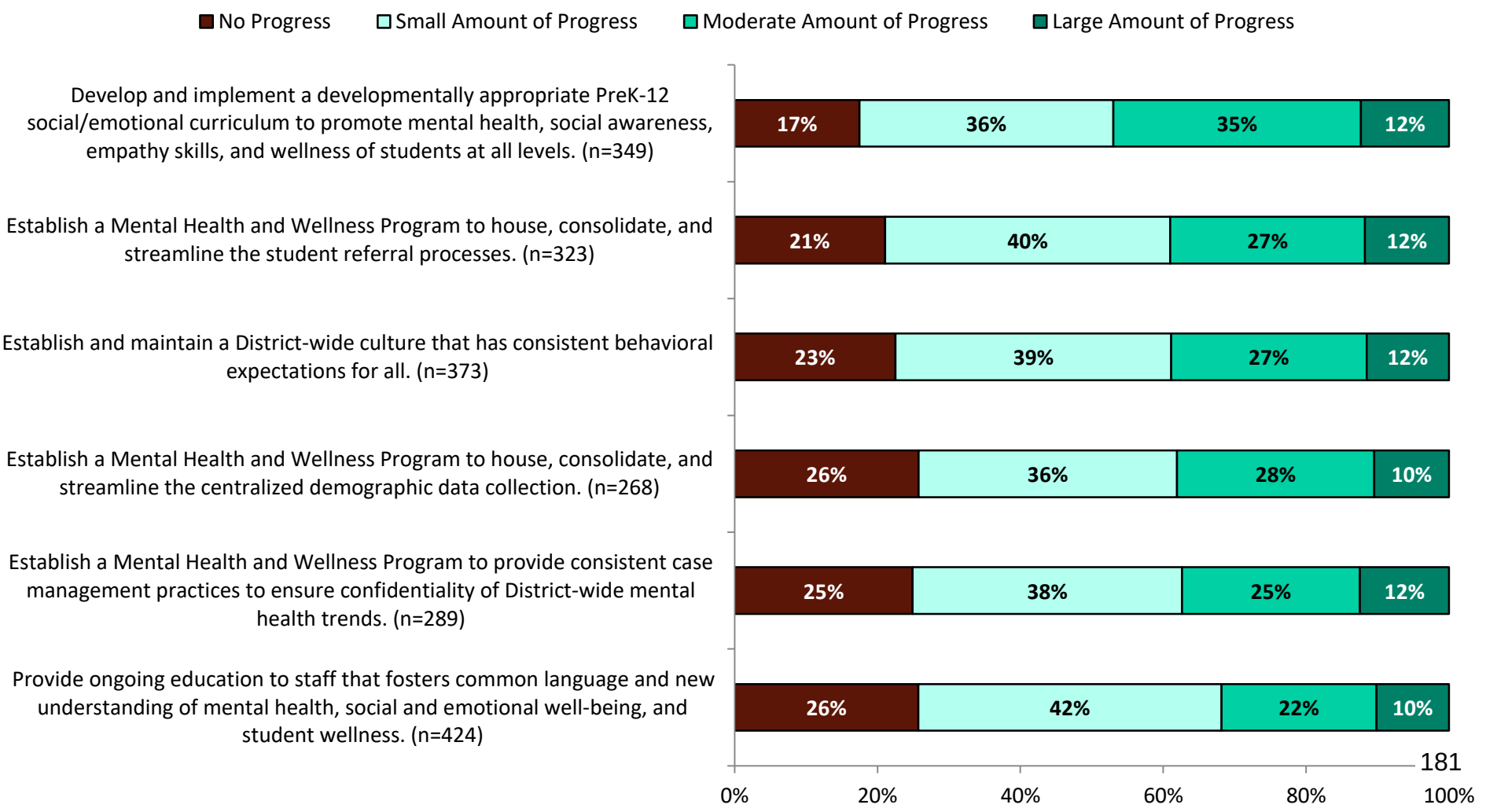
Note: Staff respondents only.

# SECTION VII:
# DISTRICT PROGRESS ON GOALS

180

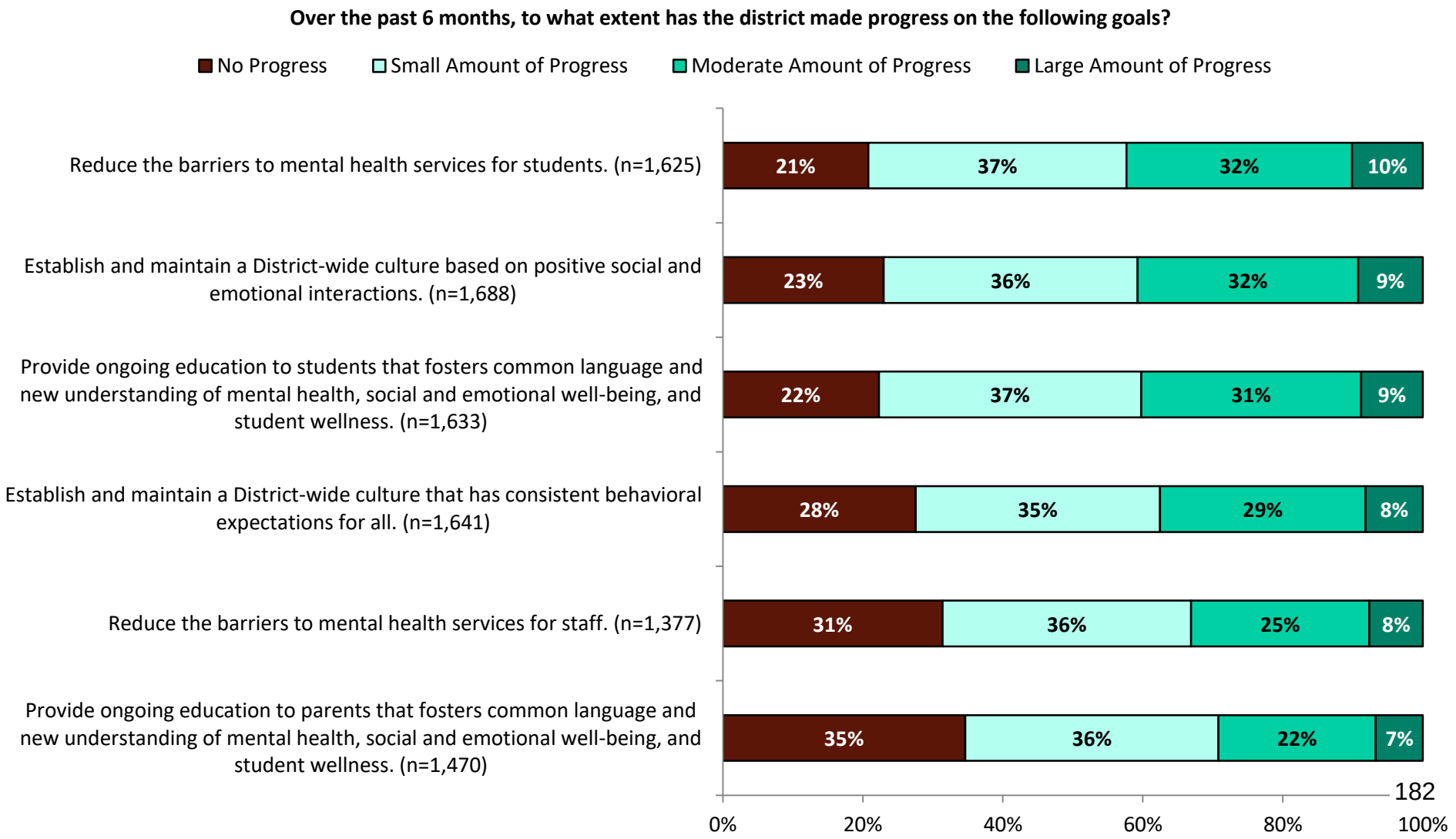
# District Progress on Goals

**Over the past 6 months, to what extent has the district made progress on the following goals?**




Note: Staff respondents only.

# District Progress on Goals (Cont'd)

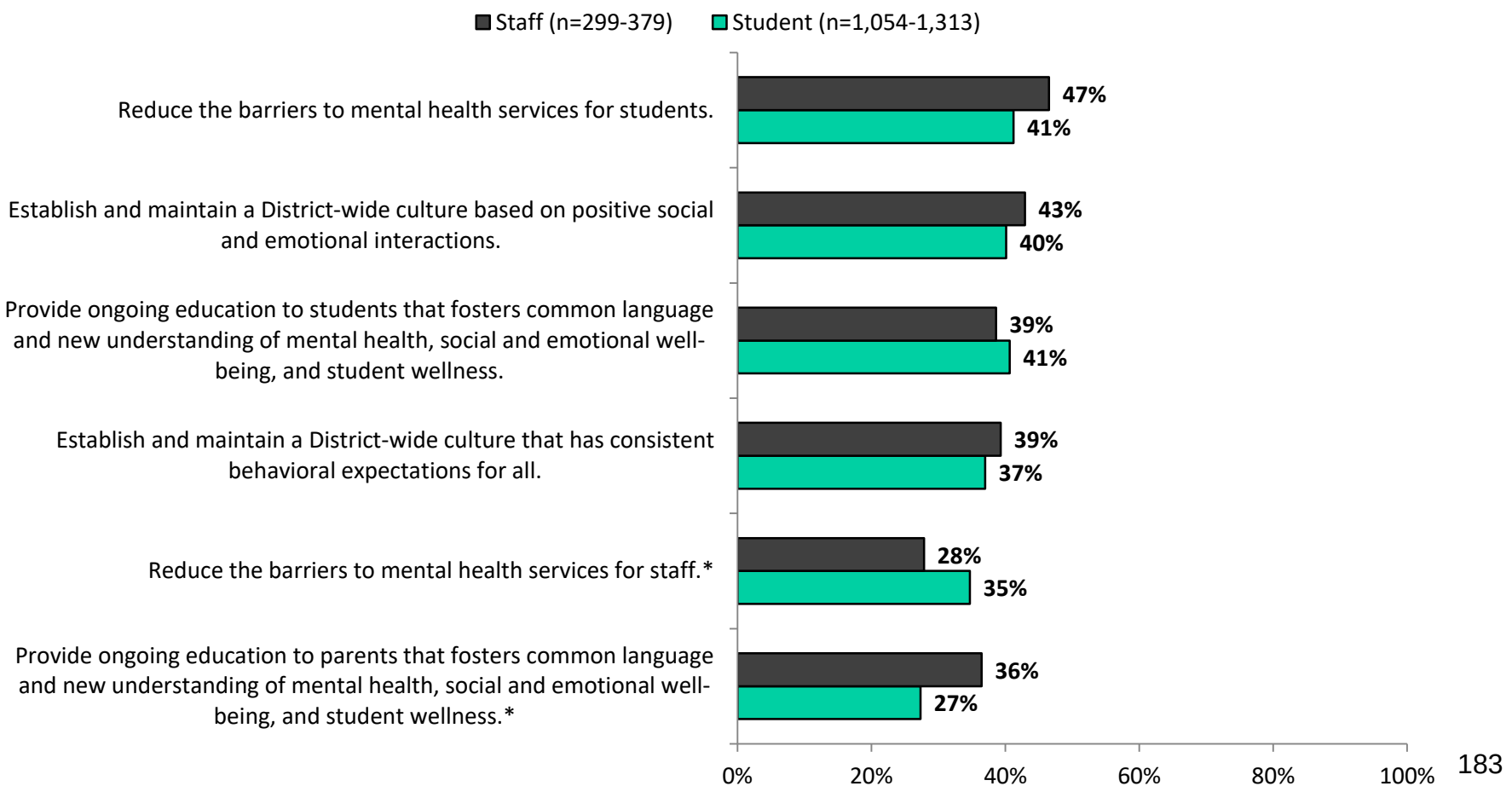


# District Progress on Goals (Cont'd)

**Over the past 6 months, to what extent has the district made progress on the following goals?**

*By Role*

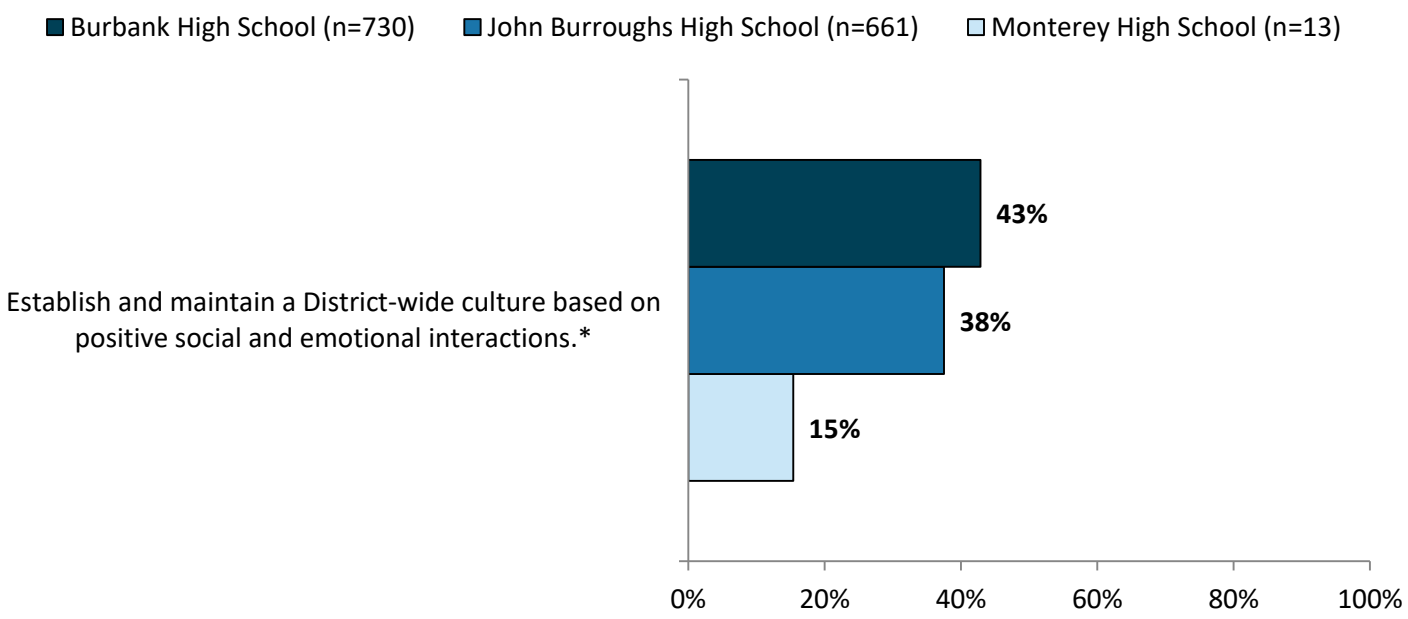
*% "Moderate Amount of Progress" + % "Large Amount of Progress"*




183

# District Progress on Goals (Cont'd)

**Over the past 6 months, to what extent has the district made progress on the following goals?**
*By High School*
*% "Moderate Amount of Progress" + % "Large Amount of Progress"*




Note: Only statistically significant differences are shown above. Conclusions drawn from a small sample size (n<20) should be interpreted with caution.

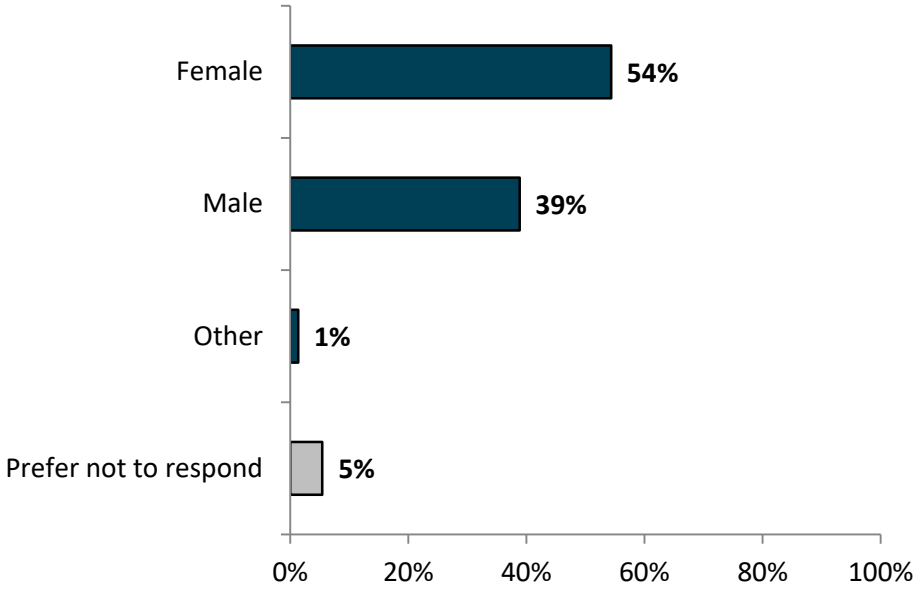
184

# SECTION VIII:
# DEMOGRAPHICS AND REFERRAL

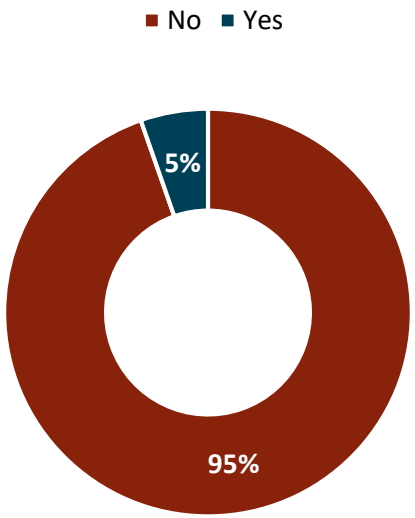
185

# Demographics and Referral

**What is your gender? (n=2,463)**




**Would you like to elect into receiving counseling services? (n=1,905)**




Note: Student respondents only.

186

# Demographics (Cont'd)

| School | # of Student Responses (N=2,023) | % of Student Responses | | # of Staff Responses (N=603) | % of Staff Responses |
|---|---|---|---|---|---|
| Bret Harte Elementary School | 0 | 0% | | 25 | 4% |
| Burbank Adult School | 0 | 0% | | 22 | 4% |
| Burbank High School | 1,124 | 56% | | 79 | 13% |
| Community Day School | 2 | 0% | | 4 | 1% |
| David Starr Jordan Middle School | 0 | 0% | | 25 | 4% |
| FACTS Program on the Campus of the Burbank Adult School | 0 | 0% | | 3 | 0% |
| George Washington Elementary | 0 | 0% | | 37 | 6% |
| Horace Mann Children's Center | 0 | 0% | | 10 | 2% |
| Horace Mann Children's Center | 0 | 0% | | 0 | 0% |
| Independent Learning Academy (ILA) | 2 | 0% | | 3 | 0% |
| Joaquin Miller Elementary School | 0 | 0% | | 18 | 3% |
| John Burroughs High School | 873 | 43% | | 92 | 15% |
| John Muir Middle School | 0 | 0% | | 48 | 8% |
| Luther Burbank Middle School | 0 | 0% | | 37 | 6% |
| Magnolia Park School | 0 | 0% | | 2 | 0% |
| Monterey High School | 21 | 1% | | 4 | 1% |
| Monterey High School Infant Center | 0 | 0% | | 1 | 0% |
| New Vistas | 1 | 0% | | 1 | 0% |
| Providencia Elementary School | 0 | 0% | | 20 | 3% |
| R. L. Stevenson Elementary School | 0 | 0% | | 35 | 6% |
| Ralph Emerson Elementary School | 0 | 0% | | 21 | 3% |
| Theodore Roosevelt Elementary School | 0 | 0% | | 34 | 6% |
| Thomas Edison Elementary School | 0 | 0% | | 20 | 3% |
| Thomas Jefferson Elementary School | 0 | 0% | | 36 | 6% |
| Walt Disney Elementary School | 0 | 0% | | 12 | 2% |
| William McKinley Elementary School | 0 | 0% | | 14 | 2% |

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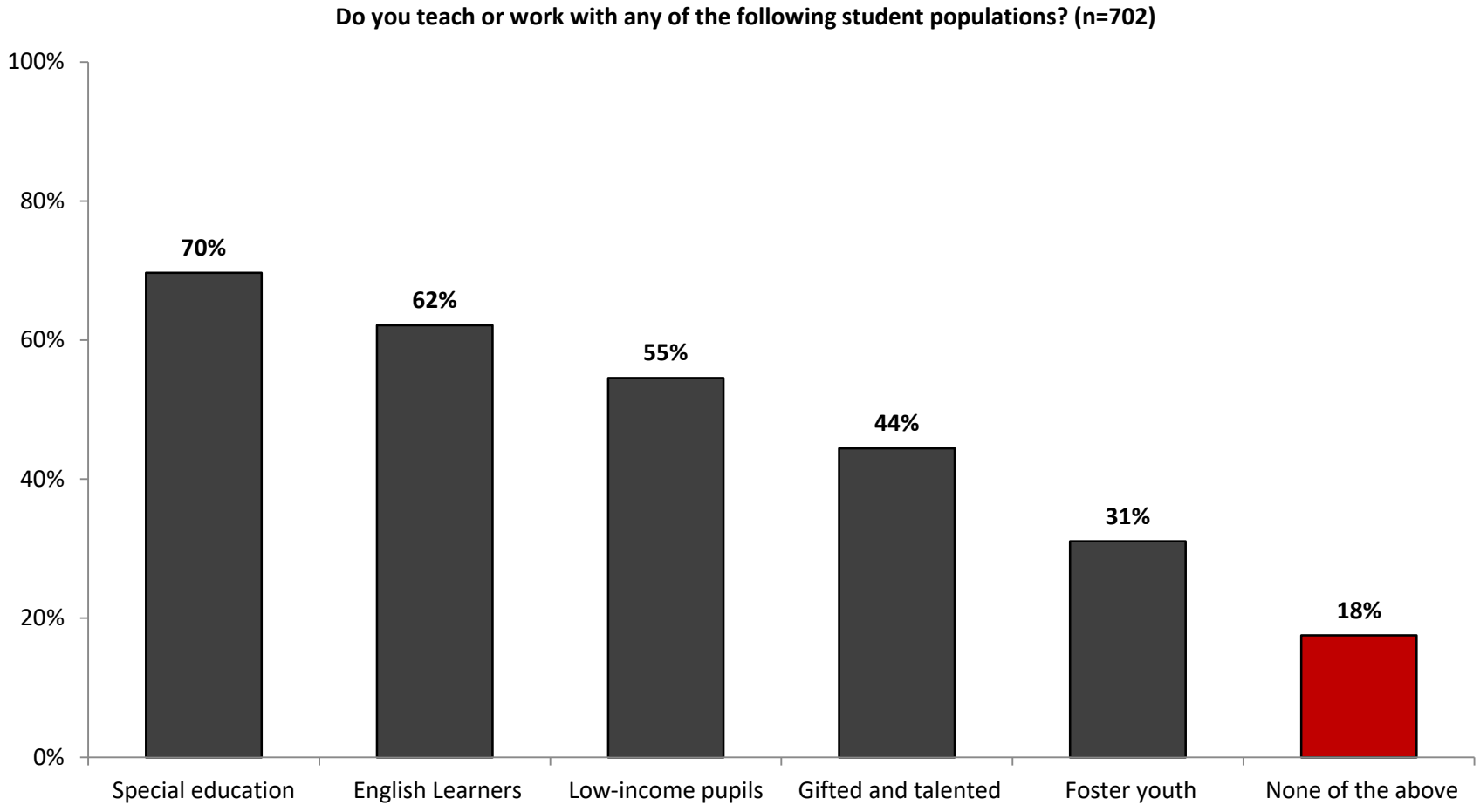
Note: Only students, teachers, certified support staff, school office staff, and other school/classified staff responded to this question.

# Demographics (Cont'd)




188

Note: Only staff responded to the above question. Responses total greater than 100 percent as respondents could select all that applied.

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**Burbank Unified School District**
**Technology Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Debbie Kukta, Assistant Superintendent, Administrative Services |
| PREPARED BY: | Roberto Jurado, Director of Information Technology and Education Support |
| SUBMITTED BY: | Lourdes Moya, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Adoption of Resolution 17 Adopting and Approving the Associate Membership Agreement Joining the Education Technology Joint Powers Authority |

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**Background:**
The Education Technology Joint Powers Authority (Ed Tech JPA) aims to streamline procurement, provide competitive pricing, and secure favorable technology contracts for educational agencies and other eligible entities. The Ed Tech JPA is supported by four founding school districts, including Capistrano Unified School District, Clovis Unified School District, Fullerton School District and Irvine Unified School District. These founding members of the Ed Tech JPA coordinate consortium purchases of high-quality products and services to benefit all of our current and potential member agencies.

**District Wide Goals for 2019-2020:**
8.2 Identify funding resources to implement an ongoing District-wide computer and infrastructure refresh plan

**Discussion/Issues:**
The EdTech JPA acts as a procurement vehicle for technology goods and allows EdTech JPA Members to leverage contracts established through the Request for Proposal (RFP) process, thus alleviating Members' administrative costs and overhead. Each EdTech JPA contract leveraged by the District must be Board approved and executed prior to any obligation to the District.

The District is proposing to join the EdTech JPA as an Associate Member.

**Fiscal Impact:**
There is no cost to join the EdTech JPA. Savings are anticipated due to the nature of consortium pricing.

**Recommendation:**
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 17 Adopting and Approving the Associate Membership Agreement Joining the Education Technology Joint Powers Authority, effective November 8, 2019, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

**BURBANK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 17**
**OF THE BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT ADOPTING AND APPROVING THE ASSOCIATE MEMBERSHIP AGREEMENT JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY**

**WHEREAS**, Burbank Unified School District ("District") has been considering methods to better address the procurement costs, data privacy protection, and pricing of its education software, and;

**WHEREAS**, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

**WHEREAS**, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

**WHEREAS**, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

**WHEREAS**, the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, and the Clovis Unified School District and have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

**WHEREAS**, the governing Board of Burbank Unified School District has considered the proposed Associate Member Agreement, a draft of which is attached hereto as ATTACHMENT 1, under which the District will become an associate member of Education Technology JPA; and

**WHEREAS**, the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through a JPA, is in the best interests of the District.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

**Section 1.** The Governing Board of Burbank Unified School District hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement and any agreements necessary or appropriate to participate in Ed Tech JPA programs.

**Section 2.** The Governing Board authorizes the Superintendent or designee to appoint District's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA.

ADOPTED, SIGNED AND APPROVED this 8th day of November, 2019

_____

President of the Governing Board for the Burbank Unified School District

I,_____, Clerk of the Governing Board of Burbank Unified School District, do hereby certify that the foregoing Resolution was adopted by the Board of Education of said District at a meeting of said Board held on the 8th day of November, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Clerk of the Governing Board of the Burbank Unified School District

**ED TECH JPA**
**ASSOCIATE MEMBER AGREEMENT**

This Associate Member Agreement is made as of 11/08/19 (the "Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and Burbank Unified School District ("Associate Member").

**RECITALS**

**WHEREAS,** Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS,** the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District and Fullerton School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally complaint and economically priced technology software agreements for procurement by its members; and

**WHEREAS,** Ed Tech JPA's Board issues requests for proposals, evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

**WHEREAS,** Ed Tech JPA negotiates with Vendors to establish the general terms for the purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other "Eligible Entities" who elect to join the Ed Tech JPA: and

**WHEREAS,** Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

**WHEREAS,** Burbank Unified School District is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself to the pricing, terms, and conditions leveraged by Ed Tech JPA; and

**WHEREAS,** a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

**WHEREAS,** if required, the Governing Board of Burbank Unified School District has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

**NOW,** therefore, for good and valuable consideration, the parties agree as follows.

**ARTICLE 1: DEFINITIONS**

"Associate Member" shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.

"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfilment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's authorized representative and, if required, approved by its governing Board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications contained in this Request for Proposals, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

**ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS**

**2.1 Associate Member Status.** The Burbank Unified School District [Entity Name] is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.

**2.2 Term.** Membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.

**2.3 Fees.** Ed Tech JPA may make reasonable charges for its services rendered to members as set forth below.

**2.3.1 Administrative Fee.** The Ed Tech JPA receives an administrative fee (the "Administrative Fee") for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

**2.3.2 Membership Fee.** Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, ("Membership Fee") to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member's withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.

**2.3.3 Audits.** Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.

**2.3.4 Product Research.** Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.

**2.3.5 Minimum Price.** Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with a Vendor under contract with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will not sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.

**2.4 Designated Representative.** Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the District's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the District's governing board, if required, to conduct due diligence in product selection,

and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the District's governing board, if required, to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party.

**2.5 Proprietary/Confidential Materials.** Associate Member acknowledges that Proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member shall not share Proposals and documentation that may contain proprietary and confidential information with third-parties without prior consent from the Vendor and/or Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and/or Ed Tech JPA so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

**2.6 Restrictions.** An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA.

**2.7 Withdrawal.** An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal,Associate Members shall not have access Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of the JPA.

**2.8 Independent Vendor Selection.** Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local, state and federal procurement rules prior to entering into Purchase Agreement.

**2.9 Compliance with Laws.** Ed Tech JPA's competitively bid Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member acknowledges that purchases made with federal funds may be subject to additional requirements. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that is solely responsible for (a) completing due diligence regarding the suitability of Vendor, including using price as a significant factor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its Board, if required, and executed the Purchase Agreement with the Vendor for the Product. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to execution of the Purchase Agreement.

**2.10 Liabilities.** The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**2.11 Release.** Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.

**2.12 Reservation of Rights.** Ed Tech JPA reserves the right to cancel the whole or any part of this contract due to failure by the Associate Member to carry out any obligation, term or condition of the contract, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.

**2.13 Indemnification.** Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Governing Board and its Board members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

**2.14 Amendments.** This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**2.15 Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

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

**2.17 Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

| **Associate Member**<br>Burbank Unified School District | **Education Technology JPA** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _Brianne Ford_____ |
| Title: _____ | Title: _President_____ |
| Date: _____ | Date: _____ |

20-41/4425452.2

**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: | November 7, 2019 |
| SUBJECT: | Approval of Amended Burbank Unified School District Gifted and Talented Education Program (GATE) Master Plan |

---

**Background:**

The Burbank Unified School District (BUSD) has maintained a program for Gifted and Talented students (GATE) with differing amounts of funding available over the years. In 2009 with the passage of Education Code 42605, LEAs were given temporary flexibility with some categorical programs (Tier III) in order to balance their budgets. GATE was one of the identified programs. AB 97 (Ch. 47, Statute of 2013) repealed the temporary code and instead redirected the funding for those categorical programs into the Local Control Funding Formula (LCFF) (Education Code 42238.01-42251). The result is that there no longer exists categorical funding for GATE and the requirements that were attached to the funding have also been eliminated. Therefore, each district is to determine if and how they will operate such a program. Burbank USD continues to operate the program, and developed a new BUSD Gifted and Talented Education Program Master Plan, which was approved by the Board of Education in February, 2018.

**District Wide Goals for 2019-2020:**

2.4 Implement the Gifted and Talented Education (GATE) Master Plan.

**Discussion and Issues:**

On August 2, 2018, the Board of Education approved a two-tiered hiring freeze for classified, certificated and management vacancies. The plan calls for addressing new vacancies according to a tiered priority list. Tier one positions are those that are legally or contractually required. Tier two represents all other vacancies not required by law or collective bargaining units. In late summer of 2019, the position of Curriculum Specialist opened at Joaquin Miller Elementary School. The GATE Coordinator at the time, Jennifer Almer, applied for and was selected for the position. This created a Tier two vacancy. The recommendation from Instructional Services and the Superintendent to the Board of Education was not to fill the position at this time.

Although it was the correct recommendation given the financial circumstances of the district, it has resulted in a tremendous impact on the GATE program and the GATE Master Plan. There were GATE Advisory Meetings to discuss how the Gate Coordinator's limited number of hours could be used to support the

program. A survey was provided to the parents of the program, so that they had the opportunity to weigh in on what the priorities should be for the 2019-2020 school-year.

Below is a graph of the chart that was presented to the parents at the last GATE Advisory meeting:

| TASK/EVENT | DATE | HOURS | Notes |
|---|---|---|---|
| GATE Advisory Council | 8/19/2019 | 2 | |
| GATE Advisory Council | 9/16/2019 | 2 | |
| GATE Advisory Council | 10/21/2019 | 2 | |
| GATE Parent Meeting and GAC | 11/18/2019 | 2 | Arranged for Guest Speaker |
| GATE Parent Meeting and GAC | 12/16/2019 | 2 | |
| GATE Parent Meeting and GAC | 1/27/2020 | 2 | |
| GATE Parent Meeting and GAC | 2/24/2020 | 2 | |
| GATE Parent Meeting and GAC | 3/16/2020 | 2 | |
| GATE Parent Meeting and GAC | 4/20/2020 | 2 | |
| GATE Parent Meeting and GAC | 5/18/2020 | 2 | |
| Identification Meeting | December 2019 | 2 | DATE TBD |
| Newly Identified Meeting | March 2020 | 2 | DATE TBD |
| Lunch Activities Planning and Set-Up | On going | 3 | To be carried out by Curriculum specialists<br>Site Coordinators |

| | | | |
|---|---|---|---|
| Testing Nomination Coordination, Data Analysis, Consultation | Ongoing | 3 | |
| **OTHER ACTIVITIES** | | | |
| Helping Teachers with curriculum and planning for gifted students | Ongoing | 0 | Excellent First Instruction<br><br>Curriculum Specialist<br><br>Site Admin |
| Socio-Emotional Talk for Gifted Students (Elementary/ Middle) | As Needed<br><br>All New GATE Students Spring | 0 | Curriculum Specialists<br><br>Site Coordinators |
| Website Management | Periodically | | Assistant Superintendent, Instructional Services |
| GATE Advisory Meeting logistics | Monthly | | Assistant Superintendent, Instructional Services |
| **TOTAL** | | **30** | |
| Other Tasks Included in Other Duties | | | |
| Professional Development for GATE | Ongoing | 10+ | |

Amendment(s):
In addition, this report contains some amendments to the plan. Below is a list of the recommended changes:

1. Remove Standard 1.10 and renumber the document.
2. Remove Standards 6.1. B, and 6.1.G and replace them with a new 6.1 B that is much broader.

| Item | Description<br><br>***The District Goal is to*:** | Achievement Marker | Responsibility | Timeline |
|---|---|---|---|---|
| 6.1.B: | to hold monthly GATE Advisory meetings for a variety of purposes, including: to disseminate | Meetings scheduled, information sent home to parents, and to staff, and meetings held; minutes | Assistant Superintendent Instructional Services | Ongoing |

| | | | | |
|---|---|---|---|---|
| | information, conduct business and provide parent education. | published on District web site (in GATE area) | | |

Revise the chart on Identification. The recommended chart is below:

**Test of Cognitive Abilities**

| CATEGORY | TOTAL SCORE |
|---|---|
| **An Intellectually Gifted Student with *NO*** Risk Factors | **At Least** 90% *Overall score on 2 or more sub-tests* ***-or-*** *90th percentile in one subtest and 87-90th percentile in another subtest **combined with** a composite score of 90th percentile or profile in the 8th stanine* |
| **An Intellectually Gifted Student With *One*** RISK FACTOR | **At Least** 88% *Overall score on 2 or more sub-tests* |
| **An Intellectually Gifted Student *with Two or more*** RISK FACTORS | **At Least** 86% *Overall score on 2 or more sub-tests* |
| **ALL Students** | *Students must score at least 75th percentile in the non-verbal section if their qualifying sections are verbal and quantitative* |

**Update on GATE Identification Data:**

| ALL STUDENTS | 2019-2020 | 2018-2019 | 2017-2018 | 2016-2017 |
|---|---|---|---|---|
| Total # of Students gr 4-12 | **10984** | 11273 | 12479 | 10418 |
| Total Qualified | **1790** | 1662 | 1552 | 1401 |
| % Qualified | **16.30%** | 14.74% | 12.43% | 13.44% |
| % Boys | **51.45%(921)** | 51.74%(860) | 50.45%(783) | 49.53%(694) |
| % Girls | **48.54%(869)** | 48.25%(802) | 49.54%(769) | 50.46%(707) |

| | | | | |
|---|---|---|---|---|
| # of ELs Qualified | **11** | 12 | 11 | 8 |
| % Qualified | **.61%** | 0.72% | 0.70% | 0.57% |
| Total ELs | **847** | 819 | 808 | 892 |
| % of Total Population | **7.71%** | 7.26% | 6.47% | 8.56% |
| | | | | |
| # of RFEP Qualified | **205** | 196 | 177 | 154 |
| % Qualified | **11.45%** | 11.79% | 11.40% | 10.99% |
| Total RFEP | **2230** | 2125 | 2505 | 2582 |
| % of Total Population | **20.30%** | 18.85% | 20.07% | 24.78% |
| | | | | |
| # of 504 Qualified | **92** | 66 | 56 | 38 |
| % Qualified | **5.13%** | 3.97% | 3.60% | 2.71% |
| Total 504 | **422** | 322 | 374 | 347 |
| % of Total Population | **3.84%** | 2.85% | 2.99% | 2.47% |
| **Elementary Schools** | **2019-2020** | **2018-2019** | **2017-2018** | **2016-2017** |
| Disney | | | | |
| Total Students | **147** | 162 | 135 | 125 |
| # Qualified | **26** | 29 | 13 | 7 |
| % Qualified | **17.68%** | 17.90% | 10% | 6% |
| % Change since 2016 | **+11.68** | | | |
| Edison | | | | |
| Total Students | **158** | 178 | 179 | 185 |
| # Qualified | **40** | 30 | 23 | 15 |
| % Qualified | **25.31%** | 16.85% | 13% | 8% |
| % Change since 2016 | **+17.31** | | | |

| | | | | |
|---|---|---|---|---|
| Emerson | | | | |
| Total Students | **194** | 199 | 204 | 212 |
| # Qualified | **40** | 25 | 24 | 38 |
| % Qualified | **14.40%** | 12.56% | 12% | 18% |
| % Change since 2016 | **-3.6** | | | |
| Harte | | | | |
| Total Students | **183** | 180 | 219 | 239 |
| # Qualified | **33** | 38 | 35 | 29 |
| % Qualified | **18.03%** | 21.10% | 15.98% | 12% |
| % Change since 2016 | **+6.03** | | | |
| Jefferson | | | | |
| Total Students | **248** | 256 | 251 | 259 |
| # Qualified | **46** | 42 | 52 | 57 |
| % Qualified | **18.55%** | 16.40% | 20% | 22% |
| % Change since 2016 | **-3.45** | | | |
| McKinley | | | | |
| Total Students | **159** | 157 | 138 | 128 |
| # Qualified | **25** | 18 | 16 | 10 |
| % Qualified | **15.72%** | 11.46% | 12% | 8% |
| % Change since 2016 | **+7.72** | | | |
| Miller | | | | |
| Total Students | **255** | 256 | 254 | 259 |
| # Qualified | **35** | 37 | 30 | 18 |
| % Qualified | **13.73%** | 14.45% | 12% | 7% |
| % Change since 2016 | **+6.73** | | | |
| Providencia | | | | |

| | | | | |
|---|---|---|---|---|
| Total Students | **128** | 144 | 135 | 129 |
| # Qualified | **16** | 15 | 13 | 3 |
| % Qualified | **12.50%** | 10.41% | 10% | 2% |
| % Change since 2016 | **+10.5** | | | |
| Roosevelt | | | | |
| Total Students | **221** | 224 | 206 | 223 |
| # Qualified | **41** | 32 | 42 | 53 |
| % Qualified | **18.55%** | 14.28% | 20% | 24% |
| % Change since 2016 | **-5.45** | | | |
| Stevenson | | | | |
| Total Students | **187** | 224 | 215 | 191 |
| # Qualified | **47** | 48 | 32 | 24 |
| % Qualified | **25.13%** | 21.42% | 15% | 13% |
| % Change since 2016 | **+12.13%** | | | |
| Washington | | | | |
| Total Students | **131** | 131 | 130 | 165 |
| # Qualified | **10** | 9 | 6 | 6 |
| % Qualified | **7.63%** | 6.87% | 5% | 4% |
| % Change since 2016 | **+3.63** | | | |
| **3rd Grade Only** | **2019-2020** | **2018-2019** | **2017-2018** | **2016-2017** |
| Disney | | | | |
| Total Students | **72** | 69 | 70 | 53 |
| # Qualified | **11** | 8 | 8 | 2 |
| % Qualified | **15.28%** | 11.59% | 11.40% | 3.77% |
| % Change since 2016 | **+11.51** | | | |
| Edison | | | | |

| | | | | |
|---|---|---|---|---|
| Total Students | **70** | 86 | 85 | 86 |
| # Qualified | **18** | 17 | 11 | 6 |
| % Qualified | **25.71%** | 19.76% | 12.94% | 6.97% |
| % Change since 2016 | **+18.74** | | | |
| Emerson | | | | |
| Total Students | **98** | 95 | 86 | 115 |
| # Qualified | **13** | 12 | 6 | 27 |
| % Qualified | **13.26%** | 12.63% | 6.97% | 23.47% |
| % Change since 2016 | **-10.21** | | | |
| Harte | | | | |
| Total Students | **98** | 80 | 101 | 114 |
| # Qualified | **18** | 11 | 16 | 11 |
| % Qualified | **18.36%** | 13.75% | 15.84% | 9.64% |
| % Change since 2016 | **+8.72** | | | |
| Jefferson | | | | |
| Total Students | **119** | 123 | 119 | 115 |
| # Qualified | **19** | 14 | 21 | 17 |
| % Qualified | **15.96%** | 11.38% | 17.64% | 14.78% |
| % Change since 2016 | **+1.18** | | | |
| McKinley | | | | |
| Total Students | **77** | 78 | 65 | 68 |
| # Qualified | **12** | 9 | 8 | 4 |
| % Qualified | **15.58%** | 11.53% | 12.30% | 5.88% |
| % Change since 2016 | **+9.7** | | | |
| Miller | | | | |
| Total Students | **124** | 123 | 116 | 115 |

| | | | | |
|---|---|---|---|---|
| # Qualified | **11** | 13 | 12 | 4 |
| % Qualified | **8.87%** | 10.56% | 10.34% | 3.47% |
| % Change since 2016 | **+5.4** | | | |
| Providencia | | | | |
| Total Students | **60** | 67 | 62 | 68 |
| # Qualified | **6** | 5 | 8 | 2 |
| % Qualified | **10%** | 7.46% | 12.90% | 2.94% |
| % Change since 2016 | **+7.06** | | | |
| Roosevelt | | | | |
| Total Students | **96** | 115 | 100 | 103 |
| # Qualified | **18** | 14 | 12 | 24 |
| % Qualified | **18.75%** | 12.17% | 12% | 23.30% |
| % Change since 2016 | **-4.55** | | | |
| Stevenson | | | | |
| Total Students | **95** | 103 | 118 | 88 |
| # Qualified | **20** | 22 | 14 | 11 |
| % Qualified | **21.05%** | 21.35% | 11.86% | 12.50% |
| % Change since 2016 | **+8.55** | | | |
| Washington | | | | |
| Total Students | **64** | 71 | 54 | 67 |
| # Qualified | **4** | 4 | 2 | 2 |
| % Qualified | **6.25%** | 5.63% | 3.70% | 2.98% |
| % Change since 2016 | **+3.27** | | | |

**Update on Professional Development Data:**

| GATE | |
|---|---|
| **Type of professional development** | **Number of Participants** |
| **GATE Collaborative-Lesson/Curriculum Design** | 20 (May 29 and June 1) |
| **BUSD GATE Conference** | 23 (October 20) |
| **New GATE Teacher Training** | 10 (August 23) |
| **Effective Questioning to Build Cognitive Rigor** | 12 (Nov 29)<br>And separate workshop for Washington (May 8) |
| **Building Resilience, Tenacity, and a Drive for Excellence in Gifted Students** | 20 (March 7) |
| **Gifted Adolescents** | 5 (Nov 8) |
| **Lunchtime and afterschool pop-up activities** | All elementary and middles schools |
| **Myths and Realities of Gifted Students** | Luther, Roosevelt, Counselors, and<br>Separate Workshops |
| **Understanding and Reversing Underachievement in the Gifted** | 12 (September 13) |

**Update on Parent Meeting and Education Data:**

| Parent Education and Outreach | Date | # of Participants |
|---|---|---|
| GATE Advisory Council | 1/17/2018 | 10 |
| Parent Talk | 2/5/2018 | 29 |
| Nathan Levy Parent Talk | 3/1/2018 | 25 |
| New Parent/GATE Advisory | 3/5/2018 | 166 |
| Highly Gifted Talk | 3/7/2018 | 29 |
| Parent Talk | 4/2/2018 | 12 |
| GATE Advisory Council | 5/7/2018 | 28 |

| | | |
|---|---|---|
| Program Goals and Events | 8/27/2018 | 164 |
| GATE Advisory Council | 8/19/2019 | 75 |
| GATE Advisory Council | 9/16/2019 | 25 |
| | | |
| **TOTAL TO DATE** | | **563** |
| **2016-17 Total** | | **577** |
| **2017-18 Total** | | **625** |
| **2019-2020 Total** | | **100 to date** |

**Fiscal Impact:**

The half time GATE Coordinator is funded out of the LCAP Base Grant in the amount of $62,654. Currently, the GATE Master Plan has an allocation of $10,000 for the purpose of providing District-wide pullouts, $20,000 to support the GATE testing, and $5,000 for professional development. If this amendment to the GATE Master Plan is approved, the allocation would be used to support the push in, site-based activities and a limited number of guest speakers for GATE parent education.

**Recommendation:**

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Amended Burbank Unified School District Gifted and Talented Education Program (GATE) Master Plan, as presented.




# Burbank Unified School District
# GATE PROGRAM MASTER PLAN

Matt Hill, Superintendent

Board of Education
Steve Ferguson, President
Dr. Roberta Reynolds, Vice President
Dr. Armond Aghakhanian, Clerk
Charlene Tabet, Member
Steve Frintner, Member

~~Revised 11-15-2018~~

Revised 11-7-2019

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# *Burbank Unified School District GATE Master Plan*

## INTRODUCTION

The plan for the district Gifted and Talented Education (GATE) program has written statements of vision, mission, goals, and standards appropriate to the needs and abilities of intellectually gifted learners. However, over the past few years, the District has found several areas of the GATE program that need to be addressed to ensure that the program adequately serves all students who qualify as intellectually gifted (for supporting data see Appendix C). This means that the District must actively develop standards, protocols, and guidelines for identification and serving students that are current and research based; consider the needs of traditionally underserved student populations; and provide a high quality differentiated instructional program and support services that meet the academic, intellectual, and social/emotional needs of GATE Students.

## VISION

To provide a comprehensive high quality program that meets the intellectual, academic, and social/emotional needs of all intellectually gifted students in the Burbank Unified School District.

## MISSION

It is the mission of the Burbank Unified School District's Gifted and Talented Education Program, in partnership with parents, community, and staff, to provide a high quality educational program for gifted students in order to develop their knowledge, skills, abilities, and values. The district's GATE program currently serves one category of gifted students: *intellectually gifted*—students with high potential in the areas of abstract thinking and reasoning ability as applied to school learning situations.

## RELATED LCAP AND DISTRICT-WIDE GOALS (2017/2018)

1. Improve student learning and achievement for targeted subgroups of students.
2. Improve student learning and achievement for all students.
3. Align all instruction and student learning to California State Standards.
5. Expand programs to prepare students for college, post-secondary education, training, and/or the workplace from pre-school through adult education.
6. Develop and implement a comprehensive professional development plan for all employees.
7. Create a positive school climate by maintaining a safe environment and developing a sense of belonging for all students and staff.

Special acknowledgement to the California Department of Education for use of the Gifted and Talented Education Resource Guide and the Davis Joint Unified School District Alternative Instructional Model (AIM) Master Plan from which the Burbank USD GATE Program Master Plan is adapted.

# Section 1: The Burbank Unified School District Program

**Standard (1.1):** The GATE Master Plan includes an intellectual component for gifted students with objectives that meet or exceed State academic standards.

**Rationale:** Intellectually Gifted students are often capable of work beyond the academic content standards for their grade level. To ensure their continuous progress and intellectual growth, the academic objectives must include the grade level standards and allow for advanced and more complex differentiated study.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker /Metrics** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 1.1.A: | train teachers to evaluate and modify the content standards for appropriate depth and complexity, and – when appropriate – for acceleration at GATE teacher articulation meetings. | Agendas from GATE Articulation Meetings will reflect discussion of modified content standards that will be used to create the curriculum guides. | Site GATE Coordinators;<br><br>District GATE Coordinator | Annually |
| 1.1.B: | implement the modifications of the content standards for the purposes listed in 1.1.A. | Classroom observations, lesson plans, trainings for administrators, curriculum guide | Classroom teacher<br>Site GATE Coordinator<br>Site Principal<br>District Site Coordinator | Ongoing |
| 1.1.C: | indicate participation in the GATE program on both elementary and middle school report cards. | GATE Program Identifier noted on elementary middle school report cards | Assistant Superintendent, Instructional Services; Director, Elementary Education; Director Secondary Education | Completed |
| 1.1.D: | create a curriculum guide for grades K-12 that includes effective instructional practices and socio-emotional supports for GATE students. Site GATE Coordinators, will receive training on the guide. | Distribution and training of curriculum to every site will signal the completion of this task. | District GATE Coordinator, Site GATE Coordinators, GATE Teachers, Principals | In progress – estimated Completion date June, 2018. Updates and additions will occur regularly. |

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|---|---|---|---|---|
| 1.1.E: | facilitate teacher collaboration and design of interdisciplinary units of instruction. | Curriculum writing dates calendared,<br>Units collated for Curriculum Guides | District Gate Coordinator<br>Subcommittee for Curriculum<br>Assistant Superintendent | Began fall of 2017,<br>Continue annually |
| 1.1.F: | encourage the implementation of interdisciplinary units in the GATE classrooms. | Units Developed by the Curriculum Writing Team for the Curriculum Guides, professional development on implementation provided, follow up with administrators and teachers on implementation. | District Gate Coordinator<br>Subcommittee for Curriculum<br>Assistant Superintendent | Continue curriculum writing 2017-2018 school year;<br>Implementation of units 2018-2019 school year |
| 1.1.G: | explore different models, including acceleration, of GATE program design and delivery. | Report on various models. | District Gate Coordinator<br>Subcommittee of Visiting Team<br>Assistant Superintendent | All of 2017-18 School year |

**Standard (1.2):** The District has processes in place that encourage participation in the District GATE program by underrepresented groups. Participation shall not be limited by problems of logistics, such as scheduling, attendance at a specific school site, or lack of translation services.

**Rationale:** Any school district program, to be fair, must ensure that eligible students are able to participate. All sites must provide access to services for GATE to all eligible students.

**Key Elements:** Testing and qualification for the GATE Program is addressed in Section 2 (IDENTIFICATION). That section discusses qualifying scores for students identified as *Intellectually Gifted* -- students with high potential in the areas of abstract thinking and reasoning ability as applied to school learning situations.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker / Metrics** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 1.2.A: | implement a GATE identification process that will more equitably identify students from underserved groups. | Noted in reports made to GAC and Board of Education: positive change in the number and proportion of identified English Learner, Lower SES, Special Education, Hispanic, and Foster Youth students identified for participation in | District GATE Coordinator | Complete<br><br>Approved June, 2016 |

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|---|---|---|---|---|
| | | the GATE program for the next school year | | |
| 1.2.B: | work towards a proportional representation in the GATE program of the District's demographics. Special "*Search and Serve*" efforts are placed on the analysis of student records such as test scores, to locate at-risk students and students new to the district to be screened for placement in the GATE Program. Students demonstrating evidence of giftedness are not excluded from testing or placement in the program based on specific factors such as: socioeconomic, ELD, or special education status. | Site and District staff will actively seek out traditionally underrepresented students to nominate for assessment and participation in the GATE program | District GATE Coordinator; Site GATE Coordinators; Site Teachers and Support Staff | Begin 2017, Annually |
| 1.2.C: | implement sound methods to increase students' success in the GATE program, given the known achievement gap of underrepresented students in the nation, in California, and in Burbank. | Information provided to administrators and teachers on promoting under-served students' success in the program. Annual professional development offerings | | |
| 1.2.D: | Provide high school students with the opportunity to be assessed for GATE and receive social/emotional supports, including understanding giftedness as it relates to academic planning and personal growth. | Memo to staff regarding the referral process; list of referrals; and, report of results, including number of students qualified. | | |

**Standard (1.3):** There will be an active and involved Advisory Committee (comprised of parents and staff) that will have detailed knowledge and awareness of all aspects of the GATE program, and have the ability to make recommendations about the program to the Board of Education, District staff and the GATE community.

**Rationale:** It is vital to have a dedicated committee which can devote concentrated time to the issues and problems of the GATE program and its students. This committee will be able to pool ideas and expertise to strengthen the program, provide sources for materials and collectively find solutions to any problems that surface. Including parents/guardians and community members gives a broader perspective and additional support to decisions and necessary actions.

**Key Elements:**

1. Parents / guardians are invited to attend the GATE Advisory Committee meetings.

2. The district's GATE Advisory Committee meets monthly from September to May. Each school site is expected to send at least one parent/guardian and one staff member to represent the school site. All parents/guardians, teachers and school site staff are welcome to attend meetings. All attendees have an equal voice.

3. The GATE Parent and Staff Advisory Committee may occasionally form a subcommittee to investigate specific topics such as identification, placement of GATE students, program writing and differentiation in the regular classroom.

4. It is the responsibility of the Site GATE Coordinator to ensure he/she has reviewed the agenda and minutes of each GATE Advisory Committee meeting, and has an active awareness of what topics and issues were covered at the meeting.

5. It is the responsibility of the District GATE Coordinator to ensure that the minutes and agenda of each meeting are posted on the District's website and sent out to all administrators and site GATE coordinators.

6. Once site GATE Coordinators receive these minutes, it is their responsibility to disseminate this information to the parents of their GATE students, as well as the GATE teachers at their school sites, and the administrators and counselors at their school site.

7. It is the responsibility of the District Coordinator to develop the agendas for the GATE Advisory Committee.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 1.3.A: | create site based User Groups for parents and GATE teaching staff –in order to distribute GATE Advisory Council Meeting agenda and minutes. | All elementary and middle school user groups created | Site GATE Coordinators | New groups will be established every fall. |

| | | | | |
|---|---|---|---|---|
| 1.3.B: | hold monthly GATE Advisory Council (GAC) Meetings. | Agenda and minutes posted on website within one week of meeting | District GATE Coordinator | One week subsequent to each GAC meeting |
| 1.3.C: | select a site-based parent representative, who will serve as a liaison to the GATEAC. | Parent representative selected and name sent to District GATE Coordinator | Site GATE Coordinators | October, each year (one week prior to second monthly GAC meeting |

**Standard (1.4):** The GATE program will provide classroom groupings, determined by the site administrator, and structures appropriate for gifted education and available to all intellectually gifted learners.

**Rationale:** Services to gifted students can be provided in a variety of settings, but some are more effective than others. The most effective provide differentiation, flexible grouping, continuous progress, intellectual peer interaction, and continuity.

**Key Elements:**

1. The BUSD GATE Program is designed with a variety of options, including: cluster grouping for *intellectually gifted* students in grades 4-5 and self-contained classes for *intellectually gifted* students in grades 4-8.

2. Cluster grouping should occur in regular classrooms for students who are *intellectually gifted.* It is the expectation of the District to provide differentiated instruction, including cluster grouping and flexible grouping, as needed, for GATE identified students in each school. Clusters should be strategically formed taking into account both the student's academic and social/emotional needs.

3. Concurrent enrollment may occur in accelerated classes among elementary/middle school, middle school/high school, and high school/college.

4. Early college entrance may be an option for some gifted students.

5. Dual enrollment in District schools may be an option for some gifted students.

6. Support and training of K-3 teachers to differentiate instruction for potentially intellectually gifted primary students and to utilize cluster and flexible grouping and cross-age mentoring will be provided.

7. Professional development on the characteristics and needs of gifted students and in techniques for differentiating curriculum will be provided.

**Standard (1.5):** The GATE program is articulated with the general education programs, is comprehensive, structured and sequenced between and across grade levels.

**Rationale:** The District has the responsibility to educate all students and to facilitate their mastery of the state content standards at the highest level of their ability.

The GATE program provides appropriate educational experiences that provide for continuous intellectual and academic growth.

The configuration of the self-contained program (in middle school) and the cluster grouping of students (in elementary school) facilitates GATE teacher collaboration.

**Key Elements:**

1. GATE students needing above-grade level math may be served in the regular classroom or move one or more grade levels ahead. This may result in concurrent enrollment at a different school site or placement within a leveled group at their elementary school site.

2. In all other academic subject areas, elementary students needing acceleration will be served by differentiation, including increased depth and complexity.

3. Intellectually Gifted students may be advanced beyond the level of the curriculum for their age group. Providing continuity of learning experiences within the GATE program and with the general education program from grade-to-grade from elementary through high school ensures appropriate learning experiences and educational progress for GATE students. It also prevents using their time to relearn previously mastered concepts and skills.

**Standard (1.6):** There is access to the GATE program for Twice Exceptional Students.

**Rationale:** Twice-exceptional students have characteristics that are often misunderstood or misinterpreted. While they may be capable of high levels of abstract and critical thinking, an underlying disability can mask their giftedness making it difficult to identify and serve. The disability may come in many forms: learning disabilities, such as problems with attention, judgment, or social-emotional regulation; physical restriction; or perceptual deficits, including deafness or visual impairment. *from CAG White Papers*

**Key Elements:**

1. The District will train parents, educators, administrators and counselors in, the characteristics of and appropriate interventions for giftedness and disabilities both at home and school.

2. Class schedules that allow these students to be placed in supportive, healthy environments with teachers who will attend to all of the student's special needs will be developed.

3. Assistive technologies that allow the students to express their ideas will be utilized.

4. Collaboration and coordination between the District and Site GATE Coordinators, resource specialists and other case workers; including counselors, occupational therapists, and special education staff will occur to be sure that the student's giftedness is supported.

5. Articulation between elementary and middle schools, and middle and high schools will include discussions about each twice exceptional student to ensure smooth transition and the continuance of strategies that work.

6. Regional expertise will be provided by experts in the field when a school has little experience with the twice-exceptional student.

7. The District will support further research to determine how to most effectively support students who are underperforming, but have no obvious discrepancies that identify them as special education students, based on current assessments.

8. Special needs of GATE identified English Learners will also be taken into consideration and addressed in scheduling and planning.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 1.6.A: | host a regional expert on Twice Exceptional Students to discuss the needs of students with Administrators and with parents at the GAC meeting at least once every other year. | Meeting held ; Surveys Completed | District GATE Program Coordinator | End of First Semester, every other year |
| 1.6.B: | conduct articulation meetings between elementary / MS GATE Teachers; and MS GATE Teachers and HS Honors Teachers. | Meeting held; Surveys Completed | District GATE Program Coordinator | Annually |
| 1.6.C: | research best practices on how to effectively support underperforming GATE students. | Report prepared; shared with GAC and Board of Education as part of EOY GATE Report | Assistant Supt., Instruction District GATE Program Coordinator | Report to stakeholders & sites by June, 2018 |

**Standard (1.7):** A District GATE Coordinator is designated and responsible for advising and coordinating all aspects of the program.

**Rationale:** Research has found that a Coordinator must be designated to ensure that the district GATE program plan is implemented and that the agreed upon services are delivered. Research further shows that in districts in which the total time of at least one person is devoted to gifted education, far more students are adequately served.

Intellectually Gifted students have more than just atypical academic needs. Intensity, perfectionism, and feelings of difference need to be explored with counselors; and when necessary, addressed with consultants.

**Key Elements:**

1. The District GATE Coordinator plans the overall structure of the district's gifted program in consultation with the GATE Advisory Committee, District Staff, and School Site Administrators. Implemented actions shall be conducted and assessed as to their effectiveness.

2. The District GATE Coordinator is responsible for overseeing the assessment of students referred to for identification. He/she ensures that school sites establish and maintain profiles of identified students. The District GATE Coordinator is responsible for maintaining a database of all identified gifted students.

3. The District GATE Coordinator oversees the completion of all administrative paperwork inherent in the program, such as evaluating data, sending information to parents, and completing funding proposals under the supervision of the Superintendent, or designee.

4. The District GATE Coordinator arranges articulation meetings of GATE teachers at least once a year.

5. The District GATE Coordinator conducts parent meetings in gifted education to disseminate information about the district program and to address issues of concern to parents of gifted students. The District GATE Coordinator also encourages parents' active participation in the district program and communicates with parents by phone and e-mail.

6. The District GATE Coordinator serves on district committees with general education responsibilities to provide support for intellectually gifted learners.

7. The District GATE Coordinator may attend and/or participate in IEP, 504 Plan, and Student Study Team (SST) meetings for identified "*Twice-Exceptional"* gifted students being served in the District GATE program.

8. The District GATE Coordinator facilitates meetings between GATE teachers and general education program teachers to plan appropriate instruction for intellectually gifted students in the regular classroom and to develop plans for offering differentiated instruction for intellectually gifted students in the regular classroom at each site.

9. The District GATE Coordinator is responsible for organizing and planning GATE teacher and administrator professional development activities throughout the school year and (if appropriate) in the summer.

10. The District GATE Coordinator is responsible for organizing, planning, and overseeing any district-wide GATE events, such as "pull-outs" and "pop-ups" during the school year.

11. The District GATE Coordinator is responsible for maintaining the GATE section of the District website.

12. The District GATE coordinator are expected to maintain expertise by staying current on readings in the field, as well as by attending classes and conferences related to the field of gifted education.

13. It is the District GATE Coordinator's responsibility to develop methods to effectively support students from underrepresented groups and their parents/guardians so that fully informed choices are made regarding available GATE participation options.

14. The District's GATE Coordinator will seek assistance from the EL Coordinator for assistance with meetings, testing, and/or mailings to meet the needs of non-English speaking families.

15. The District GATE Coordinator will seek assistance from Special Education when necessary.

16. The District GATE Coordinator will maintain a library, open to parents/guardians and staff, with research related to GATE education, including meeting the social and emotional needs of gifted students.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 1.7.A: | prepare an annual Master GATE Calendar for each school year. | Calendar Completed | District GATE Coordinator | End of August, Annually |
| 1.7.B: | schedule all GATE PD and training activities for each school year. | PD Calendar completed and uploaded on web-site | District GATE Coordinator | End of August, Annually |
| 1.7.C: | evaluate the District GATE Program. Coordinator on an annual basis. | Evaluation completed | District GATE Coordinator's Supervisor | End of April, Annually |
| 1.7.D: | prepare, plan, and offer annual District GATE events. | Events held, surveys completed & results shared | Site and District GATE Coordinators | By May, Annually |
| 1.7.E: | host an Annual GATE Conference. | Event held; Surveys completed | District GATE Program Coordinator | October, Annually |
| 1.7.F: | conduct two separate District GATE orientation meetings for elementary and secondary parents (translation provided in Armenian and Spanish). | Events held | District GATE Program Coordinator; Asst Supt. | End of August each year |
| 1.7.G: | establish a District GATE Library at the District office. | Area dedicated to GATE print materials | District GATE Coordinator | Completed |

**Standard (1.8):** Each comprehensive school site will have a Site GATE Coordinator, who is designated and responsible for advising and coordinating all aspects of the program at his/her school site.

**Key Elements:**

1. At elementary schools, the Site GATE Coordinator is the Curriculum Specialist.
2. At middle schools, the Site GATE Coordinator may be the principal, but can also be an assistant principal or teacher, as designated by the principal.
3. At high schools, the Site GATE Coordinator can be either the Assistant Principal of Instruction (API) or the Assistant Principal of Guidance (APG), as designated by the principal.
4. At the school site level, the Site GATE Coordinator is responsible for coordinating all site based events and activities for GATE students and parents.
5. It is the school Site GATE Coordinator's responsibility to serve as the GATE testing coordinator for his/her school.
6. It is the school Site GATE Coordinator's responsibility to be aware of all GATE programs and student placement practices at the school site. The Site GATE Coordinator should be able to explain these to parents who want to know more about site specific GATE programs, activities, and events.
7. The school Site Gate Coordinator will ensure that all site GATE parents receive the minutes and information from the GAC meetings.
8. The school Site GATE Coordinator will support all District events.
9. The school Site GATE Coordinator is responsible for being aware of all current information and communicating regularly with parents.
10. The school Site GATE Coordinator is responsible for maintaining a site specific email list.
11. The Site GATE Coordinator is required to attend a minimum of four hours of GATE Professional development every other year.
12. The Site GATE coordinators are expected to maintain expertise by staying current on readings in the field, as well as by attending classes and conferences related to the field of gifted education.

Both District and Site GATE Coordinators will be responsible for:

1. communicating at District and site GATE orientation meetings the district's GATE options for parent/guardian participation.

2. providing information to parents/guardians regularly through conferences, meetings, phone/email contact, and the District website.

**Standard (1.9)**: Each grade span (elementary, middle school, high school) will receive additional coordinator support to ensure that all aspects of the GATE Master Plan are implemented.

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker/Metrics** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 1.9.A: | provide more site coordinator support at all levels as funding becomes available. | Review budget annually. | Assistant Superintendent | TBD |

## SECTION 2: IDENTIFICATION

BUSD's GATE identification procedures are equitable, comprehensive, and reflect the District's definition of intellectual giftedness and that relationship to current state criteria.

It is the goal of the District to expand efforts to locate students who may be "intellectually gifted." Once identified, these students should be provided stimulating and differentiated educational experiences.

The student population of the BUSD GATE Program should proportionately represent the student population of the District with regard to gender, race, ethnicity, and current efforts are focusing on increasing the numbers of students from underrepresented groups.

**Standard (2.1):** The nomination/referral process for assessment to enter the GATE program is ongoing and includes students in grades 3-12. Students in grades 9-12 will be identified in order to support them with resources for academic success and social emotional health.

**Rationale:** In order to ensure equal access to GATE services, the nomination and referral process must be an ongoing, integral part of the program; students in grades 4-12 are eligible for consideration for the gifted program and/or services. Once a student is admitted to the GATE program, he/she remains identified as Intellectually Gifted throughout his/her enrollment in the District.

**Key Elements:**

1. Student nomination forms are accepted at any time in the BUSD Instructional Services Department. See Appendix H for the GATE Program Nomination Form.

2. The District's *Search and Serve Process* screens for potential GATE students in grades 4- 12. It includes a universal screening of 3rd graders. For students in grades 4 – 12, this is done via outreach to parents, community, teachers, administrators, and support personnel. This outreach is accomplished via staff professional development and in-service trainings; information packets provided to teachers; articles in school newsletters, as well through the District web site; District electronic communications (email); and, parent meetings sponsored by the District and individual school sites.

**Actionable Items:**

| Item | Description<br><br>***The District goal is to:*** | Achievement Marker/Metrics | Responsibility | Timeline |
|---|---|---|---|---|
| 2.1.A: | distribute HOPE Nomination forms to school sites. | School administrators have received the forms and distributed to staff | District GATE Program Coordinator; Site GATE Coordinators | November, Annually |
| 2.1.B: | conduct a 3-12th Grade GATE Parent Program and Identification | Meeting scheduled, publicized and held for | District GATE Program | December, Annually |

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|---|---|---|---|---|
| | Orientation meeting for interested parents before the assessment window begins. | all elementary and secondary schools. | Coordinator; Site GATE Coordinators | |
| 2.1.C: | send letters home to parents re: explanation of the GATE nominating process (grade 4-12). | All letters have been sent home to parents of nominated students | Site GATE Coordinators | December, Annually |
| 2.1.D: | return all GATE Assessment Nomination forms (4-12) to District GATE Coordinator. | All forms have been received by Coordinator | Site GATE Coordinators | By the end of the second week in December, continue annually |
| 2.1.E: | meet at least twice each year with the ELD and Special Education Coordinators, Title I Coordinators and Intervention Specialists to address the extent to which English Learner, Special Education and Socioeconomically disadvantaged students are being serviced in the GATE program. | Meetings held | District GATE Program Coordinator; ELD Program Coordinator; Special Ed. Program Coordinator, Title 1 Coordinator, Intervention Specialist | Annually |
| 2.1.F: | establish a GATE Identification Committee consisting of both Site and District staff for appeals. | Committee members shared at GAC meetings, first agenda & minutes | Assistant Superintendent, District GATE Coordinator | Annually |
| 2.1.G: | develop a pre-identification observation tool. | Copy of Tool presented at GAC meetings and staff meetings | District GATE Coordinator | Shared Annually |
| 2.1.H: | consider the practice of clustering potential GATE students in grades TK – 3. | Report on the research, including recommendations | Assistant Superintendent, District GATE Coordinator, GAC subcommittee | Research during 2017-2018 School year |
| 2.1.I: | develop uniform criteria for the placement of “space available” students. | Copy of criteria presented at GAC meetings and staff meetings | Assistant Superintendent, District GATE Coordinator | Develop by December, 2018 |

**Standard (2.2):** All children are eligible for the assessment process regardless of socioeconomic, linguistic or cultural background, and/or disabilities.

**Rationale:** Intellectually Gifted students exist among all of the diverse populations in a district. Intellectually Gifted students, including those representing populations that are often underrepresented in GATE programs, frequently are not recognized by traditional referral processes.

**Key Elements:**

1. BUSD provides an equal opportunity for all students to be considered for the GATE program.

2. The search focuses on students who are believed to possess extraordinary potential or performance in the area of Intellectual Ability.

3. An active identification process is conducted by the District's GATE Coordinator. It involves teachers, counselors, psychologists, principals, parents, and students. This process is a critical step in the identification of gifted students because it is the only way many traditionally underrepresented students will be nominated as prospective GATE participants. The importance of site advocacy (in the search process) cannot be stressed enough. Clearly, if students are not nominated to be assessed for the GATE program, they may never have an opportunity to receive educational services commensurate with their abilities. Even though parents/guardians are able to refer children, many students need an opportunity for others to help identify those who should be nominated.

4. All students in grades 4-12 who are recommended for re-assessment (or first time assessment) by their parent(s), teacher(s), administrator(s), or counselor(s) shall be initially re-screened using the Cognitive Abilities Test- Form 7 (CogAT-7) assessment instrument.

5. Any student who scores within 2 percentage points of the District's CogAT-7 Criteria for admission to the GATE program will be automatically nominated for re-assessment the following year.

**Standard (2.3):** The District establishes and implements research based assessment tools for searching for gifted students. All data are used to ensure equal access to program services. Participation in the program is based on the criteria of identification and is not dependent on the perception of a single individual.

**Rationale:** Equity can only be ensured when a variety of methods are used to seek out potentially gifted students.

**Key Element:**

To be identified as *Intellectually Gifted,* a student must attain a qualifying score on a District authorized test of abstract thinking and mental reasoning. To screen for Intellectual Giftedness, BUSD, in the past, has used the Pearson OLSAT- 7 assessment tool. In the 2016-2017 school year, the District changed its initial assessment instrument from the OLSAT-7 to the CogAT-7.

**General Information about the CogAt-7:**

The Cognitive Abilities Test (CogAT) is a multiple choice test published by Riverside Publishing. It is used to measure cognitive development among children. The CogAT-7 is often used to identify gifted children for admissions into gifted and talented programs across the United States. It was first published in 1968. The most current version of the CogAT, the CogAT Form 7, was published in 2011.

The CogAT-7 has **three independent batteries**: Verbal, Quantitative, and Nonverbal. These batteries measure the student's learned reasoning abilities in the three areas most closely related to success in school. Users can administer one, two, or all three batteries, depending on their needs and the needs of their students.

• Each battery has subtests that make use of three **different test formats**. Measuring with multiple formats rather than the same format on all items increases both the fairness and the validity of the scores students obtain.
• Educators who administer all three batteries of *CogAT* obtain an **ability profile** for each student. This code summarizes the pattern and level of the student's scores on the three batteries. The ability profile code is explained and linked to specific instructional suggestions in the Interactive Profile Interpretation System at: www.CogAT.com .

**GATE Identification Process Components**

1. **GATE Identification Search & Serve Process** -completed prior to March 1 of each school year

   **Before the testing occurs in Grade 3:**
   - An informational letter is sent to all 3rd Grade parents and guardians to explain the universal screening process and invite them to a pre-screening District informational meeting.
   - IEP and 504 accommodation information is gathered and processed prior to administering the testing. Necessary modifications are arranged for students whose IEP's or 504 plans require them for testing.
   - District Coordinator will review all standardized assessment data to look for potential students to consider for screening.

2. **Screening of 3rd Grade Students:**

   - Certificated classroom teachers, administrators, or counselors are trained to administer the CogAT7 screener to ALL 3rd grade students at each site under standardized testing conditions during the month of January.
   - In order to account for any risk-factors, students scoring in the 80th percentile or higher overall on the screener will be invited to take the full CogAT7 assessment.

3. **Criteria for Immediate Qualification**
   - The full CogAT7 assessment is made up of three sections, called batteries: the Verbal Battery, the Quantitative Battery, and the Nonverbal Battery. Students must pass 2 of the subtests with a score in the 90th percentile or higher.

**4. Criteria for Student Rescreening**

- Students not qualifying immediately (via the CogAT-7) are reviewed by the GATE Identification Committee based on:

A. CogAT-7 score on 2 subtests of no less than 88%
*or*
B. Risk factors as identified in the Master Plan (socioeconomic status, language, health, designated special education, etc.),
*or*
C. A student in a sub-group that suggests s/he might have a lower than accurate CogAT-7 test score because of the student's cultural background (examples: lower socioeconomic status, lower parent education level, English Learner status)
D. A teacher, parent, or administrator can file an appeal or nomination on behalf of a student, requesting that the GATE Identification Committee consider additional information in qualifying the students. Other information that can be used in consideration for inclusion in the program includes the HOPE nomination scale, overall composite score on the CogAT, scores from other identification tools for giftedness, student interview, and/or information from an alternative test, such as, the Wechsler Intelligence Scale for Children, Version V (WISC-V) or the Wechsler Non Verbal Scale of Ability (WNV).

**5. Rescreening Qualifying Process and Criteria**

- All students in grades 4-12 who do not qualify for the program in 3rd grade can be nominated yearly by parents, teachers, administrators, and or counselors.
- The District GATE Coordinator will maintain a list of recommended students to be rescreened based on all the data related to identification. This data includes the HOPE nomination scale, previous scores on the CogAT, scores from other identification tools for giftedness, student interview, and/or information from an alternative test, such as, the Wechsler Intelligence Scale for Children, Version V (WISC-V) or the Wechsler Non Verbal Scale of Ability (WNV).
- Students will be rescreened using the same process as the 3rd grade testing. Students will be given the screener portion first followed by the full assessment if the student scores in the 80th percentile or higher.
- Screening tools will be available in the student's primary language if the primary language is English, Armenian or Spanish. Other languages will be accommodated to the fullest extent possible.
- The GATE Identification Committee will determine if additional assessment is necessary, and what form of assessment will be used based on the student's nomination/appeal form. The WISC-V can be used for identification.
- A student will be eligible for program participation: (1) if he/she achieves a Full-Scale Intelligence Quotient (FSIQ) score of 125 or higher, or (2) if he/she achieves a score of 130 on one or more of the five WISC-V subscales.
- In order to meet program eligibility requirements using the WNV, a student must achieve a Full Scale score of 125.

**6. Program Placement**

- Options: GATE classrooms at the middle school (as determined by district requirements),

will be filled in 6th through 8th grades.

- Parents/guardians of GATE identified students shall submit an Intent Form to request placement in GATE classes once the student is identified, which keeps them opted into the program each year thereafter.
- Students whose parents/guardians request placement in GATE classes are offered admission to the program if they meet the scoring criteria as stated in key element 7, Qualifying Scores for Intellectual Ability.
- At the middle school level, parents may accept participation in all or part of the GATE classes offered. Even if parents accept partial placement (ie. only in English and Science), the student is still considered to be enrolled in the GATE program.
- The GATE Coordinator will inform school principals of identified students prior to April 1st of the current school year.
- Placement notification for the following year will be sent to parents by April 15th of the current school year.
- The district will provide an informational meeting between April 15th and May 1st for parents of newly identified students.
- Parental commitment to the program for the following year (in writing) is required by May 15th of the current school year.
- Individualized counseling will be offered to parents/guardians of students new to the district and with identified risk factors (see p.17), including special education, to ensure the parent/guardian makes an informed decision about their student's placement.

**7. Qualifying Scores for "Intellectual Ability"**

A. An intellectually gifted student with no risk factors:
- CogAT-7 Test data indicating that on a test of intellectual reasoning, the student has attained a minimum total score of 90% on at-least two of the assessment's subtests.

B. An intellectually gifted student with **one** risk factor:
- CogAT-7 Test data indicating that on a test of intellectual reasoning, the student has attained a minimum total score of 88% on at-least two of the assessment's subtests.
- Verification of risks factor that are present.
- HOPE Nomination Scale is commensurate with a profile of a gifted student.

*C.* An intellectually gifted student with **two or more** *risk factors*:*
- CogAT-7 test data indicating that on a test of cognitive abilities, the student has attained a minimum total score of 86% on at-least two of the assessment's subtests.
- Verification of risk factors that are present.
- HOPE Nomination Scale is commensurate with a profile of a gifted student.

- Students who are within 2 percentile points of qualifying will qualify if they have an overall composite score in the 90th percentile or above or an overall profile in the 8th or 9th stanine.
- Borderline cases who do not qualify using the above tiebreaker will be referred to the GATE Identification Committee for a final decision on placement using all available information. This information may include the HOPE nomination scale, previous scores on the CogAT, scores from other identification tools for giftedness, student

interview, and/or information from an alternative test, such as, the Wechsler Intelligence Scale for Children, Version V (WISC-V) or the Wechsler Non Verbal Scale of Ability (WNV).

D. If during the course of the IEP process, a student in any grade is assessed with the WISC V or WNV with a full scale score of 125 or higher, or a score of 130 or higher ***on any of the WISC-V's five subscales***, he/she should be referred to the District GATE Coordinator.

E. Students in grades K-12 will automatically qualify as Intellectually Gifted, if they score 130 or higher on the WISC-V or WNV. The information will be provide to the school site, and the student will be automatically placed in the GATE program in grade 4. However, the student will not have to be tested again.

| **Test of Cognitive Abilities** | |
|---|---|
| **CATEGORY** | **TOTAL SCORE** |
| **An Intellectually Gifted Student with** <u>*NO*</u> Risk Factors | **At Least**<br>90%<br>*Overall score on 2 or more sub-tests*<br>***-or-*** |
| | *90th percentile in one subtest and 87-90th percentile in another subtest* ***combined with*** *a composite score of 90th percentile or profile in the 8th stanine* |
| **An Intellectually Gifted Student With *One*** RISK FACTOR | **At Least**<br>88%<br>*Overall score on 2 or more sub-tests* |
| **An Intellectually Gifted Student *with Two or more*** RISK FACTORS | **At Least**<br>86%<br>*Overall score on 2 or more sub-tests* |
| **ALL Students** | *Students must score at least 75th percentile in the non-verbal section if their qualifying sections are verbal and quantitative* |

**8. *Risk Factors Defined**

The following seven risk factors may impact a student's potential or performance on tests of school ability and/or achievement. The presence of these variables will be documented by a review of school records or a statement from the administrator, teacher, or parent. Appropriate consideration is given to students who are impacted by these factors:

- **Economic:** parent unemployed; low /single parent income; participation in free-reduced lunch

programs

- **Environmental:** lack of preschool/kindergarten experience; poor attendance due to concerns with home responsibilities; and/or transiency and study time; unsettled family life
- **Health:** designated instructional services for ongoing (or current significant) health issues for students on 504 plans.
- **Special Education:** designated instructional services for students on active IEP plans.
- **Language/Cultural:** lack of proficiency or verbal fluency in English; or designated EL student.
- **Social/Emotional:** emotional adjustment factors resulting from personal or family trauma including chronic illness, death, family separation, extended absence of a parent, remarriage, and/or frequentmoves.
- **Foster and/or homeless student designation.**

**All risk factors will be verified by GATE Identification Committee.*

**Actionable Items:**

| Item | Description<br><br>***The District goal is to:*** | Achievement Marker | Responsibility | Timeline |
|---|---|---|---|---|
| 2.3A: | inform all principals, support staff, and teachers about the nomination process, assessment, and appeals process. | Information has been shared at principals' meetings, AP and CS meetings, and with staff at faculty meetings. Assessment process chart is posted on BUSD website | Asst. Supt., Instructional Services; District GATE Coordinator ; Site Principals | Completed Will review annually |
| 2.3.B: | administer the Screening tool of the CoGat-7 for all students in grade 3 and other nominated students in grades 4-12. | All 3rd graders and all nominated 4-12th graders are assessed using the CoGAT-7 instrument | Site GATE Coordinators; District GATE Coordinator | January, Annually |
| 2.3.C: | inform parents as to status of students, based on CoGAT-7 scores. | Admittance and non-admittance letters sent home to parents; parents of students who scored in 88th and 89th percentile notified of alternate assessment opportunity | Site GATE Coordinator District GATE Coordinator; Assistant Supt. Instructional Services. | April, Annually |
| 2.3.D: | provide an opportunity for eligible (students new to the district or students who were not assessed during the regular school year) students to be assessed or re-assessed during the summer. | Parents of all qualifying students informed of identification process. | School Site Staff District GATE Coordinator; Student Services | Summer, Annually |

**Standard (2.4):** The GATE Coordinator actively searches for referrals among underrepresented populations. Referrals are sought from classroom teachers, principals, counselors and parents using the HOPE Nomination Scale.

**Rationale:** To ensure that students are observed from different perspectives, all individuals who interact with students must have the opportunity to refer them for consideration. Students whose intellectual giftedness may be masked by factors such as language or cultural barriers or poverty must especially be sought out.

**Key Elements:**

1. The District will provide information about the GATE program and the identification process to parents / families of traditionally underrepresented populations.

2. Student nomination forms for grades 3-12 may be accepted at any time at the student's school. All nominations will be forwarded to and archived by the District GATE Coordinator.

3. The formal search and nomination of potential candidates in grades 4th-12th begins in October.

4. Students in grades TK – 3 prior to identification who exhibit extreme exceptionality will be referred to the Student Study Team (SST)**,** which includes the District GATE Coordinator to develop a plan to meet his or her needs.

5. Students in grades 7-12 who are placed in an alternative setting will be referred to the SST team, which includes the District GATE Coordinator, to develop a plan to meet his or her needs.

*The Student Study Team (SST) is a team of stakeholders that meet to address the needs of a particular student. The team includes a school administrator, teacher, parent, student, school psychologist, and other personnel as needed.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 2.4.A: | provide Spanish and Armenian translations of all GATE Identification information and forms that are sent home. Every effort will be made to provide translation into other languages, when necessary. | No District GATE forms or information sent to parents / families without written translation; no site forms are sent home without translation when 15% or more of students speak either Spanish or Armenian | District GATE Coordinator; Site GATE Coordinators, District ELD Coordinator ; Site EL Coordinators | Annually |
| 2.4.B: | begin outreach to underserved populations at Title 1 Schools. | District GATE Coordinator has met with each Title 1 Principal and addressed that school's plan for ensuring all families (especially those from traditionally underserved populations) are provided with every opportunity to learn about the GATE program | District GATE Coordinator; Site Principals | First semester, Annually |
| 2.4.C: | grow GATE identification of ELs to at least 2% and students receiving SPED services to at least 4%. | Our goal is to grow identification of ELs to at least 2% and students receiving SPED services to at least 4%. | District GATE Coordinator Site GATE Coordinators Classroom teachers | Each year until they are proportiona lly represented |

| | | | | |
|---|---|---|---|---|
| 2.4.D: | present GATE program information to parents at Title 1 DAC, Special Education DAC, and DELAC meetings. | Information about the GATE program is agendized and presented (and included in the minutes of) Fall and Spring DAC and DELAC Meetings | Assistant Supt., Instructional Services., District GATE Coordinator; ELD Coordinator | Annually |

**Standard (2.5):** Students may be nominated for GATE testing more than once throughout their tenure in the District, but may be tested only once per calendar year.

**Rationale:** No nomination or identification process is 100% accurate. In order to eliminate the possibility of bias and to guarantee the opportunity to be evaluated more than one time, it is necessary to accept referrals for a student more than once.

**Key Elements:**

1. Students may **not** retake any specific mental reasoning or school ability test administered by GATE staff more than once during a 12 month period.

2. For purposes of admittance to the GATE program, the WISC-V or the WNV may be taken only once every three years.

3. Burbank Unified School District will not accept outside/private testing reports unless those reports show that the assessment given was the CogAT-7 exam, and that assessment was administered by staff at a previous school district.

4. Assessments completed by outside (private) practitioners are not accepted in lieu of the District GATE Identification Process, but may be reviewed by the GATE Identification Committee.

**Standard (2.6):** Training in the identification of potential GATE students is appropriate for administrators, teachers, support personnel, and parents.

**Rationale:**
Interaction with students varies by the role an individual plays in the educational system.
An administrator or counselor, for example, interacts with students from a different perspective than a classroom teacher. In order to ensure that students are evaluated from various perspectives, it is necessary to provide training for individuals in a variety of positions within the school and district.

| Item | Description<br><br>***The District goal is to*:** | Achievement Marker | Responsibility | Timeline |
|---|---|---|---|---|
| 2.6.A: | train staff in the identification of potential GATE students. | All staff responsible for identification referrals are trained. Sign in logs | District GATE Coordinator | Annually |

**Standard (2.7):** The District maintains data on nominees and includes this information when considering reassessing students who have been referred more than once.

**Rationale:** Data from previous referral(s) provide useful information for the GATE Identification Committee to evaluate a student who has been previously referred.

**Ongoing Implementation:**

1. In November and December, data about 3rd grade students' risk factors as well as those factors highlighting the potential for a gifted identification, should be gathered by the Site GATE Coordinators. This information will then be forwarded to the District GATE Coordinator for the GATE Identification Committee use in the identification process.

2. Information gathered during this process in 3rd grade will be included in the evaluation of students who test again.

**Actionable Items:**

| Item | Description<br><br>***The District goal is to*:** | Achievement Marker | Responsibility | Timeline |
|---|---|---|---|---|
| 2.7.A: | review site and district data on potential GATE students with risk-factors. | District GATE Coordinator has received names and descriptions of risk factors | Site GATE Coordinators | November, Annually |

**Standard (2.8):** Parents and teachers are notified of a student's eligibility for program placement and are informed of the appeal process.

**Rationale:** Information regarding the status of a nominated student should be provided to parents and all who interact with that student in the school setting so that appropriate plans can be made in a timely manner. Teachers and parents who may have questions or desire more information are entitled to know the procedure to obtain that information.

**Key Elements:**

1. If a student doesn't meet the CogAT7 qualification criteria, the appeals process is as follows:
    a. A parent, teacher, or site coordinator must fill out an appeal form and submit it to the District GATE Coordinator.

b. District GATE Coordinator gathers all available data on the student in question. This may include interviews and/or observations of students.
c. Within 60 days of the submission of an appeal form, the GATE Identification committee will convene and meet with the student's parents/guardians to determine if the student is eligible to be re-assessed with the WISC V or the WNV.
d. The WISC V or the WNV will be administered by a school psychologist. If a student scores a full scale score of 125 or higher, or 130 or higher on a single index on the WISC, they qualify for the GATE program.
e. If the student does not meet this criteria, the student may be nominated to take the CogAT7 the following year.
f. The appeal process resulting in a rescreening using the WISC may only be done once in their tenure as BUSD students.

2. Test results are forwarded to the school sites, and it is the responsibility of the school's Site GATE Coordinator to meet with teachers, so that staff may use data for student placement and services for the upcoming year.

3. Once all of the testing and *Search and Serve* processes are completed, letters are mailed to parents explaining the results of student testing.

4. A district meeting will be convened for all parents of newly identified students to educate them about gifted children and the BUSD GATE program. The District GATE Coordinator will reach out to parents who did not attend the meeting so that all families are informed about the nature and impact of a gifted identification.

5. All parent appeals shall be reviewed by the GATE Identification Committee and processes completed before placement of any student is determined.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to*:** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 2.8.A: | inform teachers, counselors, and administrators of the appeals process and alternate assessment instrument. | District GATE Coordinators has shared this information at separate meetings, and the information is clearly posted in the GATE section of the BUSD website | District GATE Coordinator | Annually |
| 2.8.B: | inform parents of the appeals process and alternate assessment instrument. | GATE Parent Program Information night events held for parents in grades 3-12 | District GATE Coordinator | Annually |
| 2.8.C: | inform parents of GATE assessment results from the | Letters mailed home to parents | District GATE Coordinator | Annually, February |

| | | | | |
|---|---|---|---|---|
| | CoGAT-7 instrument. | | | |
| 2.8.D: | review parent appeals and notify parents of appeal status. | Letter mailed home to parents who have appealed | District GATE Coordinator | Annually, March |

**Standard (2.9):** Transfer students are considered for identification and placement in a timely manner.

**Rationale:** The educational program for transfer students must continue with as little disruption as possible.

**Key Elements:**

1. Students transferring into Burbank Unified School District schools, (who were previously identified as GATE students in another school district, and whose parents wish for them to gain admission to the BUSD GATE program) are requested to submit their GATE identification records from their previous school district. If the qualification meets BUSD's criteria (90% in two of the CogAt-7 subtests –or a 125 full-scale score on the WISC-V or WNV- or a score of 130 on any single subscale of the WISC-V.), students are placed in GATE classes immediately. Classroom teachers should be advised as to the student's GATE status in a timely manner.

2. The registration form for transfer students will include a section, so that parents can identify if their children were previously identified as GATE in another school district.

3. Transfer students who have been identified as GATE eligible in another district but whose scores are not commensurate with BUSD requirements may be re-evaluated to determine if they qualify in BUSD. This ensures equity of access for all students.

4. When they registered to enroll in school, transfer students (in grades 3-12) who have not already qualified through BUSD identification criteria, will be offered the CogAT-7 Screener during the summer to determine if they may be eligible to take the full test, to qualify for the GATE program. If students miss the summer new enrollee testing, or transfer in the middle of a semester, students will be tested during the normal testing window. Parents will be offered the chance to opt-out of this process.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to*:** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 2.9.A: | review student records of incoming transfer students referred to District GATE Coordinator by Student Services Department and school sites. | All incoming transfer students (3-12) have been checked for GATE status in previous district by District GATE Coordinator | Safety and Student Services Director<br>District GATE Coordinator | Ongoing |

**Standard (2.10):** Once identified, a student remains identified as a gifted student in the district, though services to individuals may vary from year-to-year. If a GATE student attends an alternative school setting, the District Coordinator will work with the school site staff to ensure appropriate services.

**Rationale:** While GATE students may not always perform to expectations, they are still identified as GATE. They are entitled to an objective evaluation of participation and of GATE services to meet their needs which is best provided through the Student Study Team (SST) process.

**Key Elements:**

1. *Intellectually gifted* students are identified for the duration of their attendance in BUSD
   A GATE student's parent or guardian may request program removal, but the identification as a GATE student is maintained. On the rare occasion a parent or guardian asks for the information to be expunged from the student's records, the GATE identification will be removed.

2. Should an *intellectually gifted* student choose to leave the GATE program, he or she is encouraged to participate in an exit interview with his/her *family and* the GATE Coordinator to resolve any questions or concerns and to facilitate the most beneficial future placement.

3. Further, students may not be removed from GATE programming until an SST has been held that includes both parents and the District GATE Coordinator. Clear goals should be made to increase student success within the program before any change is made.

4. Identified students in an alternative setting such as CDS are still eligible for GATE services and programming. Should a student be placed at one of these sites, a plan should be developed to meet the intellectual and social emotional needs of the student.

**Standard (2.11):** Upon parent request, the District will provide identification information that the parent may take to a new school or district.

**Rationale:** It is important for a child to receive GATE services as soon as possible upon moving to a new school or district. When parents/guardians deliver the GATE information from the prior district, the evaluation/assessment process can begin immediately.

**Key Elements:**

1. Students transferring out of BUSD to another district may receive copies of GATE identification information, as well as grades and attendance records upon request by the parent/guardian or receiving school.

2. The Site GATE Coordinator will provide a letter and accompanying materials if requested by the parent/guardian or the receiving school.

3. The Site GATE Coordinator will follow up with communication to the school to which the student is transferring, if possible.

## SECTION 3: CURRICULUM AND INSTRUCTION

Burbank Unified School District will provide a comprehensive continuum of services and program options responsive to the needs, interests, and abilities of intellectually gifted students, based on philosophical, theoretical, and empirical support.

**Rationale:** Intellectually Gifted students require complexity, depth, and acceleration in their learning. They characteristically delve deeper into the curriculum and seek more complex understanding than their peers. Intellectually Gifted students commonly have comprehension and vocabulary levels far beyond their grade level peers. Their educational needs require that modification and differentiation of the curriculum be in place so that intellectually gifted students' needs, interests, and abilities can be addressed and their continuous progress can be ensured.

In order to meet the needs of gifted learners, teachers utilize a variety of appropriate instructional models that include, but are not limited to: large and small group instruction, homogenous/heterogeneous grouping, teacher/student-directed learning, and multiple opportunities for independent study. Appropriate resources and technology support the delivery of this curriculum.

**Standard (3.1):** Differentiated curriculum is in place that responds to the needs, abilities, and interests of intellectually gifted students. Curriculum should facilitate the ability of each student to meet and exceed the core curriculum standards.

Differentiation is valuing and planning for diversity in students. It is designed to address content as well as students learning and affective needs (Tomlinson, ASCD 2014).

**Key Principles of Differentiation**:

1. ENVIRONMENT-Offer each student a caring, secure, challenging, and supportive learning environment.
2. CURRICULUM-Provide a meaning-rich curriculum that is designed to engage learners and built around clearly articulated goals known to both teachers and students.
3. ASSESSMENT-Use persistent, varied, and differentiated formative assessments to ensure that teacher and students alike are aware of student status relative to the specified learning goals, and that teacher and student alike know what next steps are most likely to propel a given learner forward.
4. INSTRUCTION-Plan instruction based on formative assessment information to attend to whole-class, small-group, and individual differences in readiness, interest, and approach to learning.
5. CLASSROOM LEADERSHIP&MANAGEMENT-Work with students to create and implement classroom management routines that allow both predictability and flexibility (Tomlinson & Murphy; 2015).

This differentiation, which for intellectually gifted students may focus on depth, complexity, appropriate pacing, and novelty, is but one part of the whole picture. The curriculum must also provide for the balanced development of critical, abstract and creative thinking, high-level problem solving, advanced levels of research and curricular

content, and products which are both appropriate and authentic, so that each individual within the program is able to match his/her potential.

Differentiation is an integral part of the *California Standard for the Teaching Profession*. Available at http://www.btsa.ca.gov/resources-files/Final-Continuum-of-Teaching-Practice.pdf.
Of the six standards for the teaching profession the following are particularly germane to differentiation:

- All of Standard 1 –*Engaging and Supporting All Students in Learning*
- Standard 2.4-*Creating a Rigorous Learning Environment with High Expectation and Appropriate Support for All Students*
- Standard 3.6- *Addressing the Need of Students with Special Needs to Provide Equitable Access to the Content* (advanced learners are specifically named)
- All of Standard 4-*Planning and Designing Learning Experiences for All Students*
- Standard 5.4- *Using Assessment Data to Establish Learning Goals and to Plan, Differentiate, and Modify Instruction*

*See Appendix G for "Novice-to-Expert Continuum for Teacher Development."

Differentiating and individualizing the curriculum provides equity for learners who may have the content mastered when the year begins. The resulting differentiated assignments reinforce the needs, interests, and abilities of the intellectually gifted, while helping them develop ethical standards, healthy self- concepts, sensitivity, responsiveness to others, and contributions to society. Through differentiation, learners will be challenged to think both deeply and complexly to increase depth of knowledge and thinking skills.

**Key Elements:**

1. Elementary students identified *intellectually gifted* are entitled to differentiated curriculum. Differentiated program offerings may include enrichment in the regular classroom, ability grouping for reading and/or math, writing *individual learning plans*, and acceleration techniques such as compacting, pretesting, etc.

2. It is the school site principal's responsibility to ensure that his/her GATE teachers have participated annually in professional development activities that address the needs of their GATE students.

3. It is the school site principal's responsibility to verify that GATE students are benefiting from an instructional program that addresses their unique academic and intellectual needs. The school site principal assesses the quality of his/her GATE program via observation and by discussing program elements with the classroom teachers who provide GATE instruction.

4. It is the school site principal's responsibility to facilitate coaching opportunities if he/she determines that a GATE teacher needs more support to implement the GATE instructional program in his/her class.

5. Articulation meetings involving all GATE teachers from sites with self-contained programs are provided on a regular, on-going basis. GATE teachers meet at their sites to plan between grade levels.

6. When staffing both clustered and self-contained GATE classes, site administrators will take into consideration not only Master Schedules, but also the ability and interest of staff to effectively teach gifted students, based on prior training and experience.

7. The Instructional Service Department maintains a library of research and materials related to teaching strategies for intellectually gifted learners and materials related to character building and ethics.

8. Teachers of GATE students in self-contained and clustered classrooms from all grade levels have opportunities to meet together to support each other and discuss teaching and learning strategies.

9. GATE students have multiple opportunities to use higher level thinking and creative problem solving across the curriculum.

10. Interdisciplinary units are an integral part of the regular curriculum for gifted learners.

11. GATE students use learning resources that may be advanced but are commensurate with their reading comprehension and interest levels.

12. Time management, study skills, and growth mindset strategies are an integral and continuous part of the regular curriculum for gifted learners.

13. Each school year, there will be at least one all-day pull out academic enrichment activity event for students in grades 4-8.

14. District staff, working with high school site staff and the GATE Master Planning Committee, will continue to explore the possibility of alternative learning options/ opportunities for high school students.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker /Metrics** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 3.1.A | provide training at least every other year on the GATE program for Principals and Assistant Principals with responsibility for the program implementation. | Calendar of Professional Development, Agendas, Minutes | Assistant Superintendent District GATE Coordinator | Every other yea |
| 3.1.B: | provide all GATE teachers and site administrators with the rubric that illustrates the continuum of quality regarding the five key elements of instructional differentiation for students. | Master list of GATE teachers and administrators who have received rubric | District GATE Program Coordinator; Site Principals | Annually |
| 3.1.C: | require each elementary and middle school to provide a description of how students are placed in GATE classes and | Descriptions posted in the GATE area of the BUSD web site. | Site Principals (for providing content); | Annually |

| | | | | |
|---|---|---|---|---|
| | how instructional differentiation is provided to GATE students to the District GATE Coordinator. | | District GATE Coordinator (for posting content) | |
| 3.1.D: | require Principal observations of GATE classes using the GATE Walk-Through instrument; and feedback meetings with GATE teachers. | Evidence (dates) that each principal has observed and met with each GATE teacher to discuss how differentiation is occurring in the classroom; District GATE Coordinator will summarize findings | Site Principals | At the end of each semester, Annually |
| 3.1.E. a: | provide District-wide grade level enrichment events for GATE students during school hours including, but not limited to, push-in activities and lunchtime activities. | All enrichment events are scheduled and placed on the District's GATE calendar | District GATE Coordinator | Annually |
| 3.1.E. b: | Provide District-wide grade level enrichment opportunities for GATE students and/or families outside school hours, including after school activities and family night. | All after hour enrichment activities are scheduled and placed on the District's GATE calendar | District GATE Coordinator | Annually |
| 3.1.F: | facilitate meetings with Assistant Superintendent and District GATE Coordinator and representatives (teachers and administrators) from both comprehensive High Schools. | Meeting scheduled, agenda created and held. Report provided to GAC by Assistant superintendent, Instructional Services | Assistant Superintendent, Instructional Services | Every other year. |
| 3.1.G: | inform parents and staff of the sequence of math courses offered in middle school and high school. | Updated course sequence information is posted in the GATE area of the BUSD web site | District GATE Coordinator | Annually |
| 3.1.H: | provide parents of GATE students with detailed information about the instructional and curricular programs at their school. | GATE Orientation meetings held (and curriculum / instructional programs addressed) for elementary and middle school parents | District GATE Coordinator | Annually |
| 3.1.I: | decrease the number of underachieving GATE students receiving D's, F's, or 1's by at least 1% overall. | Currently, 10% of all identified students are receiving at least one D, F, or 1. A review of grades each semester or Trimester | District GATE Coordinator<br><br>Classroom Teachers | Annually |

| | | | | |
|---|---|---|---|---|
| | | should indicate a 1% decline in this statistic. | Support Staff | |
| 3.1.J: | explore models in CA high schools that successfully incorporate student created learning plans. | Report on research, including recommendations | Assistant Superintendent, District GATE Coordinator, GAC subcommittee | Research During 2017-2018 school year |

**Key Elements of the Curriculum by Content Area**

Once a child is identified, the following service options are available to parents:

1. **Elementary students:**
   Identified *intellectually gifted* students placed in the GATE program will receive differentiation via cluster grouping, flexible grouping, and/or individualized plans.

**Language Arts-**

- Multiple strategies for assessing students' readiness at the beginning of each school year will be employed. Teachers will plan lessons, activities, and teaching strategies that are commensurate with the students' abilities and interests.
- Lists of reading materials; especially those dealing with ethical issues, complex themes, social and personal issues, philosophical inquiry, and advanced sources for building complexity across the curriculum, are updated regularly by district and site coordinators and teachers and made available to all teachers.
- Academic and discipline specific vocabulary is used to expand and deepen student vocabulary.
- Students have ample opportunity to choose processes and products that help them pursue personal interests and strengths.
- Students participate in activities and projects to develop analytical thinking and application of skills and ideas. These may include but are not limited to use of Depth and Complexity Icons, work employing Webb's Depth of Knowledge levels 3 and 4, independent study projects, and Socratic seminars.

**Writing -**

- Students' work will be assessed using varied assessment strategies. These should include but are not limited to formative assessments, performance tasks, and rubrics.
- Students will engage in novel, relevant, purposeful writing in order to meet or exceed standards in all areas of writing. Students will explore various genres, perspectives, audiences, and formats with increased depth and complexity. Teachers will mentor each student according to his/her needs and interests.

- Students in grades 6-12 will have opportunities to enroll in classes such as:
    - Journalism
    - Honors English
    - Language and Literature, AP
    - GATE English / Language Arts

**Speaking -**

- Students in grades 4-12 will have multiple opportunities to develop oral presentation skills via debate, presenting reports of information, presenting speeches, reciting poetry, and participating in plays.
- Students in grades 6-12 will have opportunities to enroll in classes or clubs such as:
    - Musical Theatre
    - Drama
    - Broadcast Journalism
    - Mock Trial
    - Debate

**Reading -**

- Students in grades 4-5 will have opportunities to participate in advanced reading/literature via leveled "Power Hour" groups, as well as leveled reading material, and independent study.
- Students in grades 6-12 may enroll in designated GATE, Honors, and Advanced Placement courses such as:

  Middle School Classes: English Language Arts, GATE
  High School Classes: English Language Arts, Honors; Literature and Language, AP

**Math –Elementary School Students**

- Grades 4-5- Multiple options are available to all identified GATE students and are determined by each individual site/teacher:
    - Enrichment and acceleration will be provided within each classroom and cluster or flexible grouping utilizing flexible grouping and/or leveled classes.
    - Students learn at their readiness levels by regrouping by grade level within a student's own school grade level in small and whole group settings, accelerated instruction in GATE classrooms, or placement in a higher grade level for math.
    - Students may learn at an appropriate pace through placement in a higher grade level at another school within the district (such as elementary students taking math at the middle school or Burbank School for Independent Study.)
    - Students may seek concurrent enrollment at an institution of higher learning in math.
    - Students have the opportunity to participate in District and County Math Field Day events.

2. **Middle School Students:**
   a. Identified *intellectually gifted* students placed in the GATE program will be served in self-contained GATE classes at Jordan Starr Middle School, Luther Burbank Middle School, or John Muir Middle School

      Self-contained GATE classes include:

      - GATE English, Social Studies, and Science 6
      - GATE English, Social Studies, and Science 7
      - GATE English, Social Studies, and Science 8

3. **High school students:**

   - Identified *intellectually gifted* students may participate in English Honors ***and/or*** Advanced Placement **and*/or*** Honors classes available in mathematics, science, English, social studies, music, foreign language, and art. A GATE student may be concurrently enrolled in post-secondary programs, such as: the *Accelerated College Entrance Program* at California State University, Los Angeles; and, dual enrollment in community college courses at our District high schools, The District plans to continue to offer services to high school GATE students, to ensure that their academic and social-emotional needs are being met. Acceleration in mathematics or foreign language may result in students being concurrently enrolled at the high school or, occasionally, in college.

**Mathematics -**

- Grades 6-12 - As students continue into middle school and high school, they enter those classes for which they qualify, including:
  - Accelerated Math 6B or 6C
  - Algebra I
  - Geometry
  - Algebra II/Trigonometry
  - Pre-Calculus
  - AP Calculus – both AB and BC
  - AP Statistics
  - Mathematics courses offered through institutes of higher education

**Social Science -**

- Grades 4-12 GATE students are taught using a number of instructional strategies and activities:
  - Students are encouraged to acquire the information at their own accelerated pace.
  - Students have access to expository sources commensurate with their readability and comprehension levels.
  - Students go into depth in their studies by looking at the same information from different points of view, by examining the underlying ethical principles of an issue, by looking for patterns and trends, by discovering and pondering unanswered questions, by stating the rules that apply to concepts, by looking at details, and by

learning to use language appropriate to each study.
- Students study the complexity of issues by understanding how different disciplines view the same event, by defining relationships between and over time, and by multiple and/or opposing viewpoints.
- Students may study overarching themes (e.g. power, change) as they apply to social studies and interdisciplinary units.
- Study of the social sciences stresses the use of higher order thinking skills, including applying knowledge, analyzing information, synthesizing ideas, and evaluating outcomes using criteria; students also use creative thinking skills as well (such as redesigning and substituting).
- With the guidance of the classroom teacher student activities include multiple opportunities to pursue independent interests pursuant to their studies, including personal research.
- Students may be grouped according to interest and ability, within or across classes at the same grade level, in pairs or small groups.

- Secondary level offerings continue opportunities to be placed in honors and/or Advanced Placement classes, as well as concurrent higher education.
  - AP European History
  - AP Psychology
  - AP World History
  - AP U.S. History
  - AP Government
  - AP Economics

**Science -**

- Grades 4-12 GATE students are taught using a number of instructional strategies and activities to differentiate the content standards:

  - The State content standards are used as the foundation; students will acquire additional information through a variety of research techniques.
  - With the guidance of the classroom teacher students do independent research on topics of interest within a unit to motivate and deepen their understanding of the content.
  - Students, working in small groups or independently, use scientific method to perform experiments through a process that includes the application of observational and analytical skills.
  - Students, working in small groups or independently, develop their own experiments using the scientific method; this process allows them to apply the scientific method, to learn how to design experiments, and to understand how to record data and make and verify predictions.

- Students, working in small groups or independently, develop models or include technology as visual representations of concepts and processes.
- Students discuss in class or in small groups the connections among events and their relationships to each other.
- Students examine in class or in small groups the ethical principles of an issue by looking at the details, discussing the possible effects, defining the different viewpoints, pondering unanswered questions, and predicting future impact.
- Activities may include, but are not limited to, independent and group research, debate, independent and group experiments, computer simulations, and ethical studies.

- Grades 6-12 GATE students will have opportunities to be placed in:
  - Sciences 6-8, GATE
  - Biology, Honors
  - AP Biology
  - Chemistry, Honors
  - AP Chemistry
  - AP Computer Science
  - AP Physics

**Other Alternatives**

**Independent Learning Academy**

Independent Learning Academy teachers work individually with students to provide a personalized approach to each student's needs and learning style. Teachers provide assessments that accommodate a variety of learning preferences. The classroom environment is designed to engage students, foster discussion, and take advantage of the numerous possibilities that technology has to offer in the teaching and learning process.

**Career Tech Ed**

- Exploratory Engineering (8th Grade)
- Intro To Engineering (9-12th); Engineering Academy
- Business Academy (9-12th)
- Animation(9-12th)
- Armenian(9-12th)
- Speech(9-12th)
- Child Development(9-12th)
- Computer Assisted Design (CAD)(9-12th)
- Medical Careers Academy

In addition, BUSD staff will work with students to develop hybrid models of programs in order to meet the diverse needs of each student.

## SECTION 4: SOCIAL AND EMOTIONAL DEVELOPMENT

Burbank Unified School District supports the social and emotional development of intellectually gifted learners to increase responsibility, develop self-awareness, engender ethical behavior and assist other issues of affective development.

**Rationale:** Often the affective needs of intellectually gifted students are overlooked while educators and parents/guardians concentrate on their academic needs. Because gifted learners often respond to social and emotional factors in their lives differently than do their age mates (just as they respond differently to academic factors), educators and parents/guardians need to recognize and appropriately attend to those needs assuring balanced and simultaneous growth of cognitive and affective abilities.

**Standard (4.1):** Teachers, parents, administrators, psychologists/counselors, and students are provided with information and training regarding the characteristics of gifted learners and their related social and emotional development, and academic needs. Teachers incorporate learning techniques to support students' social emotional health in their classrooms.

**Rationale:** Teacher training and parent education do not typically offer specialized training needed to equip educators to recognize the characteristics of the gifted and to provide them support. Teachers, meeting with students on a daily basis, are in a position to be most effective in supporting healthy social and emotional behaviors. It is important that the district create teacher resources related to affective development in areas such as interpersonal skills, self-esteem, moral and ethical judgment and behavior, impulse control, and empathy. Counseling services by teachers, principals, and psychologists/counselors need to be an ongoing process.

**Key Elements:**

1. The GATE Program provides resources for all educators and parents/guardians including lists of affective traits of gifted students, guidelines for choosing appropriate classroom materials, and a list of available community resources to support the social and emotional needs of gifted students.

2. Teachers attend conferences for the gifted and/or district workshops to further their formal education regarding the education of gifted students, and develop an understanding of their social/emotional needs.

3. Site GATE coordinators will compile GATE core literature lists that emphasize the use of literature to support healthy social-emotional development of students.

4. Site GATE and Intervention staff use metacognitive strategies in the classroom which may include but are not limited to class meetings, conflict resolution, such as Second Step, reflective assessment, problem-solving lessons, and growth mindset strategies.

5. Workshops conducted by the GATE coordinator and GATE teaching staff provide information to parents about the special social-emotional needs of gifted learners.

6. Appropriate GATE experts provide training regarding the social and emotional needs (emotional intensity; stress; stress management) of gifted students for all staff and support personnel

7. Students will be encouraged to attend meetings to discuss and learn about their own social-emotional development and various personal/social skill strategies. Opportunities will be made for students to engage in this process during the school day.

8. School site administrators are encouraged to explore possible alternative activities during unstructured time (i.e. lunch, recess) for GATE students who are considered to be introverts.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 4.1.A: | share resources and information about the social and emotional traits and characteristics of GATE students regularly with GATE teachers, parents and family members. | Local or regional expert(s) on social/ emotional characteristics of GATE students, or qualified BUSD staff, lead parent sessions at annual GATE conference and at bi-monthly GAC meetings | District GATE Coordinator | (twice during the year for GAC meetings)<br><br>October 15, 2016 GATE Conference |
| 4.1.B: | make available a core literature list of material that emphasize the use of literature to support healthy social-emotional development of students. | Core literature list posted in area of BUSD GATE web site. | District GATE Coordinator | December 15, 2016 |
| 4.1.C: | encourage GATE teachers and administers to further their education on social and emotional needs of GATE students via outside relevant conferences and workshops. | All elementary and secondary GATE teachers and administrators are provided with relevant information regarding at least 2 outside events that are relevant to their school or classroom programs | District GATE Coordinator | Ongoing |
| 4.1.D: | provide GATE students with opportunities to learn about their unique social /emotional needs. | There will be at least one workshop per-year, where all GATE students (grades 4-8) will be invited to learn more about their social and emotional needs | District GATE Coordinator | Annually |
| 4.1.E: | inform Advanced Placement and Honors students about how to self- monitor for anxiety and stress, and to provide resources for them to access. | Meeting Notices/Flyers, Agenda, Minutes | District GATE Coordinator, Site GATE Coordinators | Begin Spring 2018, Annually |

| | | | | |
|---|---|---|---|---|
| 4.1.F: | begin discussions with school site administrators to examine alternative recess options for introverted GATE students. | Each elementary and middle school site administrator will share (with the District GATE Coordinator) what options they have considered. District GATE coordinator will present site reports to GAC in November, 2016 | Site Principals;<br><br>District GATE Coordinator | Begin Spring 2018 |

**Standard (4.2):** Guidance and counseling services appropriate to the social and emotional needs of gifted students are provided by trained personnel. Teachers and guidance personnel are trained to collaborate in implementing intervention strategies for all intellectually gifted students. Ongoing counseling services are offered and documented, as appropriate.

**Rationale:** Intellectually gifted learner's advanced intellectual development can make it more difficult to diagnose at-risk behaviors. Teachers are trained in content and pedagogy. There are limits to what can be expected of teachers regarding the guidance and counseling of students. Studies and experience demonstrate that gifted learners are at higher risk for suicide, depression, stress, underachievement, perfectionism, and substance abuse than their age peers. Early intervention is crucial. To be most effective, teachers and counselors must collaborate with one another.

**Key Elements:**

1. As funding becomes available, counseling groups for students exhibiting specific-needs are scheduled as needed by school counselors and psychologists for GATE students, and are made available to other sites as requested.
2. Referral services to community resources are made when appropriate.
3. Teachers and support personnel are included in all plans for student support.
4. Records are established and kept to track service and progress.
5. Referral procedures are established at individual school sites.
6. Intervention plans meet social and emotional needs through a variety of strategies including behavior contracts, flexible scheduling, school-based services with the support of the GATE coordinator and referral to outside counseling services.
7. The GATE Master Plan provides for access to a designated GATE expert with specialized training in GATE education and the student's social-emotional needs.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District Goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 4.2.A: | train counselors in the unique social and emotional needs of GATE students, and inform them of referral options. | One secondary counselor meeting scheduled to focus on how they can work with intervention specialists and identify GATE students who may need further assistance | Director, Secondary Education; Secondary Counselors; | Spring, 2018; Every other year |

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|---|---|---|---|---|
| 4.2.B: | train Intervention Specialists in the unique social and emotional needs of GATE students, and inform them of referral options. | One elementary and one secondary Intervention Specialists' scheduled to focus on how they can work with intervention specialists and identify GATE students who may need further assistance | Director, Safety and Student Services Elementary and Secondary Intervention Specialists | Spring, 2018; Every other year |
| 4.2.C: | identify a GATE Social and Emotional Expert to access for support and guidance by teachers, support staff, and parents. | District GATE Coordinator has access information to expert who can be available for consultation | District GATE Coordinator | Spring, 2018 |
| 4.2.D: | decrease the number of GATE students receiving Us or Ns by at least 2% overall. | Currently, 16% of all identified students are receiving at least one U or N. A review of marks each semester or Trimester should indicate a 2% decline in this statistic. | District GATE Coordinator<br><br>Classroom Teachers<br><br>Support Staff | Annually |

**Standard (4.3):** Intellectually gifted students are provided awareness opportunities of career and college options and guidance consistent with their unique strengths.

**Rationale:** One of the goals of gifted education is to assist students in becoming autonomous learners, which includes becoming good decision makers. Gifted learners are frequently multi-talented, which can make career decision-making difficult.

**Key Elements:**

1. Internships are available through the Career Technology Education Program.

2. As they become available, the District will also provide job shadowing opportunities.

3. Gifted students are encouraged to participate in college information nights provided by the district, which includes scholarship information.

4. National/regional/state talent search material is advertised and provided through the GATE Program (PSAT, SCAT testing, ACT, Johns Hopkins).

5. Concurrent enrollment through the Glendale Community College (GCC) and Los Angeles Valley college (LAVC) is available.

6. Provide GATE students with information on unique characteristics and challenges of GATE students in college and career, including emotional intensity; stress; stress management.

7. Students are provided access to technological applications in goal setting for students such as "*Thrively"* and "*Get Focused, Stay Focused."*

**Actionable Items:**

| Item | Description<br><br>***The District Goal is to:*** | Achievement Marker | Responsibility | Timeline |
|---|---|---|---|---|
| 4.3.A: | inform High School GATE students about access to the Career Technology Education Program, the Work Based Learning Program, as well as information about dual enrollment in GCC or LAVC. | Counselors have met with HS 9th and 10th grade GATE students and shared this information with them | High School Counselors | Annually |
| 4.3.B: | invite GATE students to participate in College information night events. | College Information night Information sent home to parents | High School Counselors | Annually |
| 4.3.C: | provide GATE students' parents with access to information about early college entrance programs and talent searches offered through programs such as Educational Testing Services (ETS) and Johns Hopkins University. | Information shared at GAC meetings and provided via GATE parent distribution list | District GATE Coordinator | Ongoing |

## SECTION 5: PROFESSIONAL DEVELOPMENT

The Burbank Unified School District provides professional development opportunities related to gifted education to administrators, teachers, and staff to support and improve educational opportunities for gifted students.

**Rationale:** College and university programs preparing general education teachers, administrators, school counselors, and other school personnel seldom include significant learning opportunities about gifted students. Unless districts provide professional development opportunities, school personnel are unlikely to have the knowledge or skills to develop appropriate educational experiences for intellectually gifted learners. Without such knowledge, research finds that teachers, administrators, and counselors often have a tentative attitude toward gifted learners, fail to appropriately modify their curriculum or instruction, and generally under challenge the atypical needs of GATE students. As a result, given their potential intellectually gifted learners have the highest percentage of underachievement of any group of students.

However, research also shows that when the needs of the gifted students are considered and the educational program is designed to meet these needs, these students make significant gains in achievement. For many GATE students their sense of competence and well-being is restored. It is not only gifted students who gain; in fact, it has been found that successful gifted programs improve the climate and quality of the educational experience for the school as a whole. *(Adapted from Davis Joint Union School District)*

**Standard (5.1):** The professional development opportunities are correlated with the California Standards for the Teaching Profession (CSTP's) as well as the California Association of the Gifted (CAG) recommended standards for GATE programs. The focus each year is based on a teacher and program needs assessment and an analysis of the evaluations turned in at workshops. In-service is provided by those who specialize in the area of gifted education.

**Rationale:** There is a body of knowledge and skill that teachers need to be effective with gifted learners. A needs assessment of the teachers and other school personnel who work with gifted learners will give the direction needed for the planning of professional development opportunities in regard to these identified issues. Full staff development opportunities on many of these areas of understanding will create support for the GATE program in the district.

**Key Elements:**

1. There is a district-wide expectation for differentiation in all classrooms.
2. District-wide training in differentiation is ongoing.
3. District workshops on differentiating the curriculum are provided by District and other personnel for all teachers on an annual basis.
4. All BUSD teachers are encouraged to attend District, local, and regional "gifted" conferences, as well as participate in District GATE in-services.

5. All GATE teachers are expected to participate in annual professional development experiences that are specific to the instruction and engagement of Intellectually Gifted students.

6. Teacher coaching and professional development is supported by designated GATE funds.

7. BUSD provides the following in-service options using Professional Development days, collaboration time, and/or release time for teachers:

    - a knowledge-based foundation in the theoretical, historical, and research-based constructs central to understanding individual differences and their manifestation in policies that also emphasize key issues and societal and economic factors that impact the development of intellectual talent

    - an understanding of how gifted learners are different from other learners in respect to characteristics, atypical developmental trajectories, interpersonal/personal development, and idiosyncratic ways of learning

    - an understanding of how added differences for gifted students result from cultural background, poverty, and learning problems that sometimes accompany giftedness

    - an understanding of how to use instructional strategies and instructional planning to emphasize pedagogical approaches that have been found effective with gifted learners, including those from diverse backgrounds. This includes the importance of using appropriate management strategies including assistive technology to respond to the exceptional student learning needs

    - learning environments for the intellectually gifted that include contexts for learning personal, social, and intellectual skills

    - learning environments for the intellectually gifted that develop oral and written language and communication skills at appropriate levels of advancement, using appropriate technologies

    - a focus on materials necessary to differentiate curriculum appropriately for gifted learners, which includes learning plans, units, and scope and sequence documents that use different domains and students differences

    - a clear explanation of the knowledge and skills essential for both identification of gifted learners, including the use of multiple measures for finding underrepresented populations, as well as the knowledge and skills needed to assess learning in programs

    - a focus on the professional and ethical practices for relating to students and other individual stakeholders in gifted education, in ways which challenge teachers to strive for continuous improvement through professional development and reflection on practice

    - an emphasis on collaboration and provisions of time with colleagues to develop programs for

these gifted students and with families, school personnel, and interested community groups

8. Teachers are provided with information about opportunities to attend classes on the topics of Differentiation in the Regular Classroom, Social and Emotional Needs of Gifted Students, and Identifying and Serving the Diverse Gifted Student.

9. A resource library (electronic and print) of current research and materials on teaching, parenting, and being a gifted child is available in the District Instructional Services Department.

10. District professional growth hours for salary schedule advancement and requisite continuing education to meet certain credential requirements be made available via GATE professional development training (via appropriate credentialing and university course completion requirements).

11. Teachers of GATE classes participate in on-going staffdevelopment, at least four hours every other year. The District will maintain a database of participants and offerings.

12. Discussion of relevant journal articles; evaluation of what is working and what is not working; problem-solving shared concerns; and, some issues of concern about gifted students and what may help, are topics covered at in-service meetings.

13. Information, support, and materials are shared with regular classroom teachers trying to meet the needs of the gifted students in their classes.

14. Evidence that information learned at district professional development trainings is applied to practice in the classroom. To this end, the District has a standard non-evaluative GATE observational "Walk-Through" instrument (See Appendix E), to provide supportive feedback to the site and district coordinators and teachers.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 5.1.A: | require professional development for all teachers in academic strategies, and/or content matter, to meet the needs of GATE students. | Calendar of Professional Development, Agendas, Minutes | Assistant Superintendent, District GATE Coordinator, Site Administrators | Every other year |
| 5.1.B: | require a full-day professional development session for all new GATE teachers. | Training executed; participants surveyed; survey results shared with GATE Master Planning Committee and GAC. | District GATE Program Coordinator | Annually |
| 5.1.C: | require a training for HS Honors and AP teachers. | Training executed; participants surveyed; survey results shared with GATE Master Planning Committee and GAC. | District GATE Program Coordinator | Annually |

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|---|---|---|---|---|
| 5.1.D: | facilitate the articulation and coordination of programs between GATE teachers at a site. | Each school's GATE teachers have formally met and addressed the cross-grade needs and challenges of their students and programs | Site Principals; Site GATE Coordinators | Annually |
| 5.1.E: | facilitate the articulation and coordination of programs between sites to develop continuity across the district. | GATE teachers from different schools will have been provided with two hours of cross-school (same grade level) collaboration time | District GATE Coordinator | Every other year |

**Standard (5.2):** An experienced and knowledgeable coordinator is in place. Administrators, counselors, and support staff are provided opportunities for professional development related to their roles and responsibilities.

**Rationale:** Teachers of intellectually gifted students should have access to high quality research based professional development and time to work collaboratively with colleagues to plan and prepare instruction.

**Key Elements:**

1. Teachers who teach in GATE classrooms are expected to be committed to on-going education and training about the cognitive, social, and emotional needs of gifted students.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District Goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 5.2.A: | work with site administrators to incorporate site professional development into their site plans. | Records of plans and professional development | Site Administrators<br>District & Site GATE Coordinators | Annually |
| 5.2.B: | provide at least four hours of professional development for administrators every other year. | Records of plans and professional development | Assistant Superintendent, District GATE Coordinator<br>Site GATE Coordinator | Every other year |
| 5.2.C: | provide long term subs responsible for GATE classrooms with professional development. | Records of trainings | District GATE Coordinator | Begin Fall 2017, continue as a practice |

## SECTION 6: PARENT, FAMILY, AND COMMUNITY INVOLVEMENT

Parents and family members of students in the GATE program are kept apprised of all aspects of the program, at the District and site levels, and are actively encouraged to participate in the program's oversight and governance.

**Rationale:** Parent involvement is a critical aspect of the GATE program's effectiveness. Effective programs have GATE parents involved in the on-going planning and evaluation of the GATE program and ask them to assist with business and community outreach.

**Standard (6.1):** Parents are well informed through regular means of communication on all aspects of the GATE program.

**Standard (6.2)**: Parents are encouraged to participate at both the site and District level.

The GATE Program/Master Plan, identification criteria, and placement procedures and annual review are available on the district website.

**Key Elements: The District will:**

1. maintain information on the district's website about procedures, schedule of deadlines, test dates, orientation dates, meeting dates and general information regarding the GATE program.

2. provide information about third grade testing and the District GATE informational meeting that will occur before testing to parents of all third graders.

3. will assist teachers in maintaining communication with parents regarding Curriculum and activities that meet the needs of the GATE students by utilizing the District GATE Coordinator and Site GATE Coordinators.

4. provide parent meetings about educational opportunities on topics relevant to the GATE program including testing, talent search programs, social/emotional development of intellectually gifted children, working with the teachers, etc.

5. at regular intervals, formally evaluate or conduct surveys of students, teachers, and parents/guardians, and use the disaggregated data for the evaluation and modification of the GATE program.

6. accumulate and display student work to share students' growth and achievement.

7. encourage specific talents through a variety of competitions and exhibits.

8. use community members as practitioners, artists in residence, and other experts to extend resources and enrich the differentiated curriculum.

9. encourage members of civic organizations to be advocates for the gifted program.

10. update and disseminate a GATE program guide regarding GATE program options, guidelines, and frequently asked questions. This will also be available on the district website.

11. encourage parents to participate in Site GATE meetings and District GATE PAC meetings.

12. encourage school sites to provide monthly GATE meetings for the parents to communicate with the Site GATE Coordinator and/or the Principal.

13. provide translations as required.

**Actionable Items:**

| **Item** | **Description**<br><br>***The District Goal is to:*** | **Achievement Marker** | **Responsibility** | **Timeline** |
|---|---|---|---|---|
| 6.1.A: | update information in the GATE area of the District web site. | All posted information is current, relevant, and easily accessible to the viewer | District GATE Coordinator | Ongoing |
| 6.1.B: | to hold monthly GATE Advisory meetings for a variety of purposes, including: to disseminate information, conduct business and provide parent education. | Meetings scheduled, information sent home to parents, and to staff, and meetings held; minutes published on District web site (in GATE area) | Assistant Superintendent Instructional Services | Ongoing |
| ~~6.1.B:~~ | ~~Hold bimonthly monthly GATE Advisory Committee Meetings.~~ | ~~Meetings scheduled, information sent home to parents, and to staff, and meetings held; minutes published on District web site (in GATE area)~~ | ~~District GATE Coordinator~~ | ~~Ongoing~~ |
| ~~6.1.C:~~ | ~~host an annual GATE conference~~ | ~~Copies of flyers, calendars and conference agendas~~ | ~~District GATE Coordinator~~ | ~~Annual~~ |
| 6.1 ~~D~~ C | increase awareness of opportunities, such as competitions and activities, and exhibits. | Copies of flyers and calendars | District GATE Coordinator<br>Site GATE Coordinator | Ongoing |
| 6.1.~~E~~:D | require site GATE Orientations be held at every elementary and middle school. | Events scheduled, information sent home to parents, and events held | Site GATE Coordinators | End of September , 2016 |
| 6.1.~~F~~:E | prepare a GATE FAQ sheet. | Document drafted and published on District web site | District GATE Coordinator | Fall, 2017 |

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|---|---|---|---|---|
| ~~6.1.G:F~~ | ~~Present bimonthly parent education on relevant and current topics in GATE education at GATE Advisory Meetings.~~ | ~~Relevant topics presented at GATE Advisory Committee Meetings~~ | ~~District GATE Coordinator~~ | ~~Monthly~~ |
| 6.1.~~H~~:F | include parent education activities and sessions at | Parent Education sessions held at annual GATE Conference | District GATE Coordinator | October, Annually |
| 6.1.~~I~~:G | administer an Annual GATE Survey. | Survey GATE students, parents, and staff on the quality and value of GATE programs | Assistant Supt.; District GATE Coordinator | End of May, Annually |
| 6.1.~~J~~:H | provide regular communication to parents, including non-English speakers, from District and school sites regarding parent involvement opportunities. | Copies of information provided to parents and translations | District GATE Coordinator | Begin Fall, 2017, continue as a practice |
| 6.1.~~K~~:I | develop systems that enable the school sites to begin the school year with an accurate and comprehensive email list of GATE parents. | Description of the process, a dedicated place in aeries for the email addresses | Assistant Supt.; District GATE Coordinator | Spring, 2018 |

## SECTION 7: PROGRAM ASSESSMENT

The District (annually) assesses the progress and quality of the GATE program, and provides the results of all assessments to parents, staff, and the Board of Education. The program assessment shall include the five components of the GATE Master Plan: identification, curriculum, social emotional needs, professional development, parent and family involvement.

**Rationale:** It is only through comprehensive review and analysis that those who are charged with implementing and supervising this program will develop a thorough understanding of its strengths and weaknesses, and know where improvement is needed.

**Standard (7.1):** The district provides ongoing student and GATE program assessment that is consistent with the program's philosophy, goals, and standards. All components of the BUSD program are periodically reviewed by individuals who are knowledgeable about gifted learners and who have competence in the evaluation process.

The assessment report for all educational services involving gifted students includes both commendations/strengths and recommendations/weaknesses of the program and is accompanied by a plan for improvement and renewal over time. The district allocates time, financial support, and personnel to conduct regular and systematic formative and summative program assessment.

**Key Elements:**

1. An annual review is conducted (by the GATE AC) of GATE program curriculum content, process, and products.

2. It is the site administrator's responsibility to supervise all GATE teachers, and ensure that GATE students receive a differentiated instructional program in the classroom.

3. Program components are periodically reviewed under the direction of the District GATE Coordinator and district and Site Administrators.

These include:

- a comprehensive look at assessment data, such as SBAC, grades, benchmark assessments.
- surveys of all stakeholders on the program's quality and value.
- classroom visits using Classroom Visit Tool, see appendix E.
- focus-groups and interview panels of students, parents, and teachers.
- reviewing master plan annually to ensure it remains relevant and aligned with best practices in gifted Learning and teaching.
- review of data for year to year comparison based on Program Assessment Chart in Appendix

**Actionable Items:**

| Item | Description<br><br>***The District goal is to:*** | Achievement Marker | Responsibility | Timeline |
|---|---|---|---|---|
| 7.1.A: | collect data on the five areas of the Gate Master Plan on an annual basis and review progress towards goals. | Report to the Board | District GATE Coordinator, GATEAC | Annually |
| 7.1.B: | review of all relevant assessment data to ascertain academic progress of GATE students. | Reports made to GAC and Board of Education on the academic achievement of GATE students during the school year | Assistant Supt. Instructional Services; District GATE Coordinator | Annually |
| 7.1.C: | support principals in the use of the Classroom Visit Tool to guide and support teachers in the area of differentiated instruction. | Principals have been trained on how to use the CVT to support teachers; CVT has been shared with all GATE teachers and have an awareness that it will be used for coaching and support | Assistant Supt. Instructional Services; District GATE Coordinator; Site Principals | Every other year |
| 7.1.D: | interview focus groups on their experience with the GATE program. | Interviews held with (1) elementary students, (2) secondary students (3) GATE parents, and (4) GATE teachers. Results shared with GAC and BOE annually. | Assistant Supt. Instructional Services; District GATE Coordinator; | Every other year |
| 7.1.E: | provide biannual (twice-a-year) progress reports to the GATE Advisory Committee from the District GATE Coordinator. | District GATE Coordinator reports out on the status of the GATE program (PD, student activities, student academic performance, identification statistics, parent involvement, Program Components and Data chart) to GATEAC. Report uploaded to the District web-site | District GATE Coordinator | Twice a year, annually |
| 7.1.F: | provide an annual (end-of-the-year) report from the Assistant Superintendent to the Board of Education regarding the progress in achieving and/or maintaining the goals of this GATE Master Plan. | Formal end-of-year Report (including survey results) on the status and activities included in the GATE Master Plan presented to the BOE | Assistant Superintendent, Instructional Services | Annually |

## SECTION 8: BUDGET

The District budget for the GATE program supports and provides for all components of the program and the related standards.

**Rationale:** Appropriate funding for the GATE program is required to ensure that intellectually gifted students receive the support they need in order to maximize their abilities. The GATE budget, prepared with input from the administration, GATE Advisory Committee, teachers, and Board of Education, is created so that there is correspondence between expenditures and items in the GATE plan in order to provide both accountability and integrity in the program.

It is the goal of the District to provide services in GATE classes, and to support all teachers with professional development, so that they can effectively differentiate in all classrooms. It is also the goal of the District to support teachers with professional development so that they can provide a challenging and appropriate curriculum for each type of gifted student in the general education classroom.

**Standard (8.1):** The District GATE budget is directly related to the GATE program objectives with appropriate allocations. GATE funds are used to address: Professional development, direct student services, district-level coordination, supplemental materials and supplies, communication with parents and families, District sponsored pull-out events, and GATE student identification.

A budget allocation for district GATE coordination by a single, full-time funded position reflects the scope and complexities of the district's size and GATE plan, although if funding is not available, a half time position would be a reasonable start.

A budget allocation for additional support at each grade span (elementary, middle school, high school) would cost approximately $80,000 per teacher. As funds become available, this could be allocated one teacher at a time with a goal of one teacher each for high school, middle school and elementary.

**Key Elements:**

1. **Funds are set aside for:**
    - district-level coordination, including the cost of the (1.0 /or .5FTE) GATE Coordinator ($123,500/$61,750 annually).
    - testing supplies and materials, scoring, and rescreening ($20K annually)
    - the annual preparation and implementation of the District sponsored GATE Pull-out programs ($10K annually).
    - the annual planning and implementation of professional development activities for staff ($10K annually).
    - The purchase of materials and books for the District GATE library ($5K annually).
    - (.2FTE) site based GATE coordinators at each middle school (60K annually) as funding permits.
    - 3 FTE site based GATE coordinators at each grade span (elementary, middle school, high school - $240, 000) as funding permits

**Actionable Items:**

| Item | Description<br><br>***The District goal is to:*** | Achievement Marker | Responsibility | Timeline |
|---|---|---|---|---|
| 8.1.A: | present a GATE professional development funding plan to Board of Education, as part of LCAP Goals. | LCAP presented for Board of Education Approval | Assistant Superintendent, Instructional Services | June, annually |
| 8.1.B: | maintain the District GATE Coordinator position and increase to 1.0 FTE as funds become available. | Action item in LCAP brought to Board of Education for approval. | LCAP Committee | Annually |
| 8.1.C: | maintain funding designated for GATE assessment. | Action item in LCAP brought to Board of Education for approval. | Assistant Supt. Instructional Services | Annually |
| 8.1.D: | maintain District GATE enrichment programs, such as: family education, pull outs and pop –ups. | Action item in LCAP brought to Board of Education for approval. | Assistant Supt. Instructional Services | Annually |
| 8.1.E: | maintain and increase funding for GATE professional development as funds are available | Action item in LCAP brought to Board of Education for approval. | Assistant Supt. Instructional Services | Annually |
| 8.1.F: | fund Middle School GATE Coordinators with .2 FTE as funding becomes available. | Action item in LCAP brought to Board of Education for approval. | Assistant Supt. Instructional Services | Annually |
| 8.1:G | fund materials and supplies for the District GATE library. | Develop Action Item in LCAP for Board approval | Assistant Superintendent Instructional Services | Annually |
| 8.1.H: | increase funding for site coordinator support as funding becomes available. | Increased staffing at each grade span (elementary, middle and high school) | Assistant Superintendent | TBD |

**Appendix A**

| Standards at a Glance |
|---|
| **Standard (1.1):** The GATE Master Plan includes an intellectual component for gifted students with objectives that meet or exceed State academic standards. |
| **Standard (1.2):** The District has processes in place that encourage participation in the District GATE program by underrepresented groups. Participation shall not be limited by problems of logistics, such as scheduling, attendance at a specific school site, or lack of translation services. |
| **Standard (1.3):** There will be an active and involved Advisory Committee (comprised of parents and staff) that will have detailed knowledge and awareness of all aspects of the GATE program, and have the ability to make recommendations about the program to District staff and the GATE community. |
| **Standard (1.4):** The GATE program will provide classroom groupings, determined by the site administrator, and structures appropriate for gifted education and available to all intellectually gifted learners. |
| **Standard (1.5):** The GATE program is articulated with the general education programs, is comprehensive, structured and sequenced between and across grade levels. |
| **Standard (1.6):** There is access to the GATE program for Twice Exceptional Students. |
| **Standard (1.7):** A District GATE Coordinator is designated and responsible for advising and coordinating all aspects of the program. |
| **Standard ~~(1.9)~~ (1.8):** Each comprehensive school site will have a Site GATE Coordinator, who is designated and responsible for advising and coordinating all aspects of the program at his/her school site. |
| **Standard ~~(1.10)~~ (1.9)**: Each grade span (elementary, middle school, high school) will receive additional coordinator support to ensure that all aspects of the GATE Master Plan are implemented. |
| **Standard (2.1):** The nomination/referral process for assessment to enter the GATE program is ongoing and includes students in grades 3-12. Students in grades 9-12 will be identified in order to support them with resources for academic success and social emotional health. |
| **Standard (2.2):** All children are eligible for the assessment process regardless of socioeconomic, linguistic or cultural background, and/or disabilities. |
| **Standard (2.3):** The District establishes and implements research based assessment tools for searching for gifted students. All data are used to ensure equal access to program services. Participation in the program is based on the criteria of identification and is not dependent on the perception of a single individual. |

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| **Standard (2.4):** The GATE Coordinator actively searches for referrals among underrepresented populations. Referrals are sought from classroom teachers, principals, counselors and parents using the HOPE Nomination Scale. |
| **Standard (2.5):** Students may be nominated for GATE testing more than once throughout their tenure in the District, but may be tested only once per calendar year. |
| **Standard (2.6):** Training in the identification of potential GATE students is appropriate for administrators, teachers, support personnel, and parents. |
| **Standard (2.7):** The District maintains data on nominees and includes this information when considering reassessing students who have been referred more than once. |
| **Standard (2.8):** Parents and teachers are notified of a student's eligibility for program placement and are informed of the appeal process. |
| **Standard (2.9):** Transfer students are considered for identification and placement in a timely manner. |
| **Standard (2.10):** Once identified, a student remains identified as a gifted student in the district, though services to individuals may vary from year-to-year. If a GATE student attends an alternative school setting, the District Coordinator will work with the school site staff to ensure appropriate services. |
| **Standard (2.11):** Upon parent request, the District will provide identification information that the parent may take to a new school or district. |
| **Standard (3.1):** Differentiated curriculum is in place that responds to the needs, abilities, and interests of intellectually gifted students. Curriculum should facilitate the ability of each student to meet and exceed the core curriculum standards. |
| **Standard (4.1):** Teachers, parents, administrators, psychologists/counselors, and students are provided with information and training regarding the characteristics of gifted learners and their related social and emotional development, and academic needs. Teachers incorporate affective learning techniques to support students' social emotional health in their classrooms. |
| **Standard (4.2):** Guidance and counseling services appropriate to the social and emotional needs of gifted students are provided by trained personnel. Teachers and guidance personnel are trained to collaborate in implementing intervention strategies for all intellectually gifted students. Ongoing counseling services are offered and documented, as appropriate. |
| **Standard (4.3):** Intellectually gifted students are provided awareness opportunities of career and college options and guidance consistent with their unique strengths. |
| **Standard (5.1):** The professional development opportunities are correlated with the California Standards for the Teaching Profession (CSTP's) as well as the California Association of the Gifted (CAG) [see reference in Appendix H] recommended standards for GATE programs. The focus each year is based on a teacher and program |

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| needs assessment and an analysis of the evaluations turned in at workshops. In-service is provided by those who specialize in the area of gifted education. |
| **Standard (5.2):** An experienced and knowledgeable coordinator is in place. Administrators, counselors, and support staff are provided opportunities for professional development related to their roles and responsibilities. |
| **Standard (6.1):** Parents are well informed through regular means of communication on all aspects of the GATE program. |
| **Standard (6.2)**: Parents are encouraged to participate at both the site and District level. |
| **Standard (7.1):** The district provides ongoing student and GATE program assessment that is consistent with the program's philosophy, goals, and standards. All components of the BUSD program are periodically reviewed by individuals who are knowledgeable about gifted learners and who have competence in the evaluation process. |
| **Standard (8.1):** The District GATE budget is directly related to the GATE program objectives with appropriate allocations. GATE funds are used to address: Professional development, direct student services, district-level coordination, supplemental materials and supplies, communication with parents and families, District sponsored pull-out events, and GATE student identification. |

## Appendix B

| Action Items at a Glance<br>***The District Goal is to:*** | |
|---|---|
| 1.1.A: | train teachers to evaluate and modify the content standards for appropriate depth and complexity, and – when necessary – for acceleration at GATE teacher articulation meetings. |
| 1.1.B: | implement the modifications of the content standards for the purposes listed in 1.1.A. |
| 1.1.C: | indicate participation in the GATE program on both elementary and middle school report cards. |
| 1.1.D: | create a comprehensive curriculum guide for grades K-3, 3-5, and 6-12 that includes effective instructional practices and socio-emotional supports for intellectually gifted students. It will be distributed to sites and Site GATE Coordinators, who will receive training on its use and implementation. |
| 1.1.E: | facilitate teacher collaboration and design of interdisciplinary units of instruction. |
| 1.1.F: | encourage the implementation of interdisciplinary units in the GATE classrooms. |
| 1.1.G: | explore different models, including acceleration, of GATE program design and delivery. |
| 1.2.A: | implement a GATE identification process for identification that will more equitably identify students from underserved groups. |
| 1.2.B | work towards a proportional representation in the GATE program of the District's demographics. Special "*Search and Serve*" efforts are placed on the analysis of student records such as test scores, to locate at-risk students and students new to the district to be screened for placement in the GATE Program. Students demonstrating evidence of giftedness are not excluded from testing or placement in the program based on specific factors such as: socioeconomic status, ELD status, or special education status. |
| 1.2.C: | implement sound methods to increase students' success in the GATE program, given the known achievement gap of underrepresented students in the nation, in California, and in Burbank |
| 1.2.D: | provide high school students with the opportunity to be assessed for GATE in order to be monitored more closely for social emotional well-being, and to be provided with information on giftedness and academic planning. |
| 1.3.A: | create site based User Groups for Parents and GATE Teaching staff –in order to distribute GATE Advisory Council Meeting agenda and minutes. |
| 1.3.B | Hold monthly GATE Advisory Council (GAC) Meetings. |
| 1.3.C: | select a site-based parent representative, who will serve as a liaison to the GATE PAC. |

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| 1.6.A | host a regional expert on Twice Exceptional Students to discuss the needs of students with Administrators and with parents at the GAC meeting at least once every other year. |
| 1.6.B | conduct articulation meetings between elementary / MS GATE Teachers; and MS GATE Teachers and HS Honors Teachers. |
| 1.6.C | research best practices on how to effectively support underperforming GATE students. |
| 1.7.A: | prepare an annual Master GATE Calendar for each school year. |
| 1.7.B: | schedule all GATE PD and training activities for each school year. |
| 1.7.C: | evaluate the District GATE Program Coordinator on an annual basis. |
| 1.7.D: | prepare, plan, and offer annual District GATE events. |
| 1.7.E: | host an Annual GATE Conference. |
| 1.7.F: | conduct two separate District GATE orientation meetings for elementary and secondary parents (translation provided in Armenian and Spanish). |
| 1.7.G | establish a District GATE Library at the District office. |
| 1.9.A | Provide more site coordinator support at all levels as funding becomes available |
| 2.1.A: | distribute HOPE Nomination forms sent to school sites. |
| 2.1.B: | conduct a 3-12$^{th}$ Grade GATE Parent Program and Identification Orientation meeting for interested parents before the assessment window begins. |
| 2.1.C: | send letters home to parents re: explanation of the GATE nominating process (grade 4-12). |
| 2.1.D: | return all GATE Assessment Nomination forms (4-12) to District GATE Coordinator. |
| 2.1.E: | meet at least twice each year with the ELD and Special Education Coordinators, Title I Coordinators and Intervention Specialists to address the extent to which English Learner, Special Education and Socioeconomically disadvantaged students are being serviced in the GATE program. |
| 2.1.F: | establish a GATE Identification Committee consisting of both site and District staff for appeals. |
| 2.1.G: | develop a pre-identification observation tool. |
| 2.1.H: | consider the practice of clustering potential GATE students in grades TK – 3. |

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| 2.1.I: | develop uniform criteria for the placement of "space available" students. |
| 2.3.A: | inform all Principals, Support Staff, and Teachers about the new nomination process, new assessment, and new appeals process. |
| 2.3.B: | administer the Screening tool of the CoGat-7 for all students in grade 3 and other nominated students in grades 4-12. |
| 2.3.C: | inform parents as to status of students, based on CoGAT-7 scores. |
| 2.3.D: | provide an opportunity for eligible (students new to the district or students who were not assessed during the regular school year) students to be assessed or re-assessed during the summer. |
| 2.4.A: | provide Spanish and Armenian translations of all GATE Identification information and forms that are sent home. Every effort will be made to provide translation into other languages, when necessary. |
| 2.4.B: | begin outreach to underserved populations at Title 1 Schools. |
| 2.4.C: | grow identification of ELs to at least 2% and students receiving SPED services to at least 4%. |
| 2.4.D: | present GATE program information to parents at Title 1 DAC, Special Education DAC, and DELAC meetings. |
| 2.6.A | Train staff in the identification of potential GATE students. |
| 2.7.A: | review site and district data on potential GATE students with risk-factors. |
| 2.8.A: | inform teachers, counselors, and administrators of the appeals process and alternate assessment instrument. |
| 2.8.B: | inform parents of the appeals process and alternate assessment instrument. |
| 2.8.C: | inform parents of GATE assessment results from the CoGAT-7 instrument. |
| 2.8.D: | review parent appeals and notify parents of appeal status. |
| 2.9.A: | review student records of incoming transfer students referred to District GATE Coordinator by Student Services Department and school sites. |
| 3.1.A | provide training at least every other year on the GATE program for Principals and Assistant Principals with responsibility for the program implementation. |

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| 3.1.B: | provide all GATE teachers and site administrators with the rubric that illustrates the continuum of quality regarding the five key elements of instructional differentiation for students. |
| 3.1.C: | require each elementary and middle school to provide a description of how students are placed in GATE classes and how instructional differentiation is provided to GATE students to the District GATE Coordinator. |
| 3.1.D: | require Principal observations of GATE classes using the GATE Walk-Through instrument; and feedback meetings with GATE teachers. |
| 3.1.E.a | provide District-wide grade level enrichment events for GATE students during school hours including, but not limited to, push-in activities and lunchtime activities. |
| 3.1.E.b: | Provide District-wide grade level enrichment opportunities for GATE students and/or families outside school hours, including after school activities and family night. |
| 3.1.F: | facilitate meetings with Assistant Superintendent, District GATE Coordinator and representatives (teachers and administrators) from both comprehensive High Schools. |
| 3.1.G: | inform parents and staff of the sequence of math courses offered in middle school and high school. |
| 3.1.H: | provide parents of GATE students with detailed information about the instructional and curriculum programs at their school. |
| 3.1.I: | decrease the number of underachieving GATE students receiving D's, F's, or 1's by at least 1% overall. |
| 3.1.J: | explore models in CA high schools that successfully incorporate student created learning plans. |
| 4.1.A: | share resources and information about the social and emotional traits and characteristics of GATE students regularly with GATE teachers, parents and family members. |
| 4.1.B: | make available a core literature list of material that emphasize the use of literature to support healthy social-emotional development of students. |
| 4.1.C: | encourage GATE teachers and administers to further their education on social and emotional needs of GATE students via outside relevant conferences and workshops. |
| 4.1.D: | provide GATE students with opportunities to learn about their unique social /emotional needs. |
| 4.1.E: | inform Advanced Placement and Honors students about how to self- monitor for anxiety and stress, and to provide resources for them to access. |
| 4.1.F: | begin discussions with school site administrators to examine alternative recess options for introverted GATE students. |

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| 4.2.A: | train counselors in the unique social and emotional needs of GATE students, and to inform them of referral options. |
| 4.2.B: | train Intervention Specialists in the unique social and emotional needs of GATE students, and to inform them of referral options. |
| 4.2.C: | identify a GATE Social and Emotional Expert to access for support and guidance by teachers, support staff, and parents. |
| 4.2.D: | decrease the number of GATE students receiving Us or Ns by at least 2% overall. |
| 4.3.A: | inform High School GATE students about access to the Career Technology Education Program, the Work Based Learning Program, as well as information about dual enrollment in GCC or LAVC. |
| 4.3.B: | invite GATE students to participate in College information night events. |
| 4.3.C: | provide GATE students' parents with access to information about early college entrance programs and talent searches offered through programs such as Educational Testing Services (ETS) and Johns Hopkins University. |
| 5.1.A: | require professional development for all teachers in academic strategies, and/or content matter, to meet the needs of GATE students. |
| 5.1.B: | require a full-day professional development session for all new GATE teachers. |
| 5.1.C: | require a training for HS Honors and AP teachers. |
| 5.1.D: | facilitate the articulation and coordination of programs between GATE teachers at a site. |
| 5.1.E: | facilitate the articulation and coordination of programs between sites to develop continuity across the district. |
| 5.2.A: | work with site administrators to incorporate site professional development into their site plans. |
| 5.2.B: | provide at least four hours of professional development for administrators every other year. |
| 5.2.C: | provide long term subs responsible for GATE classrooms with professional development. |
| 6.1.A: | update information in the GATE area of the District web site. |
| 6.1.B: | to hold monthly GATE Advisory meetings for a variety of purposes, including: to disseminate information, conduct business and provide parent education. |
| ~~6.1.B:~~ | ~~hold bimonthly GATE Advisory Committee Meetings.~~ |

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| ~~6.1.C~~ | ~~host an annual GATE conference.~~ |
| 6.1 ~~D~~ C | increase awareness of opportunities, such as competitions and activities, and exhibits. |
| 6.1.~~E:~~ D | require site GATE Orientations be held at every elementary and middle school. |
| 6.1.~~F:~~ E | prepare a GATE FAQ sheet. |
| ~~6.1.G: F~~ | ~~present bimonthly parent education on relevant and current topics in GATE education at GATE Advisory Meetings.~~ |
| 6.1.~~H~~: F | include parent education activities and sessions at annual GATE Conference. |
| 6.1.~~I~~: G | administer an Annual GATE Survey. |
| 6.1.~~J:~~ H | provide regular communication to parents, including non- English speakers, from District and school sites regarding parent involvement opportunities. |
| 6.1.~~K~~ I | Develop systems that enable school sites to begin the school year with an accurate and comprehensive email list of GATE parents. |
| 7.1.A: | collect data on the five areas of the Gate Master Plan on an annual basis. |
| 7.1.B: | review of all relevant assessment data to ascertain academic progress of GATE students. |
| 7.1.C: | support principals in the use of the Classroom Visit Tool to guide and support teachers in the area of differentiated instruction. |
| 7.1.D: | interview focus groups on their experience with the GATE program. |
| 7.1.E: | provide biannual (twice-a-year) progress reports to the GATE Advisory Committee from the District GATE Coordinator. |
| 7.1.F: | provide an annual (end-of-the-year) report (from the Assistant Superintendent, Instructional Services) to the Board of Education regarding the progress in achieving and/or maintaining the goals of this GATE Master Plan. |
| 8.1.A: | present a GATE professional development funding plan to Board of Education, as part of LCAP Goals. |
| 8.1.B: | maintain the District GATE Coordinator position. |
| 8.1.C: | maintain funding maintained for GATE assessment. |
| 8.1.D: | maintain District GATE enrichment programs, such as: family education, pull outs and pop – ups. |
| 8.1.E: | maintain and increase funding for GATE professional development program as funds are available. |

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| 8.1.F: | fund Middle School GATE Coordinators with .2 FTE as funding becomes available. |
| 8.1:G | fund materials and supplies for the District GATE library. |
| 8.1.H | increase funding for site coordinator support as funding becomes available. |

**Appendix C**

| District Data 2015-2016 | | Percentage of Whole | District Data 2016-2017 | Percentage of Whole |
|---|---|---|---|---|
| **Total Student 3-12** | 11678 | | 11836 | |
| **Total Student 3-12 Identified** | 1576 | 13% | 1565 | 13.00% |
| **Total EL** | 1354 | 11.60% | 1108 | 9.36% |
| **Total EL Identified** | 9 | 0.57% | 14 | 0.90% |
| | | -11.03% | | -8.46% |
| **Total 504** | 286 | 2.40% | 295 | 2.49% |
| **Total 504 Identified** | 47 | 2.98% | 54 | 3.45% |
| | | 0.58% | | 0.96% |
| **Total RSP** | 1021 | 8.70% | 894 | 7.55% |
| **Total RSP Identified** | 22 | 1.39% | 21 | 1.34% |
| | | -7.31% | | -6.21% |
| **Total Reclassified** | 2322 | 19.90% | 2269 | 19.17% |
| **Total Reclassified Identified** | 167 | 11% | 194 | 12.39% |
| | | -8.90% | | -6.78% |
| **Total SDC** | 400 | 3.40% | 311 | 2.63% |
| **Total SDC Identified** | 2 | 0.13% | 5 | 0.29% |
| | | -3.27% | | -2.34% |
| **Total DHH** | 26 | 0.22% | 16 | 0.14% |
| **Total DHH Identified** | 3 | 0.20% | 2 | 0.12% |
| | | -0.02% | | -0.02% |
| **Third Grade Only** | | | | |
| **Total Student 3** | 992 | | 1028 | |
| **Total Student 3 Identified** | 91 | 9.17% | 112 | 10.89% |
| **Total EL** | 167 | 16.83% | 165 | 16.05% |
| **Total EL Identified** | 4 | 4.39% | 7 | 6.25% |
| | | -11.99% | | -9.80% |
| **Total 504** | 18 | 1.81% | 20 | 1.95% |
| **Total 504 Identified** | 2 | 2.20% | 5 | 4.45% |
| | | 0.39% | | 2.50% |
| **Total RSP** | 50 | 5.04% | 61 | 5.93% |
| **Total RSP Identified** | 3 | 3.29% | 1 | 0.89% |
| | | -1.53% | | -5.04% |
| **Total Reclassified** | 69 | 6.96% | 66 | 6.42% |
| **Total Reclassified Identified** | 6 | 6.59% | 11 | 9.82% |
| | | -0.37% | | 3.40% |

| | | | | |
|---|---|---|---|---|
| **Total SDC** | 17 | 1.70% | 34 | 3.30% |
| **Total SDC Identified** | 0 | 0.00% | 0 | 0.00% |
| | | -1.70% | | -3.30% |
| **Total DHH** | 0 | 0.00% | 2 | 0.19% |
| **Total DHH Identified** | 0 | 0.00% | 0 | 0.00% |
| | | 0.00% | | -0.19% |

| **District Totals 2015-2016** | | **Elementary** | | **District Totals 2016-2017** | | **Elementary** | |
|---|---|---|---|---|---|---|---|
| **Disney** | 7 | 125 | 6% | **Disney** | 13 | 135 | 10% |
| **Edison** | 15 | 185 | 8% | **Edison** | 23 | 179 | 13% |
| **Emerson** | 38 | 212 | 18% | **Emerson** | 24 | 204 | 12% |
| **Jefferson** | 57 | 259 | 22% | **Jefferson** | 52 | 251 | 20% |
| **McKinley** | 10 | 128 | 8% | **McKinley** | 16 | 138 | 12% |
| **Miller** | 18 | 259 | 7% | **Miller** | 30 | 254 | 12% |
| **Providencia** | 3 | 129 | 2% | **Providencia** | 13 | 135 | 10% |
| **Roosevelt** | 53 | 223 | 24% | **Roosevelt** | 42 | 206 | 20% |
| **Stevenson** | 24 | 191 | 13% | **Stevenson** | 32 | 215 | 15% |
| **Washington** | 6 | 165 | 4% | **Washington** | 6 | 130 | 5% |
| **TOTALS** | **259** | **2122** | **12%** | **TOTALS** | **283** | **2076** | **14%** |

**3rd Grade Only**

| **District Totals 2015-2016** | | | | **District Totals 2016-2017** | | | |
|---|---|---|---|---|---|---|---|
| **Schools** | **Identified** | **Total** | **%** | **Schools** | **Identified** | **Total** | **%** |
| **Bret Harte** | 11 | 114 | 10% | **Bret Harte** | 16 | 101 | 16% |
| **Disney** | 2 | 53 | 4% | **Disney** | 8 | 70 | 11% |
| **Edison** | 6 | 86 | 7% | **Edison** | 11 | 85 | 13% |
| **Emerson** | 27 | 115 | 23% | **Emerson** | 6 | 86 | 7% |
| **Jefferson** | 17 | 115 | 15% | **Jefferson** | 21 | 119 | 18% |
| **McKinley** | 4 | 68 | 6% | **McKinley** | 8 | 65 | 12% |
| **Miller** | 4 | 115 | 3% | **Miller** | 12 | 116 | 12% |
| **Providencia** | 2 | 68 | 3% | **Providencia** | 8 | 62 | 13% |
| **Roosevelt** | 24 | 103 | 22% | **Roosevelt** | 12 | 100 | 12% |
| **Stevenson** | 11 | 88 | 13% | **Stevenson** | 14 | 118 | 12% |
| **Washington** | 2 | 67 | 3% | **Washington** | 2 | 54 | 4% |
| **TOTALS** | **110** | **992** | **11%** | **TOTALS** | **118** | **976** | **12%** |

**APPENDIX D:**

**District Calendar of GATE Events and Activities**

| | |
|---|---|
| **July** | Order CogAT Assessments for Spring |
| **August** | Summer Professional Development for Teachers as funding permits<br>Elementary GATE Parent Orientation<br>Middle School GATE Parent Orientation |
| **September** | GATE Advisory Council Meeting #1 (District Office Board<br>GATE Master Planning Committee Meeting Re: Implementation of the GMP |
| **October** | Fall Professional Development for Teachers as funding permits<br>GATE Advisory Council Meeting #2<br>GATE 101: Mandatory Training and Orientation for new GATE Teachers<br>Grade 5 GATE Pull-Out Event<br>Letters sent home re: Explanation of GATE nomination process for students in grades 4-12<br>Annual District GATE Conference<br>Mandatory PD/Training for all HS Honors and AP<br>GATE Master Planning Committee Meeting |
| **November** | GATE Advisory Council Meeting #3<br>Grade 6 GATE Pull-Out Event<br>Letters sent home to all 3rd Grade parents re: the GATE testing process<br>HOPE Nomination forms sent to school sites<br>Barnes & Noble Fall Readings Event<br>Parent Training on characteristics of GATE students |
| **December** | GATE Master Planning Committee Meeting<br>Elementary GATE Teacher Training: Optimizing Math Lessons for Advanced Elementary School Students<br>GATE Advisory Council Meeting #4<br>3rd Grade Parent GATE testing/ Program Information Night<br>Notices about the parent nomination process (for students in grades 4-11) are sent for publication in principals' newsletters.<br>Information about nominating students is sent for publicatio on the BUSD website. |
| **January** | GATE Testing Window<br>GATE Advisory Council Meeting #5<br>GATE Training: Topic TBD<br>Grades 4-11 nomination forms are due to the school administrator or the District GATE Coordinator prior by the end of the first school week in January.<br>GATE Training: "Advanced GATE Seminar " for all GATE teachers who have taken "GATE 101"<br>01/19/17 (Thursday): Grade 7 GATE Pull-Out Event (Location TBD) 8:00 - 3:00PM<br>01/26/17 (Thursday): GATE Master Planning Committee Meeting (District Office |

| | |
|---|---|
| | 3rd Floor Conference Room) 3:30 – 5:00 PM |
| **February** | GATE Advisory Council Meeting #6<br>GATE Training Seminar: Topics TBD Open To all Teachers.<br>Grade 8 GATE Pull-Out Event<br>GATE Master Planning Committee |
| **March** | GATE Advisory Council Meeting #7<br>Grade 4 GATE Pull-Out Event<br>GATE Master Planning Committee Meeting |
| **April** | GATE Advisory Council Meeting #8<br>Barnes & Noble Fall Readings<br>Letters sent home to parents whose students did and did not gain admittance to the GATE program via the CogAt-7 Assessment<br>GATE Training: Topics TBD Open to all Teachers<br>Meeting for Parents of Newly identified GATE Students<br>GATE Master Planning Committee Meeting |
| **May** | GATE Advisory Council Meeting #9- Final Report Given to Advisory Council. |
| **June** | Annual Report Given to Board of Education |

**APPENDIX E:**

**GATE CLASSROOM WALK-THROUGH FORM**

GATE PROGRAM—CLASSROOM VISITS

The purpose of this form is to provide feedback & support for instructional practices for Gifted Learners. *This form is to not to be used for individual teacher evaluations.*

School:_____ District/Site Coordinator:_____

Month: District/Site Administrator:_____

| **Characteristics of Effective Instruction for Gifted Learners:** | **Examples** | **Evidence of Practice** |
|---|---|---|
| 1. Addresses broad-based, issues, themes, or problems. | • Refers to themes or big ideas<br>• Relates learning to real-world situations<br>• Asks students to solve real-world problems connected to content<br>• Puts learning into relevant context for students | |
| 2. Integrates more than one discipline. | • Refers to how content is related to other disciplines<br>• Uses other disciplines as context for learning<br>• Uses other disciplines to help students make connections or see relevance | |
| 3. Gives choices to encourage independent thinking and learning. | • Uses tiered assignments<br>• May base choices on learning preferences or interests<br>• Uses menus<br>• Uses choice boards<br>• Independent Study | |
| 4. Focuses on products that are innovative and novel. | • Encourages mixed-media<br>• Encourages arts integration<br>• Encourages project-based learning<br>• Encourages alternatives to pencil and paper | |
| 5. Engage students in complex and abstract learning experiences that focus on higher order thinking skills. | • Uses Depth and Complexity icons, Content Imperatives, Bloom's Taxonomy, Webb's Depth of Knowledge and or William's Taxonomy to plan and/or build upon lessons | |
| 6. Has students engage in meaningful discussion around complex topics. | • Encourages peer-to-peer discussion<br>• Encourages academic argument/debate<br>• Encourage creative problem solving<br>• Encourages discussion of issues from multiple perspectives | |
| 7. Classroom practices build concepts of "Growth Mindset." | • Encourages student-teacher partnership<br>• Class functions as a team<br>• Community building evident<br>• General environment is supportive | |
| Summary/Comments:<br>Visit showed evidence of a(n)**__Well Developed___Adequately Developed Less Developed** GATE curriculum. | | |

**APPENDIX F:**

**PROGRAM COMPONENTS AND DATA ASSESSED**

| IDENTIFICATION | CURRICULUM | SOCI0-EMOTIONAL NEEDS | PROFESSIONAL DEVELOPMENT | PARENT/COMMUNITY INVOLVEMENT |
|---|---|---|---|---|
| % Male | Surveys | Surveys | Attendance #s | # attending GAC Meetings |
| % Female | Classroom Walkthrough Data | Focus Groups | # of Schools Represented | # attending Informational Meetings |
| % By School | Student Grades | Counselor Contact Data | #s of Staff Represented | # attending Pop-Ups |
| % SPED | Student Citizenship | Intervention Screen Data | # of Staff Attending Outside Conferences | # of schools represented at events |
| % EL | Student Test Data | | | # attending GATE Conference |
| % SED | | | | |
| # of Nominations Made By School | | | | |

**APPENDIX G:**

## GATE IDENTIFICATION PROCESS TIMELINE

**AUGUST**

- School Begins
- Parents of Identified Students attend district and school GATE meeting.

**SEPTEMBER-DECEMBER**

- Letters of explanation and teacher nomination forms are mailed to all 4th-11th grade teachers, counselors, parents, and administrators. Teachers in grades 3-8 are given HOPE Nomination Scale and begin to note any students who may be intellectually gifted.
- Parent meetings detailing the GATE identification process and what GATE is will be held in December.
- Site GATE Coordinators Collect Nomination Forms and sends them to the District GATE Coordinator.

**JANUARY**

- GATE testing occurs for all students in 3rd grade and nominated students grades 3-8.

**APRIL**

- Administrators, teachers, and parents are notified of GATE results.
- An informational meeting will be held for all parents of newly identified students.
- Appeals process begins

**MAY**

- All decisions about GATE identification are finalized for the next school year.

**APPENDIX H:**

**NOVICE TO EXPERT DIFFERENTIATION CONTINUUM MODEL**

| **Novice-to-Expert Continuum For Teacher Development in Differentiation**<br>From *Leading For Differentiation*, Tomlinson & Murphy 2015 | | | | |
|---|---|---|---|---|
| ***Element*** | Less Developed<br>**Well Developed** | | | |
| Environment | Flat affect with students evident<br><br>Fixed mindset evident<br><br>Few teacher-student connection evident | Student-awareness evident<br><br>Belief in the capacity of wider range of students evident<br><br>Connections with students evident | General emotional support for students evident<br><br>Growth mindset evident<br><br>Community-building evident | Student-teacher partnership evident<br><br>Growth mindset evident<br><br>Class functions as a team |
| Curriculum | Fact/skill based<br><br>Low goal clarity<br><br>Coverage-driven | Some emphasis on understanding<br><br>Some use of articulated goals<br><br>Some planning relevance | Understandings included<br><br>Generally clear vision of what students should know, understand, and be able to do<br><br>General attention to relevance | Understanding-focused<br><br>Clear vision to teacher and students of what students should know, understand, and be able to do<br><br>Planned for high relevance and for "teaching up" using depth, complexity, and acceleration |
| Assessment | *Of* learning<br><br>Low alignment with what you want students to know, understand, and be able to do<br><br>Fact/Skill-based | *For* learning<br><br>Better alignment with what you want students to know, understand, and be able to do<br><br>More emphasis on understanding | *For* learning<br><br>Tight alignment with what you want students to know, understand, and be able to do<br><br>Understandings often in the foreground | *For* and *as* learning<br><br>Authentic<br><br>Focused feedback and differentiated assessment |

| | | | | |
|---|---|---|---|---|
| Instruction | One size fits all, with little or no differentiation<br><br>Some alignment with state goals evident<br><br>Little student collaboration or movement | Choice as differentiation/reactive differentiation<br><br>General alignment with what you want students to know, understand, and be able to do<br><br>Some use of groups, often random or "ability"-based | Interest/learning profile emphasized<br><br>Clear alignment with what you want students to know, understand, and be able to do, with understanding emphasized<br><br>Some attention to flexible grouping and respectful tasks | Readiness emphasized<br><br>Clear alignment with what you want students to know, understand, and be able to do, with consistent emphasis on meaning making<br><br>Consistent flexible grouping and respectful tasks |
| Classroom Leadership and Management | Compliance focused<br><br>Rule-Oriented<br><br>Focused on managing kids | | | Philosophy Guided<br><br>Learning-Oriented<br><br>Student voice and responsibility prioritized<br><br>Focused on leading kids and managing routines |

**APPENDIX I:**

**HOPE NOMINATION SCALE**

Student Name/ID #: _____ Grade: _____ Date: _____

Date:_____Date of Birth:____Age:___Sex: _Male_____Female__ELL___SPED

**When rating students on each item below please think about the student *compared toother children similar in age, experience, and/orenvironment.***

Use the following scale to indicate how frequently you observe the traits and behaviors listedin items 1 –11.

**6 = always 5 = almost always 4 = often 3 = sometimes 2 = rarely 1 = never**

Please provide additional information concerning this child's potential:

| | 6 | 5 | 4 | 3 | 2 | 1 |
|---|---|---|---|---|---|---|
| 1. Performs or *shows potential* for performing at remarkably high levels. | | | | | | |
| 2. Is sensitive to larger or deeper issues of human concern. | | | | | | |
| 3. Is self-aware. | | | | | | |
| 4. Shows compassion for others. | | | | | | |
| 5. Is a leader within his/her group of peers. | | | | | | |
| 6. Is eager to explore new concepts. | | | | | | |
| 7. Exhibits intellectual intensity. | | | | | | |
| 8. Effectively interacts with adults or older students. | | | | | | |
| 9. Uses alternative processes. | | | | | | |
| 10. Thinks "outside the box." | | | | | | |
| 11. Has intense interests. | | | | | | |
| 12. Please indicate all content areas where the student shows talent.<br>Math Reading Creative Writing Social Studies<br>Science Foreign Language Arts Other _____ | | | | | | |

Please provide additional information concerning this child's potential:

_____

_____

Please note any circumstances which may hinder this child's potential:

_____

_____

**APPENDIX J:**

## GATE PARENT APPEAL FORM

**In order for your child to be considered for alternate identification, please fill out the following information. This information along with test scores, grades, student interview, and HOPE Nomination scales will be used by the Identification Committee to assess the need for further evaluation/assessment.**

Name of Child_____ Date of Birth_____

School_____ Grade_____

Name of Parent _____

Address:_____ Zip Code:_____

Telephone (Home):_____ (Cell):_____ (Work):_____

What are your main reasons for referring your child for possible GATE identification? Share your insights about his/her talents, abilities and learning needs. (Please Note: Teachers are expected to challenge **every student according to his/her abilities**. Therefore, a desire to have your child challenged is not a reason for GATE referral.)

How does your child perform in activities that involve higher level thinking skills, independent projects, problem solving methods, and competitions?

What additional information about your child would you like us to know? You may want to tell about an interest, award, and/or activity or you may want to share a special concern.

Indicate language(s) spoken at home_____ Any other language(s) spoken by your child_____

## CHARACTERISTIC BEHAVIOR SCALE

Study each behavioral trait listed below. Rank each observed behavior according to the frequency of occurrence as follows:

a. **Consistent** (i.e., always, regularly, day in and day out)
b. **Frequent** (i.e., often, usually, ordinarily)
c. **Seldom** (i.e., rarely, hardly ever, now and then)
**d. Never or Not Observed**

Indicate your choice by circling the appropriate letter. Please do not omit anyitem.

| DESCRIPTION OF BEHAVIORAL CHARACTERISTICS | | FREQUENCY | | | |
|---|---|---|---|---|---|
| 1. | Relishes situations which require complex problem solving. | a | b | c | d |
| 2. | Uses flexible approach to solution of problems. | a | b | c | d |
| 3. | Understands complicated concepts and relationships. | a | b | c | d |
| 4. | Possesses an unusual amount of general information for his/her age. | a | b | c | d |
| 5. | Has an advanced vocabulary for his/her age or grade level. | a | b | c | d |
| 6. | Uses imaginative figures of speech such as puns and analogies. | a | b | c | d |
| 7. | Exhibits seemingly new or original ideas. | a | b | c | d |
| 8. | Influences the activities of others. | a | b | c | d |
| 9. | Has a sense of humor. | a | b | c | d |
| 10. | Shows an understanding of concepts beyond his/her age level. | a | b | c | d |
| 11. | Demonstrates keen and insightful observations. | a | b | c | d |
| 12. | Self-disciplined. | a | b | c | d |
| 13. | Is able to articulate ideas fluently. | a | b | c | d |
| 14. | Maintains many hobbies/interests/activities. | a | b | c | d |
| 15. | Demonstrates imaginative thinking ability. | a | b | c | d |
| 16. | Possesses high degree of common sense. | a | b | c | d |
| 17. | Shows strong sense of right and wrong. | a | b | c | d |
| 18. | Works on projects and/or problems without adult supervision. | a | b | c | d |
| 19. | Remembers facts accurately without special effort. | a | b | c | d |
| 20. | Excellent and avid reader. | a | b | c | d |
| 21. | Combines ideas/materials in unique ways. | a | b | c | d |
| 22. | Does things his/her own way. | a | b | c | d |
| 23. | Organizes/coordinates the activities of peers. | a | b | c | d |
| 24. | Eager to try new activities. | a | b | c | d |
| 25. | Probes beyond “how” and “what” to the “why” in his/her questioning | a | b | c | d |
| 26. | Self-confident. | a | b | c | d |
| 27. | Creates products of unusual character or quality. | a | b | c | d |

Pick three of the characteristics and give short examples of specific behaviors or incidents.

| **Number** | |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

Revised 08/2016 Adapted From Fremont School District

**APPENDIX K:**

**ASSESSMENT INSTRUMENT INFORMATION**

**CogAT *7: Providing a Comprehensive View of Student Abilities***

The *Cognitive Abilities Test*™ (*CogAT*®) Form 7 is a multiple choice test published by Riverside Publishing. It is used to measure cognitive development among children. The CogAT-7 is often used to identify gifted children for admissions into gifted and talented programs across the United States. It was first published in 1968. The most current version of the CogAT, the CogAT Form 7, was published in 2011. The CogAT-7 has three independent batteries: Verbal, Quantitative, and Nonverbal.

These batteries measure the student's learned reasoning abilities in the three areas most closely related to success in school. Users can administer one, two, or all three batteries, depending on their needs and the needs of their students. Each battery has subtests that make use of three different test formats. Measuring with multiple formats rather than the same format on all items increases both the fairness and the validity of the scores students obtain.

It is important to note that the CogAT-7 is used with non-English speaking students due to its highly nonverbal format. In fact, the assessment changed from its previous version (Form-6) in order to accommodate English Language Learner (ELL) students. On Form 7, only one of the three tests on the Verbal Battery (Sentence Completion) and none of the items on the three Quantitative tests require comprehension of oral language-resulting in a more meaningful assessment of every student's reasoning ability. Third, items used on the new primary-level tests were selected from a larger pool of items that were specifically designed to be fair to EL children. Finally, the total testing time is slightly less compared to previous editions. For more information on the CogAT-7's accessibility for English Learners, please go to:
https://secure.riversidepublishing.com/products/cogAT7/ell.html

The CogAT-7 reflects the most current industry research in the measurement of cognitive abilities and learning styles. Lead author Dr. David F. Lohman, an internationally recognized abilities assessment researcher and winner of the National Association of Gifted Children's Paper of the Decade award, has built on the strengths of the assessment by introducing a variety of enhancements, including new item types, a reduced language load, an expanded instructor support package, multiple administration modes, and more. For further information, please go to:
http://www.hmhco.com/hmh-assessments/ability/cogat-7#overview-content2

**WISC-V: *Measuring a Child's Intellectual Ability***

The Wechsler Intelligence Scale for Children- Fifth Edition (WISC-V)
is an is an individually administered intelligence test for children between the ages of 6 and 16 inclusive that can be completed without reading or writing. This assessment, which is considered to be a reliable and valid measure of intelligence, is administered by a professional (school psychologist or licensed psychologist) and can take up to an hour or more to complete. For more information about the WISC-V please refer to:
http://www.pearsonclinical.com/psychology/products/100000771/wechsler-intelligence-scale-for-childrensupsupfifth-edition--wisc-v.html

**WNV*: for Linguistically and Culturally Diverse Groups***

Much like the WISC-V, the Non-Verbal Measures (WNV) is an individually administered test. It is considered to be a reliable and valid measurement of non-verbal intelligence. The WNV was specifically created for individuals from diverse linguistic groups, individuals with limited language skills, individuals who are deaf and hard of hearing,

individuals with language disorders, and the identification of gifted children from linguistically and culturally diverse populations. Like the WISC-V, the WNV is administered by a professional (school psychologist or licensed psychologist). The subtests can take up to 45 minutes to complete. For more information about the WISC-V please refer to:
http://www.pearsonclinical.com/psychology/products/100000313/wechsler-nonverbal-scale-of-ability-wnv.html

**APPENDIX L:**

**Additional Resources for Parents and Educators**

**California Association for the Gifted: Position Paper on Twice Exceptional Students**
http://c.ymcdn.com/sites/www.cagifted.org/resource/resmgr/docs/position16twicee.pdf

**National Association for the Gifted-CEC**
**Teacher Preparation Standards in Gifted & Talented Education**
http://www.nagc.org/sites/default/files/standards/NAGC-%20CEC%20CAEP%20standards%20%282013%20final%29.pdf

**National Association for the Gifted: Advanced Standards in Gifted & Talented Education**
http://www.nagc.org/resources-publications/resources/national-standards-gifted-and-talented-education/advanced-standards

**National Association for the Gifted: Advanced Standards in Gifted Education Teacher Preparation**
http://www.nagc.org/sites/default/files/standards/Advanced%20Standards%20in%20GT%20%282013%29.pdf

**CA State Board of Education**
**Recommended Standards for Programs for Gifted & Talented Students**
http://c.ymcdn.com/sites/www.cagifted.org/resource/resmgr/Docs/gate05standards(1).pdf

**California Association for the Gifted: Position Paper – Teacher Qualifications**
http://c.ymcdn.com/sites/www.cagifted.org/resource/resmgr/docs/position10tq.pdf

**California Association for the Gifted: Position Paper – High School Programs for Gifted Students**
http://c.ymcdn.com/sites/www.cagifted.org/resource/resmgr/docs/position18hs.pdf

**California Association for the Gifted: GATE Recommended Standards for Programs for Gifted and Talented Students**
http://c.ymcdn.com/sites/www.cagifted.org/resource/resmgr/docs/gate05standards(1).pdf

**Traits and Characteristics of Facilitators**
**(**https://www.sde.idaho.gov/academic/gifted-talented/files/manuals/Best-Practices-for-Gifted-and-Talented-Programs-Idaho.pdf)

**APPENDIX M:**

**ORGANIZATIONS, NETWORKS, AND ONLINE RESOURCES**

| | |
|---|---|
| **Council for Exceptional Children (CEC/TAG)**<br>1110 North Glebe Road, Suite 300 Arlington, VA 22201<br>Phone: 703-620-3660 Fax: 703-264-9494<br>www.cec.sped.org/ | **National Association for Gifted Children (NAGC)**<br>1707 L. St., NW, Suite 550 Washington D.C., 20036<br>Phone: 202-785-4268 Fax: 202-785-4248 www.nagc.org |
| **The National Research Center on the Gifted & Talented**<br>University of Connecticut 2131 Hillside Road, Unit 3007 Storrs, CT 06269-3007<br>Phone: 860-486-4676 Fax: 860-486-2900<br>www.gifted.uconn.edu/nrcgt.html | **World Council for Gifted and Talented**<br>Phone: 626-584-9751<br>370 S. Carmelo Avenue Pasadena, CA 91107 |
| **Gifted Child Today**<br>P. O. Box 8813 Waco, TX 76714-8813<br>Phone: 800-998-2208 Fax: 800-240-0333 www.prufrock.com | **Educational Leadership**<br>Association for Supervision & Curriculum Development<br>1703 N. Beauregard Street<br>Alexandria, VA 22311-1714<br>Phone: 800-933-2723 www.ascd.org |
| **California Association For the Gifted**<br>http://www.cagifted.org<br>PO Box 395 Lincoln, CA 95648<br>Phone: 916-209-3242 Fax: 916-988-5999<br>www.cagifted.org cagoffice@aol.com | **Roeper Review**<br>P. O. Box 329 Phone: 248-203-7321<br>Bloomington Hills, MN 48303-0329 www.roeperreview.org/ |
| **Greater Los Angeles Gifted Association**<br>http://www.giftedchildrenla.org | **Indiana Association For The Gifted**<br>Parent Guide to High Ability Education & Advocacy<br>http://www.iag-online.org/resources/IAG-Parent-Guide-12-11.pdf |
| **Supporting the Emotional Needs of the Gifted SENG**<br>www.SENGifted.org | **Center for Talented Youth - Johns Hopkins**<br>Summer Programs & On line classes<br>http://cty.jhu.edu/ |
| **Association for the Education of Gifted Underachieving Students**<br>www.aegus1.org/ | The Association for the Gifted (TAG)<br>www.cectag.org |
| Hoagies' Gifted Education Page<br>www.hoagiesgifted.org | Center For Gifted Studies and Talent Development, Ball State University http://cms.bsu.edu/Academics/CentersandInstitutes/GiftedStudies.aspx |
| National Research Center on the Gifted and Talented<br>www.gifted.uconn.edu/NRCGT/html | Neag Center for Gifted Education and Talent Development, University of Connecticut www.gifted.uconn.edu |
| Johns Hopkins Center for Talented Youth (CTY)<br>www.cty.jhu.edu | Duke University Talent Identification Program (TIP)<br>www.tip.duke.edu |
| Stanford University's Education Program for Gifted Youth (EPGY) www.epgy.stanford.edu | Northwestern's Center for Talent Development (CTD)<br>www.ctd.northwestern.edu |

| | |
|---|---|
| Center for Gifted Education at the College of William & Mary www.cfge.wm.edu | Purdue University's Gifted Education Resource Institute (GERI) www.geri.soe.purdue.edu |
| University of Iowa Center for Gifted Education and Talent Development www.education.uiowa.edu/belinblank | The Davidson Institute for Talent Development www.davidsongifted.org |
| **Guide to OnLineSchools** http://www.guidetoonlineschools.com | **Center for Talent Development** Northwestern University (K-12) OnLine classes http://www.ctd.northwestern.edu/program_type/online-programs |
| Gifted Education Press www.giftedpress.com | Prufrock Press www.prufrock.com |
| Critical Thinking Press www.criticalthinking.com | Great Potential Press www.giftedbooks.com |
| Free Spirit Publishing www.freespirit.com | Pieces of Learning www.piecesoflearning.com |

**APPENDIX N:**

**BOOKS AND PRINT RESOURCES**

**Parenting**

**A Parent's Guide to Gifted Children**
Webb, J., Gore, J., Amend, E., and DeVries, A. (2007)
Scottsdale, AZ: Great Potential Press

**Growing up Gifted** (6th ed.)
Clark, B. (2002)
Upper Saddle River, NJ: Merrill Prentice Hall

**Parenting Gifted Children**
Delisle, J. R. (2006)
Waco, Texas: Prufrock Press Inc.

**Helping Gifted Children Soar**
Strip, C., and Hirsch, G. (2000) Scottsdale, AZ: Great Potential Press

**On High Ability Education**

**Genius Denied**
Davidson, B. and Davidson, J. (2004) New York, NY: Simon and Schuster

**A Nation Deceived: How Schools Hold Back America's Brightest Students Vol. 1 & 2** Colangelo, N., Assouline, S. G., and Gross, U. M. (2004)
Iowa City, IA: The University of Iowa

**Light Up Your Child's Mind**
Renzulli, J. and Reis, S. (2009)
New York, NY: Little, Brown and Company

**You Know Your Child is Gifted When…A Beginner's Guide to Life on the Bright Side**
Galbraith, Judy (2000)
Minneapolis, MN: Free Spirit Publishing

**Why Smart Kids Worry**
Edwards, Allison (2013)
Naperville, IL: Sourcebooks, Inc.

**Underachievement**

**Becoming an Achiever** , Coil, C. (1994)
Dayton, OH: Pieces of Learning

**Encouraging Achievement** , Coil, C. (1999)
Dayton, OH: Pieces of Learning

**Why Bright Kids Get Poor Grades: And What You Can Do About It**
Rimm, S. (1995)
New York, New York: Three Rivers Press

**Strategies for Differentiation & Acceleration**

**Differentiating Instruction in the Regular Classroom: How to Reach and Teach All Learners, Grades 3-12**
Heacox, D. (2002)
Minneapolis, MN: Free Spirit Publishing

**Re-forming Gifted Education**
Rogers, K. (2002)
Columbus, OH: Great Potential Press

**How to Differentiate Instruction in Mixed Ability Classroom** (2nd ed.)
Tomlinson, C. A. (2001)
Alexandria, VA: ASCD

**Teaching Gifted Kids in the Regular Classroom**
Winebrenner, S. (2001)
Minneapolis, MN: Free Spirit Publishing

**Acceleration For Gifted Learners K-5**
Smutney, J. F., Walker, S. Y., and Meckstroth, E. A. (2007)
Thousand Oaks, CA: Corwin Press

**Differentiation for Gifted Learners: Going Beyond the Basics**
Heacox,Diane, Cash, Richard M. (2014)
Minneapolis, MN: Free Spirit Publishing

**Leading for Differentiation: Growing Teachers Who Grow Kids**
Tomlinson, C. A., Murphy, Michael(2015)
Alexandria, VA: ASCD

**APPENDIX O:**

## GLOSSARY OF TERMS AND ACRONYMS

***Acceleration*** refers to adjusting pace and/or content to allow for students to work at a level appropriate for their readiness.

***Authentic*** assessments are ones in which an assessment is a natural extension of the learning process itself. It is not a separate piece. Project-based learning would employ authentic assessment.

***CogAT-7*** The *Cognitive Abilities Test*™ (*CogAT*®) Form 7 is a multiple choice test published by Riverside Publishing. It is used to measure cognitive development among children. The CogAT-7 is often used to identify gifted children for admissions into gifted and talented programs across the United States.

***Complexity*** includes making relationships, connecting other concepts, and layering. It is a why/how approach that connects and bridges to other disciplines to enhance the meaning of a unit of study.

***Differentiation*** *refers to* "a sequence of common sense decisions made by a teacher with a student first orientation." It is the practice of "teaching up" to challenge and support all students to achieve at high levels. Differentiation is valuing and planning for diversity in students. It is designed to address content as well as students learning and affective needs (Tomlinson, ASCD 2014).

***Depth*** refers to approaching or studying something from the concrete to the abstract, from the known to the unknown. Requires students to examine topics by determining the facts, concepts, generalization, principles and theories related to them. Necessitates uncovering more details and new knowledge related to a topic of study. Encourages students to adopt perspectives and to see patterns in connections.

***Fixed Mindset*** refers to the idea that success comes from being smart, genetics, and environment. It is the belief that students are smart or they aren't; that more effort will not necessarily lead to high levels of success.

***Flexible Grouping*** is a type of strategic grouping practice that focuses on the specific needs of students. Students are grouped together for a short time for specific purposes that addresses a specific needs. Flexible grouping allows students to move in and out of many different groups.

***GATE*** Gifted and Talented Education. This is the acronym most commonly associated with, and referred to, when addressing the District's intellectually gifted program. It is important to note that BUSD's program is for intellectually gifted students *only*.

***GATE Advisory Council*** This group is made up of parents, teachers, administrators, and occasionally students. Its function is to disseminate information, ideas, etc. to and from the school sites. Topics discussed range from site feedback to parent education.

***GATE Identification Committee*** This committee is made up of administrators and teachers. Its function is to make decisions on GATE identification issues, including appeals. This committee will be the final decision-making step in the identification process.
***GATE Master Planning Committee*** This committee is made up of teachers, administrators, and parents. Its function is to create, review, and adapt the GATE Master Plan to best meet the needs of all of our stakeholders.

***Growth Mindset*** refers to the idea, based in research on brain-plasticity; that learning and success come from effort. It is the idea that "intelligence" can be grown. It is the idea that all students given the right supports can achieve at high levels.

***Intellectually Gifted*** refers to students with high potential in the areas of abstract thinking and reasoning ability as applied to school learning situations.

***Novelty*** refers to the idea that instructional strategies should offer pieces to students that are unique, unusual, and interesting in order to increase engagement.

***Pacing*** refers to the time necessary to deliver instruction. Pace may be sped up or slowed down depending on student needs.

***Readiness*** refers to the level at which students are "ready" to learn. It supplants the idea of ability. Ability is static and fixed. Readiness changes topic to topic, subject to subject. Readiness is a sum total of all the knowledge, skills, and understanding students come to a learning situation with. Readiness can vary greatly from student to student.

***Relevance*** refers to the ability for learners to see a connection between their learning and their lives. If learning is relevant to student's lives, research shows that student engagement and motivation is increased.

***Respectful Tasks*** are tasks given to students that address important skills and knowledge particular students need. They are tasks which move students forward from wherever they are and are worthy of their time.

***Student Study Team*** is a team of stakeholders that meet to address the needs of a particular student. The team includes a school administrator, teacher, parent, student, school psychologist, and other personnel as needed.

***Teaching-Up*** refers to the practice of planning instruction to the top tier of students in a classroom and scaffolding for other students to reach the high expectations set for them. Teaching-up should include higher levels of depth and complexity, as well as acceleration.

***Twice Exceptional (2E)*** refers to students who are intellectually gifted, but also have an underlying disability. These students have characteristics that are often misunderstood or misinterpreted. While they may be capable of high levels of abstract and critical thinking, an underlying disability can mask their giftedness making it difficult to identify and

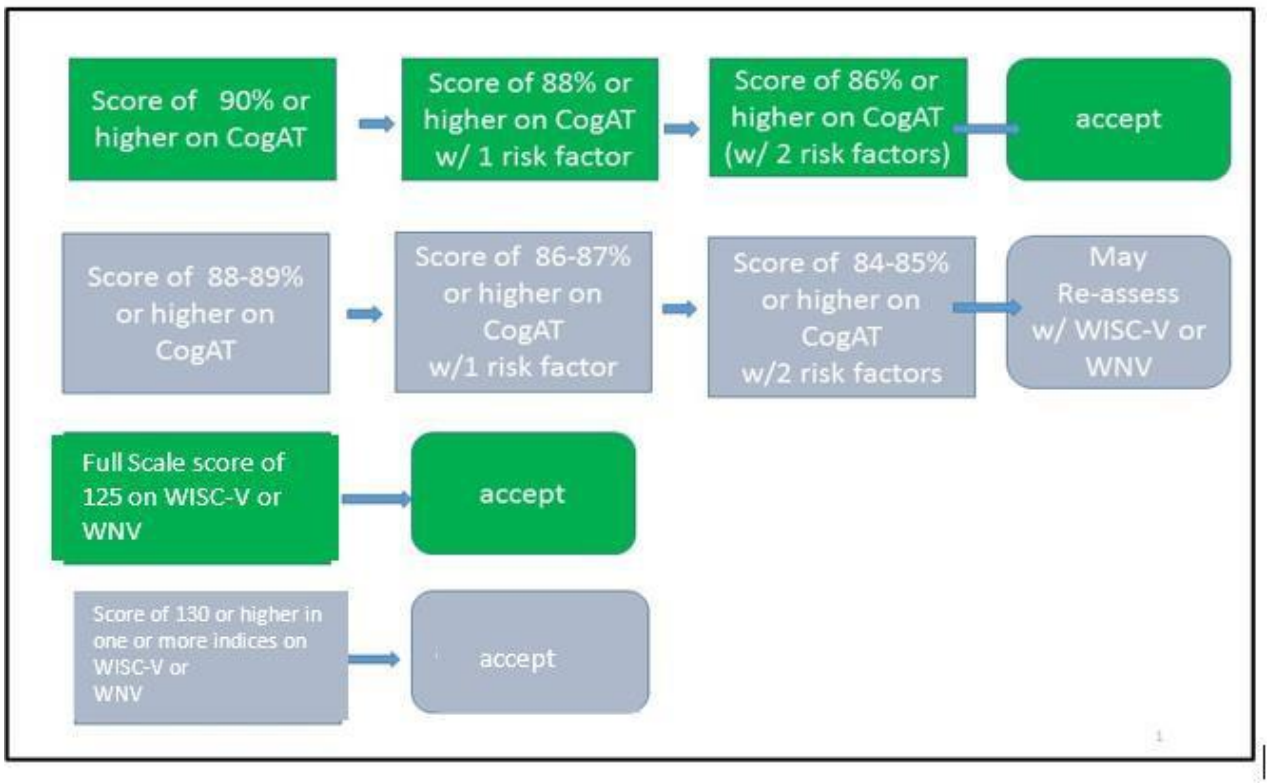
serve. The disability may come in many forms: learning disabilities, such as problems with attention, judgment, or social-emotional regulation; physical restriction; or perceptual deficits,

***WISC-V*** The Wechsler Intelligence Scale for Children- Fifth Edition is an is an individually administered intelligence test for children between the ages of 6 and 16 inclusive that can be completed without reading or writing.

***WNV*** The Wechsler Non-Verbal Scale of Ability, like the WISC-V, the WNV is an individually administered test. It is considered to be a reliable and valid measurement of non-verbal intelligence. The WNV was specifically created for individuals from diverse linguistic groups, individuals with limited language skills, individuals who are deaf and hard of hearing, individuals with language disorders, and the identification of gifted children from linguistically and culturally diverse populations.

**APPENDIX P:**

**ASSESMENT / IDENTIFICATION FLOW CHART**



**APPENDIX Q:**

**END OF YEAR SURVEYS FOR STUDENTS, PARENTS, AND STAFF**

**Elementary GATE Student Survey:**

| ITEM | QUESTION / PROMPT | RESPONSE OPTIONS |
|---|---|---|
| 1 | The name of my school is: | • Disney<br>• Edison<br>• Emerson<br>• Harte<br>• Jefferson<br>• McKinley<br>• Miller<br>• Providencia<br>• Roosevelt<br>• Stevenson<br>• Washington |
| 2 | I am currently | • In fourth grade<br>• In fifth grade |
| 3 | Are you aware that you are in your school's GATE program? | • Yes<br>• No<br>• I'm not sure |
| 4 | Do you like being in the GATE program? | • No, I don't like being in the GATE program<br>• I'm not sure if I like being in the GATE program<br>• Sometimes I like being in the GATE program<br>• I really like being in the GATE program<br>• I love being in the GATE program<br><br>Optional: If you'd like to do so, please explain why you like or don't like being in the GATE program at your school: |
| 5 | Please check all the words that describe how you feel about the work you do in your GATE class at school: | • Challenging<br>• Easy<br>• Routine<br>• Exciting<br>• Hands-on<br>• Just Right<br>• Frustrating<br>• Fun<br>• Interesting<br>• Motivating<br>• Boring<br>• Unnecessary |

| | | |
|---|---|---|
| | | • Collaborative<br><br>Optional: If there are any descriptor words you think apply (that were not mentioned above) please write them here: |
| 6 | To what extent do you feel that your GATE class challenged you to think deeply about topics this year? | • Not at All<br>• Somewhat<br>• Adequately<br>• Very Much<br>• I'm not sure<br><br>Optional – if you would like to explain further, please do so here: |
| 7 | In your GATE class this year, how often do you feel you got to work at your own pace? | • Never<br>• Sometimes<br>• Often<br>• Always<br>• I'm not sure<br><br>Optional – if you would like to explain further, please do so here: |
| 8 | In your GATE class this year, how often did not get to choose what you worked on? | • Never<br>• Sometimes<br>• Often<br>• Always<br>• I'm not sure<br><br>Optional – if you would like to explain further, please do so here: |
| 9 | In your GATE class this year, how often did you get to learn things that were completely new to you? | • Never<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional – if you would like to explain further, please do so here: |
| 10 | In your GATE class this year, how often did you get work that you though was "just right" for you; even though it might have been different from what other students in your class were working on? | • Never<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional – if you would like to explain further, please do so here: |

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| 11 | This year at your school, how often were you able to participate in projects, labs, performances, or other GATE events? | • Never<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional: if you would like to explain further, please do so here: |
| 12 | In your GATE class this year, to what extent did you feel motivated and excited to learn about a topic? | • Not at All<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional – if you would like to explain further, please do so here: |
| 13 | In your GATE class this year, to what extent do you feel you got to learn things that might interest you, in terms of a future career? | • Not at All<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional – if you would like to explain further, please do so here: |
| 14 | Please check-off all the GATE events that you attended this year. | • District Pull-Out events at the Burbank Adult School<br>• District Barnes & Noble (Fall or Spring) Reading events<br>• Special events or activities at my school (during the school day) that were just for GATE students<br>• Evening or weekend activities at my school that were just for GATE students<br>• After-school activities or events that were just for GATE students<br>• Lunchtime activities at my school that were just for GATE students |
| 15 | What was your favorite thing about your experience in the GATE program this year? | • District Pull-Out events at the Burbank Adult School<br>• District Barnes & Noble (Fall or Spring) Reading events<br>• Special events or activities at my school that were just for GATE students, that were held on the weekend or in the evening<br>• A special classroom project, performance, or GATE activity |

| | | |
|---|---|---|
| | | • GATE activities that were held after school or during lunch time<br><br>Optional – if you would like to explain further, please do so here: |

**Middle School GATE Student Survey**

| ITEM | QUESTION/PROMPT | RESPONSE OPTIONS |
|---|---|---|
| 1 | The name of my school is | • David Starr Jordan Middle School<br>• Luther Burbank Middle School<br>• John Muir Middle School |
| 2 | I am currently | • In 6th grade<br>• In 7th grade<br>• In 8th grade |
| 3 | Are you aware that you are in your school's GATE program? | • Yes<br>• No<br>• I'm not sure |
| 4 | Do you like being in the GATE program? | • No, I don't like being in the GATE program<br>• I'm not sure if I like being in the GATE program<br>• Sometimes I like being in the GATE program<br>• I really like being in the GATE program<br>• I love being in the GATE program<br><br>Optional: If you'd like to do so, please explain why you like or don't like being in the GATE program at your school: |
| 5 | Please check all the words that describe how you feel about the work you did in your GATE classes at school this year: | • Challenging<br>• Easy<br>• Routine<br>• Exciting<br>• Hands-on<br>• Just Right<br>• Frustrating<br>• Fun<br>• Interesting<br>• Motivating<br>• Boring<br>• Unnecessary<br>• Collaborative |

| | | |
|---|---|---|
| | | Optional: If there are any descriptor words you think apply (that were not mentioned above) please write them here: |
| 6 | To what extent do you feel that your GATE classes challenged you to think deeply about topics this year? | • Not at All<br>• Somewhat<br>• Adequately<br>• Very Much<br>• I'm not sure<br><br>Optional: If you would like to explain further, please do so here: |
| 7 | In your GATE classes this year, how often do you feel you got to work at your own pace? | • Never<br>• Sometimes<br>• Often<br>• Always<br>• I'm not sure<br><br>Optional: If you would like to explain further, please do so here: |
| 8 | In your GATE classes this year, how often did you get to choose what you worked on? | • Never<br>• Sometimes<br>• Often<br>• Always<br>• I'm not sure<br><br>Optional: If you would like to explain further, please do so here: |
| 9 | In your GATE classes this year, how often did you get to learn things that were completely new to you? | • Never<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional: If you would like to explain further, please do so here: |
| 10 | In your GATE classes this year, how often did you get to do work that you thought was "just right" for you; even though it might have been different from what other students in your class were working on? | • Never<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional: If you would like to explain further, please do so here: |
| 11 | At school this year, how often were you able to participate in projects, labs, performances, or other GATE events? | • Never<br>• Sometimes<br>• Often |

| | | |
|---|---|---|
| | | • I'm not sure<br><br>Optional: If you would like to explain further, please do so here: |
| 12 | In your GATE classes this year, to what extent did you feel motivated and excited to learn about a topic? | • Not at All<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional: If you would like to explain further, Please do so here: |
| 13 | In your GATE classes this year, to what extent do you feel you go to learn about things that might interest you in terms of a future career? | • Not at All<br>• Sometimes<br>• Often<br>• I'm not sure<br><br>Optional: If you would like to explain further, please do so here: |
| 14 | Please check-off all the GATE events that you attended this year | • District Pull-Out events at the Burbank Adult School<br>• District Barnes & Noble (Fall or Spring) Reading events<br>• Special events or activities at my school (during the school day) that were just for GATE students<br>• Evening or weekend activities at my school that were just for GATE students<br>• After-school activities or events that were just for GATE students<br>• Lunchtime activities at my school that were just for GATE students |
| 15 | What was your favorite thing about your experience in the middle school GATE program this year? | • District Pull-Out events at the Burbank Adult School<br>• District Barnes & Noble (Fall or Spring) Reading events<br>• Special events or activities at my school that were just for GATE students, that were held on the weekend or in the evening<br>• A special classroom project, performance, or GATE activity<br>• GATE activities that were held after school or during lunch time<br><br>Optional – if you would like to explain further, please do so here: |

| **Elementary GATE Parent Survey**: | | |
|---|---|---|
| 1 | My child attends_____Elementary School | • Bret Harte<br>• Walt Disney<br>• Thomas Edison<br>• Ralph Waldo Emerson<br>• Thomas Jefferson<br>• William McKinley<br>• Joaquin Miller<br>• Providencia<br>• Theodore Roosevelt<br>• Robert Louis Stevenson<br>• George Washington |
| 2 | Please note the extent to which you felt the staff at your child's school provided an awareness of the school's GATE program, at the school's beginning of the year GATE orientation event: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was not aware that there was a GATE orientation event at my school, at the beginning of the school year<br><br>Please use this space if you'd like to comment further on this question: |
| 3 | Please note the extent to which District Staff provided you with valuable information about the District's GATE program, at the District GATE orientation, at the beginning of the school year (at the Burbank Adult School) | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was aware of the District GATE orientation, but did not attend<br>• I was unaware of the District GATE orientation<br><br>Optional: Please use this space if you'd Like to comment further on this question. |
| 4 | Please note the extent to which the District's annual GATE conference (that took place at Stevenson Elementary School in October) helped you understand more about the social, emotional, and academic attributes of GATE students: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was not able to attend the District GATE conference in October<br><br>Optional: Please use this space if you'd like to comment further on this question: |

| | | |
|---|---|---|
| 5 | Please note the extent to which your child's school provided a good understanding of how students are placed into fourth and fifth grade GATE classes: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 6 | Please note the extent of your satisfaction with how GATE students are placed in your child's school: | • Not at all satisfied<br>• Minimally satisfied<br>• Somewhat satisfied<br>• Very satisfied<br><br>Please use this space if you'd like to comment further on this question: |
| 7 | To the best of your ability, please note the extent to which you feel that this year's GATE pull-out events (Shakespeare and Technology Day) were valuable to your child: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• My child did not attend this event<br><br>Please use this space if you'd like to comment further on this question: |
| 8 | Please note the extent to which you, AS A PARENT, would like to see GATE pull-out programs next year: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 9 | To the best of your ability, please note the extent to which you feel that the enrichment programs for GATE students at your school site have been valuable and interesting to your child: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I did not know of any enrichment programs offered at my school for GATE students this year<br><br>Please use this space if you'd like to comment further on this question: |

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| 10 | Please note the extent to which you felt that the evening GATE events offered to your child (ie: Board Game Night, Barnes and Noble Readings, Christine Fonseca's presentation, etc.) were valuable and interesting to your child: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was not aware of any of these events this year<br><br>Please use this space if you'd like to comment further on this question: |
| 11 | Please note the extent to which you feel that the communication about GATE programs from the DISTRICT office has kept you well-informed: | • Not at all or I did not receive any information about GATE programs or activities from the District office this year<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 12 | Please note the extent to which you feel that the communication about GATE programs from your child's SCHOOL SITE has been sufficient and has kept you well-informed: | • Not at all or I did not receive any information about GATE programs or activities from my school:<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 13 | Please note the extent to which your school site's GATE PAC (Parent Advisory Council) representatives has kept you informed on the GATE PAC's activities and events: | • Not at all or I did not receive any information this year, from my school site's GATE PAC representative<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 14 | Please note the extent to which you feel there have been valuable presentations (for parents) at your child's school site on topics related to the GATE program at the school: | • Not at all or I was unaware of any presentations for GATE parents, at my child's school this year<br>• Minimally<br>• Somewhat |

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| | | • Very much<br>Please use this space if you'd like to comment further on this question: |
| 15 | To the best of your ability, please note the extent to which your child felt good about his/her overall experience in the GATE program at his/her school this year: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I'm not sure, I can't tell how my child felt about the GATE program at his/her school<br><br>Please use this space if you'd like to comment further on this question: |
| 16 | Please note the extent to which you felt good about your child's overall experience in the GATE program at school this year: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 17 | Please note the extent to which you found the information at the monthly GATE PAC meetings to be valuable: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I cannot comment, as I did not attend any of these meetings this year<br><br>Please use this space if you'd like to comment further on this question: |
| 18 | Please use this space for any additional comments you would like to make about the elementary GATE program in the District or at your school: | |

| **Middle School GATE Parent Survey:** | | |
|---|---|---|
| 1 | My child attends_____Middle School: | • David Starr Jordan Middle School<br>• Luther Burbank Middle School<br>• John Muir Middle School |
| 2 | Please note the extent to which you felt the staff at your child's school provided an awareness of the school's GATE program, at the school's beginning of the year GATE orientation event: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was not aware that there was a GATE orientation event at my school, at the beginning of the school year<br><br>Please use this space if you'd like to comment further on this question: |
| 3 | Please note the extent to which District Staff provided you with valuable information about the District's GATE program, at the District GATE orientation, at the beginning of the school year (at the Burbank Adult School): | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was aware of the District GATE orientation, but did not attend<br>• I was unaware of the District GATE orientation<br><br>Optional: Please use this space if you'd like to comment further on this question. |
| 4 | Please note the extent to which the District's annual GATE conference (that took place at Stevenson Elementary School in October) helped you understand more about the social, emotional, and academic attributes of GATE students: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was not able to attend the District GATE conference in October<br><br>Optional: Please use this space if you'd like to comment further on this question: |

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| 5 | Please note the extent to which your child's school provided a good understanding of how students are placed into GATE classes: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 6 | Please note the extent of your satisfaction with how GATE students are placed in your child's school: | • Not at all satisfied<br>• Minimally satisfied<br>• Somewhat satisfied<br>• Very satisfied<br><br>Please use this space if you'd like to comment further on this question: |
| 7 | To the best of your ability, please note the extent to which you feel that this year's GATE Technology pull-out events were valuable to your child: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• My child did not attend this event<br><br>Please use this space if you'd like to comment further on this question: |
| 8 | Please note the extent to which you, AS A PARENT, would like to see GATE pull-out programs next year: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 9 | To the best of your ability, please note the extent to which you feel that the enrichment programs for GATE students at your school site have been valuable and interesting to your child: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I did not know of any enrichment programs offered at my school for GATE students this year<br><br>Please use this space if you'd like to comment further on this question: |
| 10 | Please note the extent to which you felt that the evening GATE events offered to your child (ie: Board Game Night, Barnes and Noble Readings, Christine Fonseca's presentation, etc.) were valuable and interesting to your child: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I was not aware of any of these events this year<br>Please use this space if you'd like to |

| | | |
|---|---|---|
| | | comment further on this question: |
| 11 | Please note the extent to which you feel that the communication about GATE programs from the DISTRICT office has kept you well-informed: | • Not at all or I did not receive any information about GATE programs or activities from the District office this year<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 12 | Please note the extent to which you feel that the communication about GATE programs from your child's SCHOOL SITE has been sufficient and has kept you well-informed: | • Not at all or I did not receive any information about GATE programs or activities from my school:<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 13 | Please note the extent to which your school site's GATE PAC (Parent Advisory Council) representatives has kept you informed on the GATE PAC's activities and events: | • Not at all or I did not receive any information this year, from my school site's GATE PAC representative<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 14 | Please note the extent to which you feel there have been valuable presentations (for parents) at your child's school site on topics related to the GATE program at the school: | • Not at all or I was unaware of any presentations for GATE parents, at my child's school this year<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |

| | | |
|---|---|---|
| 15 | To the best of your ability, please note the extent to which your child felt good about his/her overall experience in the GATE program at his/her school this year: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I'm not sure, I can't tell how my child felt about the GATE program at his/her school<br><br>Please use this space if you'd like to Comment further on this question: |
| 16 | Please note the extent to which you felt good about your child's overall experience in the GATE program at school this year: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br><br>Please use this space if you'd like to comment further on this question: |
| 17 | Please note the extent to which you found the information at the monthly GATE PAC meetings to be valuable: | • Not at all<br>• Minimally<br>• Somewhat<br>• Very much<br>• I cannot comment, as I did not attend any of these meetings this year<br><br>Please use this space if you'd like to comment further on this question: |
| 18 | Please use this space for any additional comments you would like to make about the elementary GATE program in the District or at your school: | |

| **Elementary School GATE Teachers Survey:** | | |
|---|---|---|
| 1 | How did you get selected to teach a GATE class this year? | • My principal asked me if I wanted to<br>• I volunteered to teach a GATE class<br>• My school rotates the annual selection of GATE teacher and it was my turn this year<br>• I'm not exactly sure how I was selected<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 2 | In the past two years. How much training/professional development have you received in teaching GATE students? Check all that apply: | • None<br>• A few (1-3) district or county sponsored workshops<br>• A few (1-3) district, county, regional, or state conferences<br>• Several (4+) district, county, regional, or state conferences<br>• College or university coursework related to GATE instruction<br>• Participation in a certificate program<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 3 | To what extent have you been able to implement ideas and/or strategies you learned at District (GATE) professional development trainings or workshops this year: | • Not at all<br>• A little<br>• Somewhat<br>• A good amount<br>• Very much<br>• N/A: I was not able to attend any of these trainings or workshops this year<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 4 | At the site level (from your principal and curriculum specialists), how much support did you feel you received this year, in terms of being able to effectively teach your GATE students: | • None at all<br>• A little<br>• Some<br>• A good amount of support<br>• A high amount of support<br>• I'm not sure<br><br>Optional – Please use this space if you'd like to comment further on this question: |

| | | |
|---|---|---|
| 5 | At the District level (from Assistant Superintendents, Directors, Coordinators, and TOSA's) how much support did you feel you received this year, in terms of being able to effectively teach your GATE students: | • None at all<br>• A little<br>• Some<br>• A good amount of support<br>• A high amount of support<br>• I'm not sure<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 6 | How often do you feel you were able to provide lessons that met the needs of your GATE students, in terms of the content depth and complexity: | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 7 | How often did you increase the amount of work for the GATE students in you class this year: | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 8 | To what extent were you able to provide social/emotional support for GATE students in your class this year? (i.e. ideas for organization, friendship building, stress management, mindfulness techniques): | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 9 | To what extent were you able to pre-assess your GATE students' knowledge on specific topics or content this year: | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br>Optional – Please use this space if you'd like to comment further on this question: |

| Middle School GATE Teachers Survey: | | |
|---|---|---|
| 1 | How did you get selected to teach a GATE class this year: | • My principal asked me if I wanted to<br>• I volunteered to teach a GATE class<br>• My school rotates the annual selection of GATE teacher and it was my turn this year<br>• I'm not exactly sure how I was selected<br>• I teach GATE sections every year<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 2 | In the past two years. How much training/professional development have you received in teaching GATE students? Check all that apply: | • None<br>• A few (1-3) district or county sponsored workshops<br>• A few (1-3) district, county, regional, or state conferences<br>• Several (4+) district, county, regional, or state conferences<br>• College or university coursework related to GATE instruction<br>• Participation in a certificate program<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 3 | To what extent have you been able to implement ideas and/or strategies you learned at District (GATE) professional development trainings or workshops this year: | • Not at all<br>• A little<br>• Somewhat<br>• A good amount<br>• Very much<br>• N/A: I was not able to attend any of these trainings or workshops this year<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 4 | At the site level (from your administrator) , how much support did you feel you received this year, in terms of being able to effectively teach your GATE classes: | • None at all<br>• A little<br>• Some<br>• A good amount of support<br>• A high amount of support<br>• I'm not sure<br>Optional – Please use this space if you'd like to comment further on this question: |

| | | |
|---|---|---|
| 5 | At the District level (from District office staff: Assistant Superintendents, Directors, Coordinators, and TOSA's) how much support did you feel you received this year, in terms of being able to effectively teach your GATE students: | • None at all<br>• A little<br>• Some<br>• A good amount of support<br>• A high amount of support<br>• I'm not sure<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 6 | How often were able to increase the depth and complexity of your instructional program, for students in your GATE classes this year: | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 7 | How often did you increase the amount of work for the GATE students in you class this year: | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 8 | To what extent were you able to provide social/emotional support for GATE students in your class this year? (i.e. ideas for organization, friendship building, stress management, mindfulness techniques): | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 9 | To what extent were you able to pre-assess your GATE students' knowledge on specific topics or content this year: | • Not at all<br>• Seldom<br>• Frequently<br>• Often<br><br>Optional – Please use this space if you'd like to comment further on this question: |
| 10 | What kids of opportunities did you offer students in your GATE classes this year: | • Ability to work at a faster pace<br>• Choices of projects or activities<br>• Opportunities for self-selected learning<br>• Opportunities to use outside resources<br>• Reciprocal Teaching<br>• Student-led Discussions<br>• Problem-based Learning |

| | | |
|---|---|---|
| | | • Socratic Seminars<br>• Differentiated Assessments<br>• Independent Learning Options<br>• Opportunities to test students on materials that they already know<br><br>Optional – Please use this space if you'd like to comment further on this question: |

**Burbank Unified School District**
**Office of Human Resources Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Sarah Niemann, Assistant Superintendent, Human Resources Services |
| PREPARED BY: | Leticia Castillo, Supervisor, Human Resources |
| SUBMITTED BY: | Leticia Castillo, Supervisor, Human Resources |
| DATE: | November 7, 2019 |
| SUBJECT: | Adoption of Resolution 18 for the Elimination or Reduction of Services for Classified Positions |

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

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

There are two positions being recommended for elimination:

- There is one 6 ½ hr/day Instructional Assistant-Special Education position at Jordan Middle School being recommended for elimination due to lack of work. The lack of work is due to a change in the students' needs. This position is funded through the following appropriation number 01.0-33100.0-57700-11100-2110-3210000. This position is currently vacant and will not involve bumping.
- There is one 7 hr/day Health Care/Instructional Assistant for the Severely Impaired position at Stevenson Elementary being recommended for elimination due to lack of work. The lack of work is due to a change in the students' needs. This position is funded through the following appropriation number 01.0-65000.0-57500-11908-2110-2150000. This position is currently vacant and will not involve bumping.

There is one position being recommended for a reduction:

- There is one 8 hr/day Instructional Assistant-Special Education position at Burroughs High School being recommended for a reduction to 6 hr/day due to lack of work. This position will no longer be riding the bus. This position is funded through the following appropriation number, 01.0-33100.0-57700-11200-2110-4320000. The reduction of this positon may involve bumping.

**Fiscal Impact:**
None

**Recommendation:**
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 18 for the Elimination or Reduction of Services for Classified positions, as presented.

**BURBANK UNIFIED SCHOOL DISTRICT**
**BOARD OF EDUCATION**
**November 7, 2019**

**In the Matter of Layoff of**
**Classified Employees** **RESOLUTION 18**

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

| | FTE |
|---|---|
| Eliminate one Instructional Assistant-Special Education | .8125 |
| Eliminate one Health Care/Instructional Assistant for the Severely Impaired | .875 |
| Reduce one Instructional Assistant–Special Education | .25 |

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

ADOPTED, the 7th day of November 2019, by the Governing Board of the Burbank Unified School District.

_____
Clerk

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

# REPORT TO THE BOARD

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|---|---|
| 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: | November 7, 2019 |
| SUBJECT: | Acceptance of Gifts |

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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. Gender Nation wishes to donate to the District 176 books for use in the District's 11 elementary schools.

b. The Benevity Community Impact Fund wishes to donate to the District $100 to be used to pay for materials and supplies at the Horace Mann Childcare Center.

c. The members of the Board of Education (Dr. Roberta Reynolds, Dr. Armond Aghakhanian, Steve Frintner, Charlene Tabet, and Steve Ferguson) wish to donate to the District their annual stipend of $6,000 (for a total of $30,000) to be used to fund the parcel tax feasibility study.

d. The Roosevelt PTA wishes to donate to the District $3,000 to be used to pay for field trip admittance for students at Roosevelt Elementary School.

e. The Roosevelt PTA wishes to donate to the District $12,000 to be used to pay for field trip transportation for students at Roosevelt Elementary School.

f. The Roosevelt PTA wishes to donate to the District $5,000 to be used to pay for assemblies ($1,800), childcare expenses ($700), and the Peaceful Playground program ($2,500) at Roosevelt Elementary School.

g. The Joaquin Miller Elementary PTA wishes to donate to the District $650 to pay for childcare for PTA meetings at Miller Elementary School.

h. The Joaquin Miller Elementary PTA wishes to donate to the District $2,000 to be used to pay for expenses associated with the Miller Elementary School Library.

i. The Families for Stevenson Booster Association wishes to donate to the District $4,979.51, which represents the balance of their funds.

j. Dr. Roberta Reynolds wishes to donate to the District 10 copies of the book *The Blood of the Nation* to be used as a library resource at Jordan Middle School.

k. The Burbank Schools Boosters Association wishes to donate to the District $250 to be used as needed at Roosevelt Elementary School.

l. The Walt Disney Company Foundation wishes to donate to the District $280 to be used to help fund the District's Dual Immersion Summer Program.

m. The Burbank Schools Boosters Association wishes to donate to the District $50 to be used as needed at McKinley Elementary School.

n. The Walt Disney Elementary PTA wishes to donate to the District $4,800 to be used to pay for field trip transportation for students at Disney Elementary School.

o. Josefine and Michael Buchanan wish to donate to the District $408.41 to be used to help pay for an Eagle Scout project at McKinley Elementary School.

p. The Burbank Educational Foundation wishes to donate to the District $25,000 to be used as needed at Luther Burbank Middle School.

q. Joel Schlossman wishes to donate to the District 475 #2 pencils to be used at Providencia Elementary School.

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

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|---|---|
| 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: | November 7, 2019 |
| SUBJECT: | Action on Final Settlement Agreement (Special Education) |

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**Background:**
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 960002296 pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960002296 concerning services and/or school placement, a formal settlement agreement was offered on September 10, 2019 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

**Fiscal Impact:**
The total fiscal impact to the District is $75,000.

**Recommendation:**
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960002296, not to exceed $75,000 (01.0-65000.0-50010-36000-5813-7440000), effective September 10, 2019 through July 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | 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: | November 7, 2019 |
| SUBJECT: | Action on Final Settlement Agreement (Special Education) |

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**Background:**
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 960010470 pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960010470 concerning services and/or school placement, a formal settlement agreement was offered on October 22, 2019 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

**Fiscal Impact:**
The total fiscal impact to the District is $3,750.

**Recommendation:**
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960010470, not to exceed $3,750 (01.0-65000.0-50010-36000-5813-7440000), effective October 7, 2019 through Fall Semester of 2020/2021 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**UNADOPTED MINUTES OF THE BOARD OF EDUCATION**
**BURBANK UNIFIED SCHOOL DISTRICT**

**October 17, 2019**

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Roberta Reynolds
Armond Aghakhanian (arrived at 6:27 p.m.)
Steve Frintner
Charlene Tabet (arrived at 6:20 p.m.)
Steve Ferguson

STUDENT MEMBERS PRESENT:
Zarkis TerPetrossyan, Burbank High School
Maddie Medina, John Burroughs High School
Maria Barajas Aparicio, Monterey High School

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

1. CALL TO ORDER

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

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Schlossman, resident, was called to speak. He questioned the law regarding Closed Session item 3.c and 3.d, Government Code Section 54957, as listed on the agenda.

2.b Staff Responses

Superintendent Hill said that legal counsel would provide an explanation.

2.c Board Members' Comments and Responses

There were no Board comments at this time.

The Board adjourned to Closed Session at 6:02 p.m.

3. CLOSED SESSION

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

3.b Conference With Labor Negotiator, Pursuant to Government Code §54957.6:

Agency Negotiator: Sarah Niemann
Employee Organization: Burbank Teachers Association (BTA)

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

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

3.e 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 960030242

Confidential Exhibit (O.F. 27,857)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:01 p.m. Parent Kelly Duenckel, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Reynolds reported that items 3a through 3e were for discussion only, with no action taken.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the Agenda.

7. ITEMS FOR FUTURE AGENDAS

Member Ferguson requested a study session or an agenda item to discuss fundraising related to potential cuts and equity.

President Reynolds announced the passing of former Board Member Peter McGrath and noted that more information will follow.

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of Ed100 Online Education Program Graduates

Roberta Reynolds, President, Board of Education, facilitated the recognition of the graduates of the Ed100 online education program.

President Reynolds recognized Sandra Macias (representing John Burroughs High School); Wendi Harvel (representing Burbank High School); Robert Hammell (representing Burbank High School); Krista Zampino (representing Roosevelt Elementary School); Kelly Duenckel (representing John Muir Middle School) and thanked them for their willingness to learn and support District schools.

8.b Presentation of the Fall 2019 Burbank Arts for All Foundation Grant Recipients

Sharon Cuseo, Assistant Superintendent, Instructional Services, will introduce Tom Vice, Co-Chair of the Board of Directors of the Burbank Arts for All Foundation (BAFA), who will present the recipients of the BAFA Fall grants.

Alexandra Helfrich, BAFA Board Member thanked school staff and members of the foundation for their presence and then reported on the grant process. She reported that the foundation adopted a Resolution restricting funding for any new programs or projects and all grants funded were required to align with the resolution. She then introduced the recipient schools: Bret Harte, Disney, Edison, Providencia, Miller, Washington, John Muir MS, Luther Burbank MS, Jordan MS, and BHS. Tom Vice, BAFA Co-Chair presented a check in the amount of $95,514.81 with a total amount donated to date of $758,064.78. She thanked the Board and staff for the continued support and announced the upcoming BAFA Community Event.

President Reynolds thanked the Foundation for their continued support.

## 9. REPORTS FROM THE BOARD

### 9.a Student Representatives

Maddie Medina, JBHS; Maria Barajas Aparicio, MHS; and Sarkis TerPetrossyan, BHS; reported on activities at their respective schools.

## 10. REQUESTS TO ADDRESS THE BOARD

### 10.a Public Communications

Schlossman, resident, was called to speak. He commented on medical marijuana in grades K-12 as signed into law by Governor Gavin Newsom and suggested the law be implemented in the District. He cited an article regarding English and math standards and noted that the District is not meeting the standards. He also cited a recent article in the Burbank Leader indicating that fewer than 5 percent students failed to graduate and asked how this is possible when 50% of the students are not meeting the standards. The Parcel Tax was not to improve the standards, but to pay Superintendent Hill and staff and to hire more PE and music teachers. He wants the basic education for students to be prepared for life. He then commented on student retention numbers for 2018-2019 (five in Kindergarten and one in first grade). He felt that everyone passes and that following students who did not receive a diploma was late intervention and he calls for early intervention. He asked that Superintendent Hill step-up and make changes, resign, or maybe the Board would fire him. He suggested that the students be kept in school, no more assemblies, parades, or field tips and instead just meet the basic standards.

Maxwell Sinovoi and Lana Sinovoi, parents, were called to speak. Mr. Sinovoi thanked the Board for the important work. As a parent, he felt that the parades and the field trips were important to get the students out of the classroom. He then shared his concern regarding the air quality due to the recent fires. He had been informed that students would remain inside; however; when his daughter was released from school she informed him that she had lunch outside. Through research, he was aware that at the 265 level children must remain inside. He presented a few solutions such as asking parents to help monitor and supervise students, consider a discussion with students on banning smoking, vaping, and poor air quality and to allow Burbank to take the lead. He supports the Parcel Tax because children are the future and there is no better place to spend it than on children.

Lori Little, PTA Membership Vice President, was called to speak. She thanked the Board and the community for attending the kick-off for the Parcel Tax and noted that it was a great day in the community as the schools had also received the Burbank Arts for All grants. She then thanked community members who have joined and thanked the Board for supporting the PTA and the Parcel Tax, which the PTA fully supports and is excited for the outcome once the Parcel Tax passes.

10.b Staff Responses

Superintendent Hill wants to hear both sides of the debate regarding the Parcel Tax. He clarified that the third category in the Parcel Tax language included Career and College Readiness, which includes English, math, science and the core subjects. The $3.5M cuts included cutting interventions in English and math and other areas and he understands Schlossman's position and noted that it was clear that they both have a different vision in education. He believes that an average of $14 per month is a good investment for a robust quality education. The vision and goals established by he and the Board are much broader and he was simply stating the District's vision. His job is to inform the community that if the Parcel Tax does not pass, the need for more potential cuts will continue. If the Parcel Tax passes, it will allow maintaining low class sizes as well as support for English and math and the other core programs. He thanked Mr. Sinovoi for his comments regarding and noted that the Board Policy as recommended by the California School Boards Association limits the level at 275 and he appreciated his compelling argument that we can better than the State air quality recommendation. He will work with the Board Policy Subcommittee and with staff in an effort to figure out how to keep all students inside, which will be a challenge and then he will report at a future Board meeting. He then thanked Lori Little for her support and encouraged the community to support the PTA.

10.c Board Members' Comments and Responses

Member Ferguson thanked all the speakers and the Burbank Arts for All Foundation for the fundraising efforts and the continued advocacy for the arts. He thanked Maxwell Sonovi for his positive comments and for informing the Board regarding his concern with the Air Quality Index. He agreed with Superintendent Hill regarding the challenges of what to do with all the students at capacity and he also appreciated his suggestion on how to help in the future. He then thanked Lori Little for her dedicated work in memberships.

Member Tabet thanked all the speakers, but especially Lori Little for coordinating the PTA membership drive and for their advocacy to be a voice for students. She also thanked PTA President Wendi Harvel for her efforts in making the community a better place. She thanked and appreciated Maxell Sinovoi's comments and solutions. She attended the recent John Muir Middle School Muir Empowered event and congratulated Principal Miller (sitting in the audience) staff, and parent for a wonderful event.

Clerk Frintner thanked all the speakers and said that he always want to hear both sides of the Parcel tax debate. He thanked the BAFA Foundation for adopting the resolution supporting continuing programs as well as new programs for the future. He thanked Mr. and Ms. Sinovoi for being involved parents and for sharing their air quality concern, and for providing possible solutions. He agreed with Superintendent Hill and other Board members that the guidelines be reviewed. He also thanked Lori Little and the PTA as they are the backbone of the school community. He encourage everyone to sign up and become a PTA member. He attended the Alice and Wonderland production at BHS and read at Washington's Community Read-In and thanked the staff for the invitation. He announced the upcoming Angst screening sponsored by the Burbank Council PTA and encouraged the community to attend. He then noted that wearing purple for SPIRIT Day was an annual awareness for the LGBTQ community and to show support.

Vice President Aghakhanian thanked all the speakers for their comments, especially the PTA and the Arts for All Foundation. He thanked Mr. and Ms. Sinovoi for sharing his concerns and for his positive comments and Lori Little for her membership efforts and for delivering his membership card. He attended a pancake breakfast and the Family Service Agency of Burbank event where Senator Anthony Portantino spoke about mental health and said that the District needed to continue to do better. He then announced the Disney Dia De Los Muertos celebration, the Leadership Burbank and the Miller Multi-Cultural events.

President Reynolds thanked the BAFA for their work and continued support. She thanked all the speakers and said that she always welcomes the diversity of opinion, She also thanked Mr. and Ms. Sinovoi for sharing his concern and for his positive comments and Lori Little for her promoting PTA Memberships.

She echoed Clerk Frintners' comment that the PTA is the largest advocacy organization and the importance of becoming a member to be able to influence legislation. She attended Muir's Empowered event, which was amazing and thanked Principal Dr. Miller for the invitation. She also attended the WASC study session at the Burbank Adult School and then announced the upcoming Ed Walk and encouraged the community to join her.

11. REPORTS TO THE BOARD

11.a Superintendent's Comments

Superintendent Hill thanked all staff for participating in the Disaster Drill on October 17 and for the seriousness in which each employee practiced their roles and reminded the community to prepare and practice at home. He also thanked Jefferson and Washington for doing an outstanding job. He then highlighted his school visit to Emerson Elementary School where teacher Bob Berger demonstrated a technology Google classroom lesson in his 5th grade, which was impressive. He then visited Paula Gisel's class where she demonstrated a Science lesson, which was also amazing and noted that these types of teaching take place on a daily basis districtwide and that teachers are doing outstanding work.

11.b Report on California Healthy Youth Act and Health Framework

Sharon Cuseo, Assistant Superintendent, Instructional Services, reported on the California Healthy Youth Act and Health Framework, as presented.

California Healthy Youth Act and the Health Framework 10-17-19.pdf (O.F. 27,858)

Sharon Cuseo used a PowerPoint to guide her report. She reported that California passed Assembly Bill 329, which revised the California Education Code mandating comprehensive Sexual Health Education to protect student sexual and reproductive and to provide knowledge and skills on body image, gender, sexual orientation, relationships, and marriage and family. The new law includes adolescent relationship abuse, sex trafficking, reinforcement on healthy behavior, and requires that instruction and materials be appropriate for students of all sexual orientations and genders. The current District curriculum includes grades 6, 7 and 9 and no new curriculum for elementary. Additional resources include grade 6 and 7 (publisher materials), grade 8 social science lessons on LGBTQ contributions as part of the Civil Rights movement, and grade 10 lesson materials on LGBTQ are currently being piloted.

The new Health Framework 2019 does not mandate a curriculum; however, it emphasizes an inclusive classroom, so that students feel safe and free from harassment. She briefly reviewed the School Climate Survey data noting that physical appearance showed at 53% and gender identity at 35%. In order to address those issues, the District has implemented the Positive Behaviors and Interventions Program (PBIS) and other interventions are currently taking place. The District will monitor all of the pilot resources for success and then create a plan for districtwide implementation.

Clerk Frintner thanked Ms. Cuseo for her thorough report, and asked for clarification regarding the requirement that instruction and materials be appropriate for students of all sexual orientations and genders and the Health Framework noting that the District has not adopted new curriculum and is the current curriculum appropriate for LGBTQ students. Ms. Cuseo explained that teacher Robyn Russon has been serving in the State Health framework team and lessons have been incorporated as opposed to new materials. The high schools are being proactive in incorporating the framework. In elementary inclusivity has been addressed and in Social Science. She also pointed out that the law provides parents to exclude students from instruction, but there is no exclusion for the Social Science element. Clerk Frintner said that education needed to take place earlier and hoped that staff follow-up to address the needs of students. Ms. Cuseo noted that currently two teachers attend the meeting at LACOE and bring back the lessons to incorporate in the classroom. In addition, the social science adoption is taking place in high school and the plan is to come back to look at elementary Science materials.

Member Tabet asked that the California Healthy Youth Act and Health Framework be posted on the District's website for easy access to parents.

11.c Report on the California Assessment of Student Performance and Progress (CAASPP)

Sharon Cuseo, Assistant Superintendent, Instructional Services, reported on the CAASPP results of the spring 2019 test administration, as presented.

Report on CAASPP 10-17-2019.pdf (O.F. 27,859)

Ms. Cuseo Use a PowerPoint to highlight her presentation on the annual State testing results. She reported on the percent of student standards met and standards exceeded in English Language Arts and Literacy and noted that small progress had been made. Compared to State and County results, Burbank scores were a bit higher. The same results with mathematics showed that the District is doing a bit better than the County and the State. However, this is a concern. A lot of effort, time, resources, and energy have been directed towards math and are waiting to see the new level of performance on new assessments and content standards. The small District growth was typical of what it is seen in the State and all district, which a State concern. The District continues to focus in this area and it is not due to lack of effort and/or talent.

Member Ferguson said that we continue to see the data and noted that interventions were cut this year. Some of the battles with testing was a resource issue. This is not where we need to settle and felt that resourcing was a major problem facing the District due to lack of funding.

11.d Report on Facilities and Technology Projects

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

Facilities and Technology PP101719.pdf (O.F. 27,860)

Debbie Kukta used a PowerPoint to report on a change order for the Burbank Adult School and noted that the change order had added additional cost to the contract.

12. PUBLIC HEARING

12.a Public Hearing on Proposed Conveyance of Easement of District Property

The Board of Education conducted a public hearing to receive input from any interested parties on the Proposed Conveyance of Easement of District Property, which has been made available for public review prior to the Board meeting per Education Code Section 17556, et seq., as presented.

Public Hearing - Muir Easement Revised.pdf (O.F. 27,861)

The Public Hearing opened at 8:30 p.m. There was no one present who wished to address the Board. The Public Hearing closed at 8:31 p.m.

13. NEW AND/OR UNFINISHED BUSINESS

13.a Approval to Grant an Easement Deed to the City of Burbank, John Muir Middle School

That the Board of Education grant an Easement Deed to the City of Burbank, as presented.

Muir Easement Approval.pdf (O.F. 27,862)

The City of Burbank has been in the process of performing sidewalk improvements under the City's Safe Routes to School Project to accommodate handicap access at various sites. The site affected is John Muir Middle School at the driveway entrance to the teacher parking lot on the western side of Kenneth Road between Walnut and Delaware.

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

13.b Approval of School-Connected Independent 501c3 Organizations for 2019-2020

That the Board of Education approve the School- Connected Independent 501c3 Organizations, School Year 2019-2020, pursuant to Administrative Regulation 1230: Community Relations – School-Connected Organizations, effective October 18, 2019 through ~~October 16, 2020~~, June 1, 2020, as presented.

School Connected Organizations 10-17-19.pdf (O.F. 27,863)

Dr. Paramo reported that this was the annual recommendation to approve independent 501c3 organization who had completed the required paperwork. Three organizations are from Burbank High School and four from John Burroughs HS, since the former Burbank Schools Boosters Association (BSBA) no longer exist. At the high school level, the fundraising efforts are directed through the ASB and at the elementary level; the Office Managers have been tasked to assist the Fundraising Committees. He reported that all the listed groups had submitted the necessary paperwork, except the BHS Baseball, which is pending the tax information. He informed the Board that the paperwork filed by these groups was available through the Google drive and in the Instructional Services Department.

Member Tabet asked that these groups be reminded that the minutes and copies of their financial records must be sent to the site administrator and that a mid-year report needed to take place. Dr. Paramo was proud of the level of training received by the Assistant Principals of Athletics and Activities. He said that this is the first year that he received the best and most complete packets and he attributed it to the training. Member Tabet noted that these groups are operated by volunteers and asked about training. Dr. Paramo reported that training had been provided.

Member Ferguson thanked Dr. Paramo for his report and proposed that connected organization status be granted until the end of January pending possible changes in fund-raising conditions. He proposed the ending date as January 31, 2020 to be able to look at fund-raising restrictions and potential budget cuts.

President Reynolds requested a brief explanation regarding the recent changes in the fund-raising process. Dr. Paramo explained that BSBA was the umbrella for these organizations by overseeing the compliance process. The BSBA was not able to continue and a solution had to be implemented to be able to continue to fundraise. The working model at the secondary level continue through ASB. The biggest adjustment was the elementary schools. Training has taken place to get a system in place. The use of software was also implemented to ensure that programs and procedure are being followed.

Additional conversation between Member Tabet and Member Ferguson took place regarding the proposed approval date of January 31, 2020 and not being a good idea to end fundraising efforts mid-way because some of the groups will not be able to compete. Clerk Frintner clarified that the Mid-Year Report could be used to deny any organizations that are not complying with the requirements. Member Tabet was not comfortable with making changes at mid-year and requested a District and a 501c3 budget report.

President Reynolds clarified that the compliance standards deal with the reporting and that it was a matter of staying compliant with the IRS in order to be a legal organization as opposed to the fundraising efforts, which is a different conversation. She agreed that the mid-year report would provide the opportunity to check that compliance is being met. Additional conversation took place regarding the Bluebear tracking system currently being used and the concern regarding the District's financial situation. Dr. Paramo then suggested that the approval be granted through June 30, 2020 to be able to begin the new school year in July and granting the Superintendent lead way to approve organizations that may need approval during the summer.

Vice President Aghakhanian asked how the groups were selected. Dr. Paramo explained that the organizations were not selected, each organization submitted and complied with the requirements.

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of ***Education amend the item as recommended October 18, 2019 through June 1, 2020 and that Superintendent Hill be authorized to extend connected status based on need and compliance with additional rules that may be made.*** The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

13.c Approval of Status of Local Indicators, Fall 2019

That the Board of Education approve the Status of Local Indicators as "met", as presented.

Status of Local Indicators Approval 10-17-2019.pdf (O.F. 27,864)

Sharon Cuseo reported that annually the District is required to submit the data to the State. This is the tool that replaced the Academic Performance Index (API), which was the system used by parent to compare other districts. Now the State Dashboard is used to pull the data from the student information system. In addition, the District is required to complete a self-reflection tool. She noted that new standards in World Language and Visual and Performing Arts lowered the scale from five to three; however, scores will continue to improve moving forward.

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

13.d Approval of Award of Contract for After School Child Care Management System, Eleyo

That the Board of Education approve an agreement between Burbank Unified School District and Eleyo, to provide a comprehensive Child Care Management System, not to exceed $140,000 (12.0-90602-0-00000-2700-5840-754-0000) ATB (12.0-90601-0-00000-2700-5840-508-0000) Horace Mann, effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Child Care Management System - Award of Contract.pdf (O.F. 27,865)

Debbie Kukta reported that the Child Development staff were dissatisfied with the current software system. The District issued a Request for Proposal. Four vendors submitted proposals for consideration. Two vendors were selected to provide a demonstration, but Eleyo was selected at the end.

President Reynolds commented that this was a great tool to be able to track a waiting list and effectively take care of deposits, which has been a challenge in the past.

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

13.e Ratification of Interagency Agreement for a Plan to Ensure School Stability for Foster Care Youth (LCAP Funds)

That the Board of Education ratify the Interagency Agreement between the Burbank Unified School District, DCFS, WDACS, and LACOE, to provide transportation for Foster Care Youth, not to exceed $22,082.85 (01.0-01500.0-00000-36000-5812-745.2000) LCAP funds, effective August 12, 2019 through June 30, 2020, and that the authority to sign the agreement be exercised pursuant to BUSD/AR 3314, as presented.

Interagency Agreement Board Report.pdf (O.F. 27,866)

Superintendent Hill reported that last year the County piloted a transportation program for Foster Care Youth. This year the County is asking that districts pay 50% of the cost, which is the share for the estimated number of students, who may need transportation services.

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

13.f Adoption of Resolution 16 for the Elimination or Reduction of Services for Classified Positions

That the Board of Education adopt Resolution 16 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 16 - Reduction in Force.pdf (O.F. 27,867)

Sarah Niemann reported that two positions were recommended for elimination. These positions are vacant and will not involve bumping. The other position is a reduction due to lack of work and will not involve bumping.

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

13.g Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

That the Board of Education approved the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

Policy Updates_BP5141.52_Suicide Prevention_2nd Read_101719.pdf (O.F. 27,868)

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

13.h Acceptance of Gifts

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

Gift Report_101719.pdf (27,869)

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

14. CONSENT AGENDA

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960030242, not to exceed $6,000 (01.0-65000.0-50010-36000-5813-7440000), effective September 30, 2019 through May 23, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960030242_Settlement Agreement.pdf CE (O.F. 27,857)

14.b Approval of Personnel Report Number 19-20-07

That the Board of Education approve Personnel Report number 19-20-07, covering Certificated and Classified personnel, and consisting of Pages 1 to 20 inclusive, as presented.

Personnel Report.pdf (O.F. 27,870)

14.c 2019-2020 Purchase Order Report

That the Board of Education approve Purchase Orders for 2019-2020 as listed through September 23, 2019, as presented.

2019-2020 Purchase Order Report.pdf (O.F. 27,871)

14.d Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $7,627,515.50 and commercial warrants in the total amount of $1,747,515.02, as presented.

Warrants.pdf (O.F. 27,872)

14.e Approval of Instructional Consultant Services

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

Consultants_Redacted.pdf (O.F. 27,873)

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

14.f Ratification of 2019-2020 Workforce Innovation and Opportunity Act Grant

That the Board of Education ratify the acceptance of the Workforce Innovation and Opportunity Act Grant funding, in the amount of $244,440, effective July 1, 2019 through June 30, 2020, and that the authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

BAS Ratification WIOA Grant (002).pdf (O.F. 27,874)

14.g Approval of Agreement - Los Angeles County Office of Education

That the Board of Education approve the agreement between the Burbank Unified School District/Burbank Adult School and the Los Angeles County Office of Education Contract 131616 19:20, to provide Pre-Certified Nurse Assistant training to GAIN/GROW participants, effective October 18, 2019 through June 30, 2020, and that the authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

BAS LACOE Agreement 2019.20.pdf (O.F. 27,875)

14.h Approval of Participating Internship Partner Agreement

That the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and internship partner listed in Exhibit A, effective October 18, 2019 through October 17, 2024 with an annual review, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Partnership Agmt.pdf (O.F. 27,876)

14.i Ratification of Agreement Between Burbank Unified School District and Los Angeles County Office of Education for Scale Up! Student Success Through Technology and Arts Integration Project

That the Board of Education ratify the Agreement, with Los Angeles County Office of Education, Contract 131287:19:2, to reimburse the district all costs associated with this program, effective September 3, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Agreement LACOE Technology Enhanced Arts Learning Project.pdf (O.F. 27,877)

14.j 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 $348,830.27 (01.0-60100.0-0-00000-27000-5810-7429000), effective July 1, 2019 through June 30, 2020, and that authority to sign this agreement to exercised pursuant to BUSD -AR 3314, as presented.

BGC_ASES Contract 19-20.pdf (O.F. 27,878)

14.k Approval of Agreement for Professional Services, Developer Fee Justification Study

That the Board of Education approve an agreement between Burbank Unified School District and Koppel & Gruber Public Finance, to perform a developer fee justification study, not to exceed $8,500 (25.0-00000.0-00000-85000-5850-7471000), effective

October 18, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Developer Fee Study Agmt.pdf (O.F. 27,879)

14.l Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2019-2020

That the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2019-2020, Report Summary No. 1, July 1, 2019 through September 30, 2019, as presented.

UCP_Reporting_1st quarter board report_2019-2020 .pdf (O.F. 27,880)

14.m Ratification of Change Order No. 1, Scorpio Enterprises, dba AireMasters Air Conditioning, Bid 1718-001, Site Work, Two Modular Classrooms, Vocational Nursing Program, Burbank Adult School (Adult Education Fund)

That the Board of Education ratify additive Change Order No 1, Scorpio Enterprises, dba AireMasters Air Conditioning, Bid 1718-001, Site Work, Two Modular Classrooms, Vocational Nursing Program, Burbank Adult School, effective September 10, 2019 through September 21, 2020, not to exceed $59,829.71 (110-63910-0-41104-85000-6230-533-0000) Adult Education Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. This change order is a compilation of the following PCO's (proposed-change orders): 1. Added low voltage scope - $1,464.78 2. Rework of curb drain at new approach - $696.15 3. Relocation of low voltage conduit - $4,412.01 4 Rework additional base for asphalt - $6,877.50 5. Additional fencing around portables - $5,040.00 6. Additional asphalt work in ADA handicap area now on drawings - $11,385.15 7. Rework metal ramp to correct elevation deficiency - $8,601.54 8. Additional mobilization costs due to delay of approval of CCD#1 changes $18,387.14 9. Install previously deleted value engineered fencing - $31,582.95

10-17-19 Ratification-CO# 1_ AireMasters_ Adult VNP.pdf (O.F. 27,881)

14.n Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of October 3, 2019, as presented.

Minutes.10.03.19.pdf (O.F. 27,882)

It was moved by Armond Aghakhanian, and seconded by Steve Frintner, that the Board of Education approve items ***14a through 14n, except item 14e, which was considered separately***. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

15. REQUESTS TO ADDRESS THE BOARD

15.a Public Communications

Schlossman, resident, was called to speak. He noted that everyone wants to be included and suggested that the rainbow flag be displayed at all schools. He used an ice cream analogy to note that he is not able to afford ice cream due to living paycheck to paycheck. Mr. Ferguson talked about resourcing, and said

that he is not getting what he paid for, and the District should be teaching kids the fundamentals. Dr. Hill's end of the Parcel Tax will be over a $1,000 per month, which was for the benefit of employees not the students. He is not getting what he paid for and he is not getting results. He then suggested that Superintendent Hill visit an elementary school during recess to see students play and not to take students out of the classroom or hire new PE teachers.

15.b Staff Responses

Superintendent Hill did not comment at this time.

15.c Board Members' Comments and Responses

Vice President Aghakhanian clarified that his son likes chocolate ice cream and thanked the PTA for delivering the ice cream coupon. Teaching students how to save money, will require hiring new teachers.

Member Ferguson understands that the Board should be made accountable with the dollars available; however, the burden shifted to public education over the past two decades has not benefited the District. The mission has expanded, but the financials have not. He believes that this is resourcing issue and believes that the District is giving back and more with the limited resources available and he could only imagine what the District is able to do at full funding.

16. ADJOURNMENT

The meeting adjourned at 9:16 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

11/7/2019
_____
DATE

_____
STEVE FRINTNER, CLERK

TO: Board of Education / Superintendent Consent 11/7/2019

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

SUBJECT: Certificated Personnel - Report Number 19 - 20 - 08. 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.

| RESIGNATION | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE ENDING DATE |
|---|---|---|---|---|---|---|
| **ALYSIA, ISELI**<br>Human Resources | Substitute Teacher<br>Resign eff 08/01/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 8/15/16 | 7/18/2019 |
| **BENNETT, THOMAS**<br>Human Resources | Substitute Teacher<br>Resign eff 8/26/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 1/17/17 | 8/26/2019 |
| **BRIKS-STAFFORD, ERICKA**<br>Human Resources | Substitute Teacher<br>Resign eff 7/31/19 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 11/9/16 | 7/31/2019 |
| **CORNEJO, JUAN**<br>Human Resources | Substitute Teacher<br>Substitute Teacher | 01.0-00000.0-11100-10000-1160-7550000<br>01.0-65000.0-57700-11100-1160-7440000 | 100<br>100 | | began service 8/14/17 | 7/18/2019 |
| **DEAN, MICHAEL**<br>Human Resources | Substitute Teacher<br>Resign eff 09/08/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 11/2/18 | 9/8/2019 |
| **ISELI, ALYSIA**<br>Human Resources | Substitute Teacher<br>Resign eff 8/1/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 8/15/16 | 8/1/2019 |
| **MCBRATNEY, MICHELLE**<br>Human Resources | Substitute Teacher<br>Resign eff 08/12/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 8/18/14 | 8/12/2019 |
| **MICELI, DANIELLE**<br>Human Resources | Substitute Teacher<br>Resign eff 09/20/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 12/19/18 | 9/20/2019 |
| **NERSISYAN, KARINE**<br>Human Resources | Substitute Teacher<br>Resign eff 08/12/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 9/11/2017 | 8/12/2019 |
| **STRASHEIM, JENNIFER**<br>Human Resources | Substitute Teacher<br>Resign eff 07/24/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 1/7/19 | 8/12/2019 |
| **STRASHEIM, JENNIFER**<br>Human Resources | Substitute Teacher<br>Resign eff 7/24/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 1/7/19 | 7/24/2019 |
| **VELOZ, TORREY**<br>Human Resources | Substitute Teacher<br>Resign eff 10/4/2019 | 01.0-00000.0-11100-10000-1160-7552000 | 100 | | Began Service 12/1/17 | 10/4/2019 |

| RESIGNATION/POSITION | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE ENDING DATE |
|---|---|---|---|---|---|---|
| **ZINALVAND, AYDA** Childrens Center | Cc Teacher: School Age CC Teacher-9.5 months - FTE:18.7% | 12.0-90602.0-11100-10000-1110-2160000 | 100 | | Began Assignment 10/6/2016 | 10/8/2019 |

| ELECTION: INTERVENTION | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE ENDING DATE |
|---|---|---|---|---|---|---|
| **HOWE, JACQUELINE** Mc Kinley Elementary School | Teacher: Intervention Intervention Teacher | 01.0-30100.0-11100-10012-1130-2099000 | 100 | | | 10/14/2019 |
| **NEEB, MICAELA** Mc Kinley Elementary School | Teacher: Intervention Intervention Teacher | 01.0-30100.0-11100-10012-1130-2099000 | 100 | | | 10/7/2019 |

| ELECTION: PROBATIONARY | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE ENDING DATE |
|---|---|---|---|---|---|---|
| **ALULEMA, KIMBERLY** Childrens Center | Cc Teacher: School Age CC Teacher-9.5 months - FTE:43.8% | 12.0-90602.0-11100-10000-1110-2020000 | 100 | RA:003 - ST:01 | | 10/14/2019 |
| **CERA, PATRICIA** Childrens Center | Cc Teacher: School Age CC Teacher-9.5 months - FTE:50% | 12.0-90602.0-11100-10000-1110-2160000 | 100 | RA:005 - ST:01 | | 10/15/2019 |
| **BALUTA, MARINA** John Muir Middle School | Special Ed Teacher Special Ed Teacher - FTE:100% | 01.0-65000.0-57700-11100-1110-3220000 | 100 | RA:004 - ST:08 STP: $1345 | | 10/9/2019 |

| CHANGE OF SALARY | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE ENDING DATE |
|---|---|---|---|---|---|---|
| **ABOOLIAN, ZOYA** Childrens Center | Split Shift Stipend CC Teacher-12 months - FTE:100% | 12.0-90601.0-00010-10000-1110-5080000 | 100 | Salary Rate: $82.00 STP: $82 | To add split shift stipend | 8/12/2019 |

| LEAVE OF ABSENCE (PAID) | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE ENDING DATE |
|---|---|---|---|---|---|---|
| **CT 0087-29,** Disney Elementary School | Teacher Leave of Absence - FTE:100% | 01.0-00000.0-11100-10000-1110-2010000 | 100 | RA:005 - ST:24 | Paid Admin LOA | 10/1/2019 10/11/2019 |

| ELECTION: SUBSTITUTE | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE ENDING DATE |
|---|---|---|---|---|---|---|
| **GREEN, JOHN** Human Resources | Long Term Sub Teacher English Teacher | 01.0-00000.0-11100-10000-1160-4320000 | 100 | Salary Rate: $170.00 | | 10/7/2019 11/1/2019 |
| **AGHAJANYAN, VAHE** Human Resources | Sub Tchr/spec Ed Sub Tchr Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/04/2019 |
| **CASPER, WILLIAM** Human Resources | Sub Tchr/spec Ed Sub Tchr Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/10/2019 |
| **DADEKIAN, KRISTINA** Human Resources | Sub Tchr/spec Ed Sub Tchr Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/08/2019 |
| **HOWE, JACQUELINE** Human Resources | Sub Tchr/spec Ed Sub Tchr Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/04/2019 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **LOPEZ, CELINA**<br>Human Resources | Sub Tchr/spec Ed Sub Tchr<br>Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/10/2019 |
| **NEEB, MICAELA**<br>Human Resources | Sub Tchr/spec Ed Sub Tchr<br>Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/04/2019 |
| **WAISMAN, GABRIEL**<br>Human Resources | Sub Tchr/spec Ed Sub Tchr<br>Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/08/2019 |
| **CLENDENIN, ERIN**<br>Human Resources | Substitute Teacher<br>Substitute Teacher | 01.0-00000.0-11100-10000-1160-755200 | 100 | Salary Rate: $135/140 | | 10/11/2019 |
| **LEWIS, JEROME**<br>Human Resources | Substitute Teacher<br>Substitute Teacher | 01.0-00000.0-11100-10000-1160-7552000 | 100 | Salary Rate: $135/140 | | 10/07/2019 |

| ELECTION: ADULT SCHOOL | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE<br>ENDING DATE |
|---|---|---|---|---|---|---|
| **CLARK, KIMBERLEY**<br>Adult School | Teacher: Adult School<br>Business Technology | 11.0-63910.0-41104-10000-1130-5330000 | 100 | RA:001 - ST:01 | | 9/9/2019 |

| CHANGE OF END DATE | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE<br>ENDING DATE |
|---|---|---|---|---|---|---|
| **LEWIS, LAQUANNIA**<br>Human Resources | Substitute Teacher<br>Substitute Teacher | 01.0-00000.0-11100-10000-1160-4320000 | 100 | | | 09/03/2019<br>10/25/2019 |

| ELECTION: LONG TERM SUBS | ASSIGNMENT | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE<br>ENDING DATE |
|---|---|---|---|---|---|---|
| **ANDRUSCO, ROBERT**<br>Human Resources | Long Term Sub Teacher | 11.0-63910.0-41100-10000-1160-5330044 | 100 | Salary Rate: $170.00 | | 10/7/2019<br>11/1/2019 |
| **FERERA, CHRISTOPHER**<br>Human Resources | Long Term Sub Teacher<br>Social Studies and English Teacher | 01.0-00000.0-11100-10000-1160-4320000 | 100 | Salary Rate: $170.00 | | 10/9/2019<br>11/11/2019 |

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 19-20-08

November 7, 2019
Certificated - Hourly

| Name | Program/Site | Task/Project | Type | Rate | Hour Cap | Applicable Payrolls |
|---|---|---|---|---|---|---|
| Angulo, Sonia | Disney | Intervention Planning | Hourly | $33.77 | 6 | October - May |
| Angulo, Sonia | Disney | Intervention Teaching | Hourly | $45.52 | 17 | October - May |
| Ault, Callie | Washington | Intervention Planning | Hourly | $33.77 | 4 | October - December |
| Ault, Callie | Washington | Intervention Teaching | Hourly | $45.52 | 8 | October - December |
| Belavek, Shauna | Jefferson | Class Coverage | Hourly | $46.60 | 0.38 | October |
| Bethel, Lisa | Edison | Intervention Planning | Hourly | $33.77 | 4.5 | October |
| Bethel, Lisa | Edison | Intervention Teaching | Hourly | $45.52 | 32.5 | October |
| Bonino, Gabriella | Special Ed | Home Teacher | Hourly | $36.09 | 25.5 | September - October |
| Clendenin, Erin | Jefferson | Intervention Teaching | Hourly | $45.52 | 58 | October - May |
| Cranmer, Deborah | Jefferson | Class Coverage | Hourly | $46.60 | 0.38 | October |
| Dixon, Joann | Special Ed | Home Teacher | Hourly | $36.09 | 36 | October - November |
| Doyle, Zachary | Jefferson | Intervention Teaching | Hourly | $45.52 | 58 | October - May |
| Glenn,Daniel Patrick | Roosevelt | Additional Hours as sub | Daily | $135.00 | 1 | September |
| Gergely, Suzanne | Monterey Infant | Additional Hours as sub | Hourly | $16.76 | 3 | September - October |
| Johnson, Sandra | Edison | Intervention Planning | Hourly | $33.77 | 4.5 | October |
| Johnson, Sandra | Edison | Intervention Teaching | Hourly | $45.52 | 32.5 | October |
| Everett, LaToya | Washington | Intervention Planning | Hourly | $33.77 | 4 | October - December |
| Kichichian, Marline | Providencia | Intervention Teaching | Hourly | $45.52 | 5 | October |
| Kichichian, Marline | Providencia | Intervention Teaching | Hourly | $45.52 | 10 | October - May |
| Kling, Sarah | Edison | Intervention Planning | Hourly | $33.77 | 5 | October |
| Kling, Sarah | Edison | Intervention Teaching | Hourly | $45.52 | 41 | October |
| Everett, LaToya | Washington | Intervention Teaching | Hourly | $45.52 | 8 | October - December |
| Landin-White, Theresa | Washington | Intervention Planning | Hourly | $33.77 | 4 | October - December |
| Landin-White, Theresa | Washington | Intervention Teaching | Hourly | $45.52 | 8 | October - December |
| Longtain, Rosanne | Washington | Intervention Planning | Hourly | $33.77 | 4 | October - December |
| Longtain, Rosanne | Washington | Intervention Teaching | Hourly | $45.52 | 8 | October - December |
| Madera Herrera, Maria | Disney | Intervention Planning | Hourly | $33.77 | 6 | October - May |
| Madera Herrera, Maria | Disney | Intervention Teaching | Hourly | $45.52 | 17 | October - May |
| Madrosians, Christine | Horace Mann | Additional Hours as sub | Hourly | $16.76 | 5 | October |
| Marino, Erin | Disney | Intervention Planning | Hourly | $33.77 | 12 | October - May |
| Marino, Erin | Disney | Intervention Teaching | Hourly | $45.52 | 26 | October - May |

| | | | | | | |
|---|---|---|---|---|---|---|
| Marshall, Elaine | McKinley ATB | Additional hours overtime | Hourly | $26.33 | 1 | October |
| Melchor, Leslie | Disney | Intervention Planning | Hourly | $33.77 | 6 | October - May |
| Melchor, Leslie | Disney | Intervention Teaching | Hourly | $45.52 | 16 | October - May |
| Morrison, Rosemary | Disney | Intervention Planning | Hourly | $33.77 | 6 | October - May |
| Morrison, Rosemary | Disney | Intervention Teaching | Hourly | $45.52 | 20 | October - May |
| Pashen, Chelsea | Washington | Intervention Planning | Hourly | $33.77 | 4 | October - December |
| Pashen, Chelsea | Washington | Intervention Teaching | Hourly | $45.52 | 8 | October - December |
| Pelayo, Gricelda | Disney | Intervention Planning | Hourly | $33.77 | 6 | October - May |
| Pelayo, Gricelda | Disney | Intervention Teaching | Hourly | $45.52 | 17 | October - May |
| Pippert, Elva | Disney | Intervention Planning | Hourly | $33.77 | 12 | October - May |
| Pippert, Elva | Disney | Intervention Teaching | Hourly | $45.52 | 26 | October - May |
| Rosales, Jessica Danielle | Disney CC | Additional Hours as sub | Hourly | $16.76 | .5 | September |
| Rosales, Jessica Danielle | Washington | Additional Hours as sub | Hourly | $16.76 | .5 | September |
| Quirin-Uribe, Kristanna | Jefferson | Class Coverage | Hourly | $46.60 | 0.38 | October |
| Sasaki, Heidi | Muir | Overlap day | Daily | $135.00 | 1 | October |
| Sawyer, Rayell | Edison | Intervention Planning | Hourly | $33.77 | 5 | October |
| Sawyer, Rayell | Edison | Intervention Teaching | Hourly | $45.52 | 40 | October |
| Sherwood, Brian | Burbank HS | Other Hourly | Hourly | $33.77 | 1 | October |
| Solares, Silvia | Disney | Intervention Planning | Hourly | $33.77 | 6 | October - May |
| Solares, Silvia | Disney | Intervention Teaching | Hourly | $45.52 | 8 | October - May |
| Solyom, Karen | Jefferson | Class Coverage | Hourly | $46.60 | 0.38 | October |
| Steinberg, Steven | Emerson ATB | Additional hours as needed | Hourly | $18.70 | 60 | October - December |
| Ta, Nien | Disney | Intervention Planning | Hourly | $33.77 | 12 | October - May |
| Ta, Nien | Disney | Intervention Teaching | Hourly | $45.52 | 26 | October - May |
| Thomas, Julie | Disney | Intervention Planning | Hourly | $33.77 | 3 | October – December |
| Thomas, Julie | Disney | Intervention Planning | Hourly | $33.77 | 6 | October - May |
| Thomas, Julie | Disney | Intervention Teaching | Hourly | $45.52 | 9 | October - May |
| Udall, Kristin | Jefferson | Intervention Teaching | Hourly | $45.52 | 58 | October - May |
| Wahe, Debra | Special Ed | Home Teacher | Hourly | $36.09 | 66 | October - January |

| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Retirement | | | | | | | | |
| REAGAN, Mary Agnes | Healthcare Instructional Assistant-Severely Impaired | 01.0-65000.0-57500-11908-2110-2150000 | .750 | 37-VI | D | 12-31-19 | | Stevenson Elementary employed since 09-09-02 |
| Resignation | | | | | | | | |
| FONAROW, Laura | Discrete Trial Facilitator | 01.0-65000.0-57500-11905-2110-7440000 | .8125 | 40-III | D | 11-08-19 | | Special Education |
| GUNTER, Marcus | Educational Interpreter IV | 01.0-33100.0-57700-11104-2110-4310000 | .9375 | 61-VI | D | 10-08-19 | | Burbank High School |
| MEJIA, Sandra | Elementary School Aide | 01.0-00000.0-11100-10009-2910-2132000 | .375 | 27-II | D | 10-21-19 | | Providencia Elementary |
| MUNOZ, Vanessa | Instructional Assistant-Special Education | 01.0-33100.0-57700-11100-2110-4310000 | .750 | 32-III | D | 10-01-19 | | Burbank High School |
| PILE, Amanda | Instructional Assistant-Severely Impaired | 01.0-65000.0-57500-11100-2110-7440000 | .8125 | 35-III | D | 09-27-19 | | Special Education |
| SOLIS, Jenna | Instructional Assistant-Primary Language Support | 01.0-01500.0-47601-10000-2110-2090000 | .375 | 31-II | D | 10-29-19 | | McKinley Elementary |
| Leave | | | | | | | | |
| CL 0091-19 | | 01.0-33100.0-57700-11100-2110-2030000 | .750 | 32-VI | D | 10-08-19 | 10-31-19 | Human Resources Paid Administrative |
| Additional Compensation for Longevity | | | | | | | | |
| ANDERSON, Jennifer | Occupational Therapist | 01.0-65000.0-57500-31409-2211-7440000 | 1.00 | D-VII | A | 10-01-19 | | Special Education 14 yrs., $268/mo. |
| BURKHART, Shari | Food Service Field Supervisor | 13.0-53100.0-00000-37009-2312-7490000 | 1.00 | H-VI | C | 10-01-19 | | Food Services 19 yrs., $334/mo. |
| COSIO, Teresa | Instructional Assistant-Severely Impaired | 11.0-63910.0-41100-10000-2110-5330044 | .750 | 35-VI | D | 10-01-19 | | Burbank Adult School 20 yrs., $167/mo. |
| GIAMPIETRO, Tina | Food Service Operations Technician | 13.0-53100.0-00000-37001-2410-7490000 | .875 | 44-V | C | 10-01-19 | | Food Services 10 yrs., $85/mo. |
| QUITERIO, Cindy | Executive Assistant-Human Resources | 01.0-00000.0-00000-72000-2411-7550000 | 1.00 | AA-II | A | 10-01-19 | | Human Resources 25 yrs., $399/mo. |



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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Additional Compensation for Longevity (Continued) | | | | | | | | |
| RIOS, Lydia | Instructional Assistant-Children's Center | 12.0-90602.0-11100-10000-2110-2050000 | .8125 | 32-VI | C | 10-01-19 | | Bret Harte Around the Bell<br>25 yrs., $208/mo. |
| THOMAS, Loreen | Instructional Assistant-Special Education | 01.0-65000.0-57700-11200-2110-2050000 | .750 | 32-VI | D | 10-01-19 | | Bret Harte Elementary<br>25 yrs., $208/mo. |
| WILLIAMS, Kimberly | Food Service Supervisor II | 13.0-53100.0-00000-37009-2312-4320000 | 1.00 | S-VII | D | 10-01-19 | | Food Services<br>19 yrs., $334/mo. |
| Additional Compensation for Cell Phone | | | | | | | | |
| PUMPIAN-MINDLIN, Ilya | School Office Manager-Adult School | 11.0-63910.0-41100-27000-2980-5330044<br>11.0-63910.0-41101-27000-2980-5330000<br>11.0-63910.0-41102-27000-2980-5330000<br>11.0-63910.0-41104-27000-2980-5330000<br>11.0-63910.0-41106-27000-2980-5330000<br>11.0-00639.0-41100-27000-2980-5330000 | .100<br>.100<br>.300<br>.250<br>.150<br>.100 | 43-VI | A | 07-01-19 | | Burbank Adult School |
| Additional Compensation for Masters | | | | | | | | |
| SAYAMOUNGKHOUNE, Paul | Behavior Interventionist | 01.0-01500.0-00000-31420-2211-7440000 | 1.00 | L-III | C | 10-01-19 | | Special Education |
| Additional Compensation for Severely Impaired | | | | | | | | |
| KARIMIAN, Roobina | Instructional Assistant-Translator DHH | 01.0-33100.0-57500-11100-2110-2160000 | .750 | 33-VI | D | 08-12-19 | | Washington Elementary |
| Change of Assignment – Classification/Location/FTE | | | | | | | | |
| DILACAR, Edna | Elementary School Aide | 01.0-00000.0-11100-10009-2910-2152000 | .400 | 27-III | D | 10-15-19 | | Stevenson Elementary |
| KHAJEHTOURIAN, Katrin | Food Service Assistant | 13.0-53100.0-00000-37000-2210-3220000 | .250 | 27-IV | D | 10-07-19 | | Muir Middle School |
| RATIU, Janet | Instructional Assistant-Children's Center | 12.0-90602.0-11100-10000-2110-2090000 | .500 | 32-II | D | 10-07-19 | | McKinley Around the Bell |
| SAUCEDA, Jafet | Educational Interpreter IV | 01.0-33100.0-57700-11104-2110-4310000 | .8125 | 61-VI | D | 10-08-19 | | Burbank High School |
| SIGALA, Loretta | Instructional Assistant-Children's Center | 12.0-50250.1-11100-10000-2110-2030000 | .375 | 32-II | D | 10-14-19 | | Emerson Children's Center |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Change of Assignment – Classification/Location/FTE (Continued) | | | | | | | | |
| SOLORZANO, Marilu | Food Service Assistant | 13.0-53100.0-00000-37000-2210-4320000 | .250 | 27-II | D | 10-07-19 | | Burroughs High School |
| ZINALVAND, Ayda | Instructional Assistant-Children's Center | 12.0-61050.0-00010-10000-2110-2160000 | 1.00 | 32-VI | D | 10-09-19 | | Washington Children's Center |
| Temporary Change of Assignment | | | | | | | | |
| ARMENTA, Brenda | Food Service Supervisor II | 13.0-53100.0-00000-37009-2312-4320000 | 1.00 | S-IV | I | 09-12-19 | 10-31-19 | Burroughs High School |
| HARTOONIANS, Jaklin | Serving Kitchen Operator | 13.0-53100.0-00000-37000-2210-2100000 | .6875 | 32-IV | I | 09-05-19 | 10-11-19 | Miller Elementary |
| TORRES, Veronica | Serving Kitchen Operator | 13.0-53100.0-00000-37000-2210-2150000 | .6250 | 32-I | I | 09-16-19 | 10-31-19 | Stevenson Elementary |
| VELEZ, Anabel | Food Service Cook III | 13.0-53100.0-00000-37000-2210-7490002 | .875 | 33-VI | I | 09-12-19 | 10-31-19 | Jordan Middle School |
| Election – Monthly | | | | | | | | |
| AZNAVOUR, Yeran | Senior Food Service Assistant | 13.0-53100.0-00000-37000-2210-7490002 | .4688 | 29-I | D | 09-25-19 | | Luther Middle School |
| BRYSON, Lisa | Elementary School Aide | 01.0-00000.0-11100-10009-2910-2052000 | .267 | 27-I | D | 10-14-19 | | Bret Harte Elementary |
| CHOY MORALES, Nancy | Elementary School Aide | 01.0-00000.0-11100-10009-2910-2052000 | | 27-I | D | 10-07-19 | | Bret Harte Elementary |
| ESPARZA, Lauren | Elementary PE Assistant | 01.0-00000.0-11100-10000-2110-7422000 | .750 | 32-I | D | 10-01-19 | | Jefferson Elementary |
| FLORES, Daniel | Safety/Utility Custodian | 11.0-63910.0-41102-82100-2210-5330000<br>11.0-63910.0-41104-82100-2210-5330000<br>11.0-63910.0-41106-82100-2210-5330000<br>11.0-00639.0-41100-82100-2210-5330000<br>11.0-63910.0-41102-83000-2210-5330000<br>11.0-63910.0-41104-83000-2210-5330000<br>11.0-63910.0-41106-83000-2210-5330000<br>11.0-00639.0-41100-83000-2210-5330000 | .170<br>.230<br>.050<br>.050<br>.180<br>.220<br>.050<br>.050 | 35-I | C | 10-26-19 | | Burbank Adult School |
| HICKS-HUNT, Rachel | Senior Secretary | 01.0-00000.0-00000-27000-2410-4310000 | 1.00 | 40-I | A | 10-14-19 | | Burbank High School |
| HERNANDEZ, Alexandra | Food Service Assistant | 13.0-53100.0-00000-37000-2210-4310000 | .250 | 27-I | D | 10-01-19 | | Burbank High School |
| HERNANDEZ, Maria | Custodian | 01.0-00100.0-00000-82100-2210-7520000 | 1.00 | 35-I | A | 10-14-19 | | Facilities Services |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Election – Monthly (Continued) | | | | | | | | |
| LELIKIAN, Tereza | Instructional Assistant-Severely Impaired | 01.0-33100.0-57700-11200-2110-3200000 | .8125 | 35-I | D | 10-21-19 | | Luther Middle School |
| OLFATI, Golak | Instructional Assistant-Severe Behavior II | 01.0-65000.0-57500-11100-2110-2063000 | .8125 | 45-II | D | 10-07-19 | | Jefferson Elementary |
| TURNER, Africa | Elementary School Aide | 01.0-00000.0-11100-10009-2910-2012000 | .3438 | 27-I | D | 10-01-19 | | Disney Elementary |
| Election – Additional Assignment | | | | | | | | |
| KHAJEHTOURIAN, Katrin | Food Service Assistant | 13.0-53100.0-00000-37000-2210-3220000 | .250 | 27-IV | D | 10-07-19 | | Muir Middle School |
| SOLORZANO, Marilu | Food Service Assistant | 13.0-53100.0-00000-37000-2210-4320000 | .2813 | 27-II | D | 10-07-19 | | Burroughs High School |
| Election – Hourly | | | | | | | | |
| ALDAOUD, Sahar | Instructional Assistant-Children's Center | 12.0-90602.0-11100-10000-2130-2050000 | | 32-I | D | 09-01-19 | 06-30-20 | Bret Harte Children's Center |
| AVAKIAN, Jacqueline | Instructional Assistant-Children's Center | 12.0-90602.0-11100-10000-2130-2050000 | | 14.05 | G | 09-23-19 | 10-04-19 | Bret Harte Around the Bell |
| AZNAVOUR, Mary | Senior Food Service Assistant | 13.0-53100.0-00000-37000-2230-3200000 | | 29-I | D | 08-01-18 | 05-30-19 | Luther Middle School |
| BARBINIS, Nicholas | Discrete Trial Facilitator | 01.0-30100.0-47600-10000-2130-2039000 | | 40-II | D | 09-30-19 | 10-31-19 | Emerson Elementary |
| BARBOSA, Gode | Elementary School Aide | 01.0-00000.0-11100-10009-2930-2141000 | | 27-III | D | 09-06-19 | 09-20-19 | Roosevelt Elementary |
| CAFFERTY, Roni | Elementary School Aide | 01.0-00000.0-11000-10009-2960-2062000 | | 27-III | D | 10-01-19 | 05-31-20 | Jefferson Elementary |
| CARRASCO, Janel | Campus Supervision Assistant | 01.0-90904.0-00000-83000-2240-4328100 | | 35-VI | D | 09-27-19 | 09-27-19 | Burroughs High School |
| CARRILLO, Lucienne | Elementary School Aide | 01.0-00000.0-11100-10009-2960-2132000 | | 27-III | D | 10-09-19 | 10-09-19 | Providencia Elementary |
| CASTILLO, Araceli | Elementary School Aide | 01.0-00000.0-11100-10009-2960-2062000 | | 27-III | D | 10-01-19 | 05-31-20 | Jefferson Elementary |
| CHASE, Kristi | Elementary School Aide | 01.0-00000.0-11100-10009-2960-2062000 | | 27-III | D | 10-01-19 | 05-31-20 | Jefferson Elementary |
| DE LA CRUZ, Johanna | Campus Supervision Assistant | 01.0-90904.0-00000-83000-2240-4328100 | | 35-III | D | 09-27-19 | 09-27-19 | Burroughs High School |



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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Election – Hourly (Continued) | | | | | | | | |
| FARAZDAGHI, Marlene | School Office Manager-Children's Center | 12.0-90601.0-00000-27000-2440-5080000 | | 43-III | A | 10-01-19 | 10-31-19 | Horace Mann Children's Center |
| FERNANDO, Tina | Elementary School Aide | 01.0-90201.0-00000-24950-2930-2108200<br>01.0-90201.0-00000-24950-2930-2102010 | | 27-III | D | 09-12-19<br>09-12-19 | 09-12-19<br>09-12-19 | Miller Elementary |
| GABRIELIAN, Susanna | Instructional Assistant-Children's Center | 12.0-90601.0-00010-10000-2130-5080000 | | 14.05 | G | 10-01-19 | 10-31-19 | Horace Mann Children's Center |
| GALSTYAN, Paystar | Instructional Assistant-Children's Center | 12.0-90601.0-00010-10000-2130-5080000 | | 32-I | A | 10-01-19 | 10-31-19 | Horace Mann Children's Center |
| HERNANDEZ, Alexandra | Food Service Assistant | 13.0-53100.0-00000-37000-2230-4310000 | | 27-I | D | 08-01-19 | 05-30-20 | Burbank High School |
| HUSSAIN, Rehana | Food Service Worker | 13.0-53100.0-00000-37000-2230-7490000 | | 12.44 | G | 08-01-19 | 05-30-20 | Food Services |
| JARAMILLO, Dora | School Aide | 01.0-00000.0-11100-10000-2160-7452000 | | 12.00 | G | 10-01-19 | 10-11-19 | Edison Elementary |
| LEWIS, Lesley | Elementary School Aide | 01.0-00000.0-11100-10009-2930-2141000 | | 27-III | D | 09-06-19 | 09-06-19 | Roosevelt Elementary |
| MACHON, Nelly | Elementary School Aide | 01.0-90201.0-11100-10009-2930-2038200<br>01.0-01500.0-00000-24950-2930-7422000 | | 27-III | D | 10-01-19<br>10-16-19 | 05-07-20<br>10-16-19 | Emerson Elementary<br>Instructional Services |
| MOYA, Edward | Elementary School Aide | 01.0-90201.0-11100-10009-2930-2068400 | | 27-III | D | 08-12-19 | 05-31-20 | Jefferson Elementary |
| PEREZ, Nora | Elementary School Aide | 01.0-00000.0-11100-10009-2930-2141000 | | 27-III | D | 09-06-19 | 09-06-19 | Roosevelt Elementary |
| PHILIPPAS, Maria | Elementary School Aide | 01.0-00000.0-11100-10009-2930-2141000 | | 27-III | D | 09-06-19 | 09-06-19 | Roosevelt Elementary |
| PORTER, Vianey | Discrete Trial Facilitator | 12.0-90602.0-11100-10000-2130-2050000<br>12.0-90602.0-11100-10000-2140-2050000 | | 40-VI | D | 09-01-19<br>09-01-19 | 12-31-19<br>12-31-19 | Bret Harte Around the Bell |
| REYES-BUDD, Nicole | Elementary School Aide | 01.0-90201.0-11100-10009-2930-2068400 | | 27-II | D | 08-12-19 | 05-31-20 | Jefferson Elementary |
| SERMENO, Estela | Community Resource Assistant | 01.0-90201.0-00000-24950-2930-2108200<br>01.0-00012.0-00000-24950-2930-7421000 | | 31-VI | D | 08-15-19<br>10-10-19 | 08-15-19<br>10-10-19 | Miller Elementary<br>Instructional Services |
| SETA, Yvonne | School Office Manager-Elementary | 01.0-65000.0-50010-24950-2940-7440000 | | 43-VI | C | 09-25-19 | 09-25-19 | Special Education |
| SHAKHNAZARYAN, Marine | Elementary School Aide | 01.0-90201.0-00000-24950-2930-2108200<br>01.0-90201.0-00000-24950-2930-2102010 | | 27-III | D | 08-15-19<br>09-12-19 | 09-12-19<br>09-12-19 | Miller Elementary |
| SOLORZANO, Marilu | Food Service Assistant | 13.0-53100.0-00000-37000-2230-4320000 | | 27-II | D | 08-01-19 | 06-30-20 | Burroughs High School |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Election – Hourly (Continued) | | | | | | | | |
| SYMONS, Fern | Instructional Assistant-Children's Center | 12.0-61050.1-11100-10000-2130-2160000 | | 14.05 | G | 09-01-19 | 12-31-19 | Washington Children's Center |
| TAHMASIAN, Anahid | Elementary School Aide | 01.0-90201.0-11100-10009-2930-2038200<br>01.0-01500.0-00000-24950-2930-7422000 | | 27-III | D | 10-01-19<br>10-16-19 | 05-07-20<br>10-16-19 | Emerson Elementary<br>Instructional Services |
| TORRES, Veronica | Serving Kitchen Operator | 13.0-53100.0-00000-37000-2230-2150000 | | 32-I | D | 09-15-19 | 05-30-20 | Stevenson Elementary |
| TURNER, Africa | Elementary School Aide | 01.0-00000.0-11100-10009-2930-2011000 | | 27-I | D | 10-01-19 | 05-23-20 | Disney Elementary |
| VAZQUEZ, Rita | Instructional Assistant-Children's Center | 12.0-90601.0-00010-10000-2130-5080000 | | 14.05 | G | 10-01-19 | 10-31-19 | Horace Mann Children's Center |
| VELEZ, Anabel | Food Service Cook III | 13.0-53100.0-00000-37000-2240-3210000<br>13.0-53100.0-00000-37000-2230-3210000 | | 33-VI | D | 09-15-19<br>09-15-19 | 05-30-20<br>05-30-20 | Jordan Middle School |
| VILLALTA, Maria | Food Service Assistant | 13.0-53100.0-00000-37000-2230-3200000 | | 27-VI | D | 08-01-19 | 05-30-20 | Luther Middle School |
| WIERBILIS, Jana | Elementary School Aide | 01.0-00000.0-11100-10009-2960-2062000 | | 27-III | D | 10-01-19 | 05-31-20 | Jefferson Elementary |
| YOUSEFIAN, Lora | Instructional Assistant-Children's Center | 12.0-90601.0-00010-10000-2130-5080000 | | 14.05 | G | 10-01-19 | 10-31-19 | Horace Mann Children's Center |
| Election – Student Helpers | | | | | | | | |
| HUTCHIN, David | Student Helper | 13.0-53100.0-00000-37000-2933-4310000 | | 12.00 | F | 08-01-19 | 05-30-20 | Burbank High School |
| LEVIN, Emily | Student Helper | 13.0-53100.0-00000-37000-2933-4310000 | | 12.00 | F | 08-01-19 | 05-30-20 | Burbank High School |
| MARTINEZ, Alfredo | Student Helper | 13.0-53100.0-00000-37000-2933-4310000 | | 12.00 | F | 08-01-19 | 05-30-20 | Burbank High School |
| UHM, Andrew | Student Helper | 13.0-53100.0-00000-37000-2933-4310000 | | 12.00 | F | 08-01-19 | 05-30-20 | Burbank High School |

Signature _____

Title: Assistant Superintendent, Human Resources Services

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

# BURBANK UNIFIED SCHOOL DISTRICT



## BOARD DETAIL REPORT

**Printed between 09/24/2019 & 10/07/2019**

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20000172 | J.W. PEPPER & SONS, INC | C/O 1: REDUCE BY $675.00; 2019-20 BLANKET ORDER; INSTRUCTIONAL MATERIALS; MUSIC | BURBANK HIGH SCHOOL | 010 | $2,500.00 |
| 20000632 | KARRES PH.D., DEBORAH | C/O 1: CANCEL PO; CONSULTANT AGREEMENT; ACADEMIC/ TRANSITIONAL ASSESSMENT; SPECIAL EDUCATION; BOARD APPROVED 5/2/19 | SPECIAL EDUCATION | 010 | $5,982.00 |
| 20000709 | GORDY'S WELDING SUPPLY | FACILITY REPAIR MATERIAL | FACILITIES SERVICES | 010 | $422.08 |
| 20000929 | PAT-HACK SPORTS | C/O 1: INCREASE BY $790.00; FURNISH AND INSTALL POST AND BOX PADS @ MCCAMBRIDGE AND OLIVE PARKS; ON-GOING AND MAJOR MAINTENANCE FUNDS; APPROVED BY JOINT USE COMMITTEE | FACILITIES PLANNING SERVICES | 010 | $11,290.00 |
| 20000989 | COUNTY OF LOS ANGELES, DEPT OF PUBLIC HEALTH | C/O 1: INCREASE BY $50.00; SWIMMING POOL TECHNICIAN CERTIFICATION; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES PLANNING SERVICES | 010 | $125.00 |
| 20001013 | MCCALLA COMPANY JANITORIAL SUPPLIES | CUSTODIAL SUPPLIES | FACILITIES SERVICES | 010 | $282.53 |
| 20001020 | TUNDRA SPECIALTIES | FACILITY REPAIR MATERIAL | FACILITIES SERVICES | 010 | $33.45 |
| 20001146 | NORTHERN SAFETY & INDUSTRIAL | GROUNDS SUPPLIES | FACILITIES SERVICES | 010 | $418.60 |
| 20001147 | YALE/CHASE EQUIPMENT AND SERVICES, INC | NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL | FACILITIES SERVICES | 010 | $963.62 |
| 20001218 | TURF STAR, INC. | NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL | FACILITIES SERVICES | 010 | $1,208.00 |
| 20001219 | BIRD-B-GONE, INC. | GROUNDS SUPPLIES | FACILITIES SERVICES | 010 | $1,444.20 |
| 20001265 | THOUSAND PINES OUTDOOR EDUCATORS LLC | C/O 1: INCREASE BY $329.55; OUTDOOR SCIENCE SCHOOL; GIFT FUNDS; BOARD APPROVED 9/5/19 | WASHINGTON ELEMENTARY | 010 | $10,531.35 |
| 20001342 | HARDWOODS SPECIALTY PRODUCTS US LP | FACILITY REPAIR MATERIAL | FACILITIES SERVICES | 010 | $219.27 |
| 20001388 | AKUTAGAWA, FUMI | C/O 1: INCREASE BY $800.00; CONSULTANT AGREEMENT; JAPANESE CULTURAL DEMONSTRATIONS; ACCOUNTS RECEIVABLE; BOARD APPROVED 9/5/19 | MUIR MIDDLE SCHOOL | 010 | $1,000.00 |
| 20001416 | TUNDRA SPECIALTIES | FACILITY REPAIR MATERIAL | FACILITIES SERVICES | 010 | $433.62 |
| 20001425 | REFRIGERATION HARDWARE SUPPLY CORP | FACILITY REPAIR MATERIAL | FACILITIES SERVICES | 010 | $64.50 |
| 20001433 | AMAZON CAPITAL SERVICES | PERFORMANCE COSTUMES; GIFT FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $220.97 |
| 20001434 | TRESONA MULTIMEDIA, LLC | MUSICAL ARRANGEMENT LICENSE FEES; GIFT FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $1,230.00 |
| 20001435 | UME FEDERAL CREDIT UNION | STUDENT AWARDS | JEFFERSON ELEMENTARY | 010 | $146.25 |
| 20001436 | PITSCO EDUCATION | INSTRUCTIONAL MATERIALS; PERKINS GRANT | JOHN BURROUGHS HIGH SCHOOL | 010 | $185.01 |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001437 | DICK BLICK CO | ART SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $440.12 |
| 20001438 | APPLE COMPUTER ED SALES | COMPUTER EQUIPMENT; TABLETS; SPECIAL EDUCATION FUNDS | SPECIAL EDUCATION | 010 | $4,678.35 |
| 20001439 | JAMES E PERRY CO INC | FLAGS | MUIR MIDDLE SCHOOL | 010 | $181.91 |
| 20001440 | LITTLEBITS ELECTRONICS, INC. | INSTRUCTIONAL SUPPLIES; GIFT FUNDS | JEFFERSON ELEMENTARY | 010 | $269.74 |
| 20001441 | FUN EXPRESS LLC | CLASSROOM SUPPLIES; ASES PROGRAM | DISNEY ELEMENTARY | 010 | $154.01 |
| 20001442 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS | MILLER ELEMENTARY | 010 | $373.15 |
| 20001443 | BOUNCYBAND LLC | CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS | LUTHER BURBANK MIDDLE SCHOOL | 010 | $198.38 |
| 20001444 | EDUCATION THROUGH MUSIC L.A. | CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/5/19 | PROVIDENCIA ELEMENTARY | 010 | $18,319.00 |
| 20001445 | DISCOUNT SCHOOL SUPPLY | CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS | HORACE MANN CHILDREN'S CENTER | 010 | $165.13 |
| 20001446 | LAKESHORE CURRICULUM MATERIAL | CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS | HORACE MANN CHILDREN'S CENTER | 010 | $327.33 |
| 20001447 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $44.08 |
| 20001448 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES; GIFT FUNDS | EDISON ELEMENTARY | 010 | $41.59 |
| 20001449 | SOUTHWEST SCHOOL & OFFICE SUPPLY | OFFICE SUPPLIES; GIFT FUNDS | EDISON ELEMENTARY | 010 | $59.77 |
| 20001450 | DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING) | ANNUAL CONVEYANCE PERMIT FEE FOR JBHS; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $225.00 |
| 20001451 | SCHOOL HEALTH CORP. | HEALTH SUPPLIES | BRET HARTE ELEMENTARY | 010 | $416.70 |
| 20001452 | BOX CARS AND ONE-EYED JACKS, INC | CONSULTANT AGREEMENT; FAMILY MATH NIGHT; GIFT FUNDS; BOARD APPROVED 9/5/19 | EDISON ELEMENTARY | 010 | $650.00 |
| 20001453 | CLARKE, KELLI | CONSULTANT AGREEMENT; PARENT OUTREACH PRESENTATIONS; TITLE I FUNDS; BOARD APPROVED 9/5/19 | LUTHER BURBANK MIDDLE SCHOOL | 010 | $2,000.00 |
| 20001454 | UME FEDERAL CREDIT UNION | PERFORMANCE SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $656.81 |
| 20001455 | INCLUSIVE EDUCATION & COMMUNITY | CONSULTANT AGREEMENT; INCLUSIVE SUPPORT; SPECIAL EDUCATION; BOARD APPROVED 7/18/19 | SPECIAL EDUCATION | 010 | $18,013.44 |
| 20001456 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES; ADULT EDUCATION BLOCK GRANT | BURBANK ADULT SCHOOL | 110 | $121.23 |
| 20001457 | SITEONE LANDSCAPE SUPPLY, LLC | GROUNDS SUPPLIES | FACILITIES SERVICES | 010 | $716.68 |
| 20001458 | AIR CONDITIONING SOLUTIONS INC. | FACILITY REPAIR BY VENDOR | FACILITIES SERVICES | 010 | $321.00 |
| 20001463 | UME FEDERAL CREDIT UNION | STUDENT AWARDS | JEFFERSON ELEMENTARY | 010 | $66.87 |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001464 | GRUESCHOW, ANDREW | CONSULTANT AGREEMENT; DRUMMING LESSONS; GIFT FUNDS; BOARD APPROVED 8/15/19 | JEFFERSON ELEMENTARY | 010 | $4,400.00 |
| 20001465 | AMAZON CAPITAL SERVICES | C/O 1: CANCEL PO; BOOKS; SPECIAL EDUCATION FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $58.98 |
| 20001466 | SPECIAL EDUCATION PARENT | REIMBURSEMENT TO PARENT FOR COMPENSATORY EDUCATIONAL SERVICES; SPECIAL EDUCATION; BOARD APPROVED 9/19/19 | SPECIAL EDUCATION | 010 | $34,300.00 |
| 20001467 | PATTERSON GRAPHICS | SAFETY/DISASTER SUPPLIES | Student Services | 010 | $4,007.59 |
| 20001468 | UME FEDERAL CREDIT UNION | LIBRARY SUPPLIES | EMERSON ELEMENTARY | 010 | $13.19 |
| 20001469 | ADVANTIDGE INC | OFFICE SUPPLIES; ADULT EDUCATION BLOCK GRANT | BURBANK ADULT SCHOOL | 110 | $278.12 |
| 20001470 | EXPRESS READERS INC | INSTRUCTIONAL MATERIALS | WASHINGTON ELEMENTARY | 010 | $2,478.60 |
| 20001471 | BOX CARS AND ONE-EYED JACKS, INC | FAMILY MATH NIGHT SUPPLIES; TITLE I FUNDS | MC KINLEY ELEMENTARY | 010 | $281.30 |
| 20001472 | BOX CARS AND ONE-EYED JACKS, INC | FAMILY MATH NIGHT SUPPLIES; TITLE I FUNDS | EMERSON ELEMENTARY | 010 | $698.99 |
| 20001473 | SOUTHWINDS TRANSPORTATION | STUDENT TRANSPORTATION; GETTY MUSEUM; GIFT FUNDS | STEVENSON ELEMENTARY | 010 | $1,336.80 |
| 20001474 | PACIFIC COACHWAYS CHARTER SERVICES INC | STUDENT TRANSPORTATION; OSS; GIFT FUNDS | BRET HARTE ELEMENTARY | 010 | $3,230.50 |
| 20001475 | 4 POINT ACCESS CONTROL | FURNISH AND INSTALL FRONT DOOR HARDWARE UPGRADES @ DISTRICT SERVICE CENTER; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $1,270.41 |
| 20001476 | FILE KEEPERS, LLC | 2019-20 BLANKET ORDER; DOCUMENT SHREDDING SERVICE | BURBANK HIGH SCHOOL | 010 | $300.00 |
| 20001477 | CADTD | ANNUAL MEMBERSHIP; CALIFORNIA ASSOCIATION OF DANCE/DRILL TEAM DIRECTORS; BOARD APPROVED 6/6/19 | JOHN BURROUGHS HIGH SCHOOL | 010 | $65.00 |
| 20001478 | WESTERN PSYCHOLOGICAL SERVICES | TESTING MATERIALS; SPECIAL EDUCATION | SPECIAL EDUCATION | 010 | $286.21 |
| 20001479 | PRO-ED | TESTING MATERIALS; SPECIAL EDUCATION | SPECIAL EDUCATION | 010 | $288.60 |
| 20001480 | D'ANDREA, CHRISTINA | 2019-20 BLANKET ORDER; CULINARY ARTS CLASS MATERIALS & SUPPLIES | JORDAN MIDDLE SCHOOL | 010 | $2,500.00 |
| 20001481 | DISCOUNT SCHOOL SUPPLY | CLASSROOM SUPPLIES; AROUND THE BELL PROGRAM; CHILD DEVELOPMENT FUNDS | DISNEY ELEMENTARY | 120 | $131.41 |
| 20001482 | BESTLINK NETWARE INC | TECHNOLOGY SUPPLIES | WASHINGTON ELEMENTARY | 010 | $48.51 |
| 20001483 | AMAZON CAPITAL SERVICES | TECHNOLOGY SUPPLY | JORDAN MIDDLE SCHOOL | 010 | $37.46 |
| 20001484 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES | PROVIDENCIA ELEMENTARY | 010 | $28.64 |
| 20001485 | AMAZON CAPITAL SERVICES | PLAYGROUND SUPPLIES | EMERSON ELEMENTARY | 010 | $39.65 |
| 20001486 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | CLASSROOM SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $33.90 |
| 20001487 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | OFFICE SUPPLIES | MUIR MIDDLE SCHOOL | 010 | $16.22 |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001488 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | CLASSROOM SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $412.35 |
| 20001490 | SOUTHWINDS TRANSPORTATION | STUDENT TRANSPORTATION; LA TIMES | BURBANK HIGH SCHOOL | 010 | $415.60 |
| 20001491 | HENRY SCHEIN INC | ATHLETIC SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $2,426.06 |
| 20001492 | FAGEN FRIEDMAN & FULFROST LLP | LEGAL SERVICES | FISCAL SERVICES | 010 | $509.17 |
| 20001493 | ICS SERVICE CO. | FURNISH AND INSTALL CELL COM UNIT ON FIRE ALARM PANEL @ CDS; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES PLANNING SERVICES | 010 | $786.72 |
| 20001494 | KR NIDA CORPORATION | COMMUNICATION SUPPLIES | MONTEREY HIGH SCHOOL | 010 | $527.88 |
| 20001495 | UME FEDERAL CREDIT UNION | PERFORMANCE SUPPLIES; ARTS FOR ALL FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $75.05 |
| 20001496 | AMAZON CAPITAL SERVICES | BOOKS | MILLER ELEMENTARY | 010 | $115.43 |
| 20001497 | AMAZON CAPITAL SERVICES | STUDENT AWARDS | JEFFERSON ELEMENTARY | 010 | $109.70 |
| 20001498 | AMAZON CAPITAL SERVICES | BOOKS | INSTRUCTIONAL SERVICES | 010 | $337.09 |
| 20001499 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS; CTE FUNDS | INSTRUCTIONAL SERVICES | 010 | $53.60 |
| 20001500 | ELLIOTT, JEANNETTE | REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; LCAP BASE GRANT FUNDS | MONTEREY HIGH SCHOOL | 010 | $481.61 |
| 20001501 | BOYS & GIRLS CLUB OF BURBANK | 2019-2020 AGREEMENT; ASES PROGRAM; ASES FUNDS; BOARD APPROVED 10/17/19 | INSTRUCTIONAL SERVICES | 010 | $348,830.27 |
| 20001502 | WEAVER, APRIL EVANS | REIMBURSEMENT TO AP FOR WASC MEETING SUPPLIES | MONTEREY HIGH SCHOOL | 010 | $85.00 |
| 20001503 | EDUCATION THROUGH MUSIC L.A. | CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/5/19 | MC KINLEY ELEMENTARY | 010 | $10,134.00 |
| 20001504 | LIGHTFOOT, RICHARD | REIMBURSEMENT TO TEACHER FOR SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $569.28 |
| 20001505 | DR CARLOS A FLORES | CONSULTANT AGREEMENT; PSYCHOLOGICAL IEE; SPECIAL EDUCATION; BOARD APPROVED 9/5/19 | SPECIAL EDUCATION | 010 | $5,000.00 |
| 20001506 | STEINBERG, STEVEN | 2019-20 BLANKET ORDER; REIMBURSEENT TO TEACHER FOR CLASSROOM MATERIALS & SUPPLIES; CHILD DEVELOPMENT FUNDS | CHILD DEVELOPMENT SERVICES | 120 | $150.00 |
| 20001507 | AMAZON CAPITAL SERVICES | SUPPLIES | MONTEREY HIGH SCHOOL | 010 | $75.17 |
| 20001508 | EXPRESS READERS INC | SUPPLIES; TITLE I FUNDS | WASHINGTON ELEMENTARY | 010 | $248.06 |
| 20001509 | ALL AMERICAN TROPHY & ENGRAVING CO | TEACHER OF THE YEAR PLAQUES | PERSONNEL SERVICES | 010 | $30.11 |
| 20001510 | ZZOUNDS MUSIC | AUDIO EQUIPMENT; MAA FUNDS | MUIR MIDDLE SCHOOL | 010 | $1,190.70 |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001511 | CAMP HIGH TRAILS OUTDOOR SCIENCE | OUTDOOR SCIENCE SCHOOL STUDENT ADMISSION; GIFT FUNDS; BOARD APPROVED 9/5/19 | MC KINLEY ELEMENTARY | 010 | $500.00 |
| 20001512 | ARCE, ALEJANDRA | REIMBURSEMENT TO TEACHER FOR BOOKS & CLASSROOM SUPPLIES; GIFT FUNDS | MC KINLEY ELEMENTARY | 010 | $320.80 |
| 20001513 | HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION | INSTRUCTIONAL MATERIALS; TITLE I FUNDS | WASHINGTON ELEMENTARY | 010 | $1,439.38 |
| 20001514 | COSTELLA, LIZ | REIMBURSEMENT TO PRINCIPAL FOR SNACKS FOR FAMILY LITERACY GAME NIGHT; GIFT FUNDS | MC KINLEY ELEMENTARY | 010 | $70.90 |
| 20001515 | HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION | TESTING MATERIALS; SPECIAL EDUCATION | SPECIAL EDUCATION | 010 | $871.28 |
| 20001516 | TRX CYMBAL CO LLC | MUSICAL INSTRUMENTS; ARTS FOR ALL FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $793.50 |
| 20001517 | SCANTRON CORPORATION | TESTING MATERIALS | MUIR MIDDLE SCHOOL | 010 | $641.73 |
| 20001518 | SCANTRON CORPORATION | TESTING MATERIALS | JOHN BURROUGHS HIGH SCHOOL | 010 | $3,436.11 |
| 20001519 | PAPER DIRECT INC | CLASSROOM SUPPLIES | MONTEREY HIGH SCHOOL | 010 | $90.18 |
| 20001520 | PITSCO EDUCATION | INSTRUCTIONAL SUPPLIES; PERKINS GRANT | JOHN BURROUGHS HIGH SCHOOL | 010 | $150.31 |
| 20001521 | SOUTHWEST SCHOOL & OFFICE SUPPLY | ART SUPPLIES; GIFT FUNDS | EDISON ELEMENTARY | 010 | $95.08 |
| 20001522 | BURBANK STERLING CLEANERS LLC | INSTRUMENTAL MUSIC ASSOCIATION DRY CLEANING; GIFT FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $924.59 |
| 20001523 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES; GIFT FUNDS | STEVENSON ELEMENTARY | 010 | $35.26 |
| 20001524 | AMAZON CAPITAL SERVICES | TECHNOLOGY SUPPLIES; TITLE I FUNDS | EMERSON ELEMENTARY | 010 | $138.76 |
| 20001525 | ACCREDITING COMMISSION FOR SCHOOLS WASC | OFFICE SUPPLY | MONTEREY HIGH SCHOOL | 010 | $40.00 |
| 20001526 | UME FEDERAL CREDIT UNION | CLASSROOM SUPPLIES | JORDAN MIDDLE SCHOOL | 010 | $391.17 |
| 20001527 | WILLIAM V MACGILL & COMPANY | HEALTH SUPPLIES | EMERSON ELEMENTARY | 010 | $71.88 |
| 20001528 | AMAZON CAPITAL SERVICES | COMMUNICATION EQUIPMENT REPAIR SUPPLIES | EMERSON ELEMENTARY | 010 | $19.01 |
| 20001529 | WILLIAM V MACGILL & COMPANY | HEALTH SUPPLIES | PROVIDENCIA ELEMENTARY | 010 | $233.23 |
| 20001530 | TRIDENT BEVERAGE INC | 2019-20 BLANKET ORDER; BEVERAGES; CHILD NUTRITION SCHOOL PROGRAM FUNDS | FOOD SERVICES | 130 | $15,000.00 |
| 20001531 | JERRY'S ARTARAMA | ART SUPPLIES | JORDAN MIDDLE SCHOOL | 010 | $400.57 |
| 20001532 | 4 POINT ACCESS CONTROL | FURNISH AND INSTALL FRONT DOOR HARDWARE UPGRADES @ DISTRICT OFFICE; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $4,507.21 |

BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001533 | AMS.NET INC | FURNISH AND INSTALL ENTRANCE CAMERA SYSTEM @ DISTRICT OFFICE; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $3,187.11 |
| 20001534 | AMS.NET INC | FURNISH AND INSTALL ENTRANCE CAMERA SYSTEM @ DISTRICT SERVICE CENTER; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $18,449.90 |
| 20001535 | AMS.NET INC | FURNISH AND INSTALL SECURITY CAMERA SYSTEM @ BURBANK ADULT SCHOOL; ADULT EDUCATION BLOCK GRANT; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 110 | $15,580.15 |
| 20001536 | TEXTBOOK WAREHOUSE INC | BOOKS | BURBANK HIGH SCHOOL | 010 | $302.44 |
| 20001537 | SMART & FINAL STORES CORP | 2019-20 BLANKET ORDER; MEETING SUPPLIES; GIFT FUNDS | STEVENSON ELEMENTARY | 010 | $2,600.00 |
| 20001538 | TEXTBOOK WAREHOUSE INC | TEXTBOOKS; ADOPTED; BOARD APPROVED 2/6/14 | JOHN BURROUGHS HIGH SCHOOL | 010 | $827.54 |
| 20001539 | AMAZON CAPITAL SERVICES | TEXTBOOKS; ADOPTED; BOARD APPROVED 2/6/17 | JOHN BURROUGHS HIGH SCHOOL | 010 | $106.88 |
| 20001545 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | MUIR MIDDLE SCHOOL | 010 | $136.38 |
| 20001546 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES | ROOSEVELT ELEMENTARY | 010 | $112.42 |
| 20001547 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | OFFICE SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $180.62 |
| 20001548 | SOUTHWEST SCHOOL & OFFICE SUPPLY | CLASSROOM SUPPLIES | ROOSEVELT ELEMENTARY | 010 | $1,315.88 |
| 20001549 | UME FEDERAL CREDIT UNION | STAGE EQUIPMENT; ARTS FOR ALL FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $4,526.06 |
| 20001550 | DIMENSION DATA NORTH AMERICA | 1819-050 2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID; PUBLIC ADDRESS SPEAKERS @ DISTRICT OFFICE; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $9,454.93 |
| 20001551 | DIMENSION DATA NORTH AMERICA | 1819-050 2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID; SECURITY CAMERA DATA CABLING @ DISTRICT SERVICE CENTER; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $9,367.66 |
| 20001552 | DIMENSION DATA NORTH AMERICA | 1819-050 2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID; SECURITY CAMERA DATA CABLING @ BURBANK ADULT SCHOOL; ADULT ED BLOCK GRANT; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 110 | $7,626.73 |
| 20001553 | DIMENSION DATA NORTH AMERICA | 1819-050 2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID; SECURITY CAMERA DATA CABLING @ DISTRICT OFFICE; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $5,764.67 |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001554 | DIMENSION DATA NORTH AMERICA | 1819-050 2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID; STORAGE ARRAY & FAX ROUTER CARDS @ DISTRICT SERVICE CENTER; BOND & GENERAL UNRESTRICTED FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 010 | $70,999.00 |
| 20001554 | DIMENSION DATA NORTH AMERICA | 1819-050 2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID; STORAGE ARRAY & FAX ROUTER CARDS @ DISTRICT SERVICE CENTER; BOND & GENERAL UNRESTRICTED FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $33,551.76 |
| 20001555 | DIMENSION DATA NORTH AMERICA | 1819-050 2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID; DATA CABLING & PUBLIC ADDRESS SPEAKERS @ DISTRICT SERVICE CENTER; BOND FUNDS; BOARD APPROVED 9/19/19 | TECHNOLOGY SERVICES | 213 | $80,664.30 |
| 20001556 | UME FEDERAL CREDIT UNION | BOOKS | JOHN BURROUGHS HIGH SCHOOL | 010 | $78.94 |
| 20001557 | TEXTBOOK WAREHOUSE INC | BOOKS; LOTTERY FUNDS | BURBANK HIGH SCHOOL | 010 | $709.46 |
| 20001558 | HILTON GARDEN INN | TRAVEL EXPENSES; HOTEL ROOMS FOR WASC | MONTEREY HIGH SCHOOL | 010 | $1,691.35 |
| 20001559 | VELAZQUEZ, CLAUDIA | REFUND TO PARENT FOR CHILDCARE; GIFT FUNDS | ROOSEVELT ELEMENTARY | 010 | $360.00 |
| 20001560 | BYRNES, BRITTANY | REFUND TO PARENT FOR CHILDCARE; GIFT FUNDS | ROOSEVELT ELEMENTARY | 010 | $360.00 |
| 20001561 | IM PRINTING LLC | CUSTOM T-SHIRTS; FILM LA FUNDS | LUTHER BURBANK MIDDLE SCHOOL | 010 | $1,552.60 |
| 20001562 | LOS ANGELES ZOO | FIELD TRIP ADMISSION; GIFT FUNDS | EDISON ELEMENTARY | 010 | $142.00 |
| 20001563 | BALDWIN, BRADLEY | REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $33.62 |
| 20001564 | CAMP HIGH TRAILS OUTDOOR SCIENCE | OUTDOOR SCIENCE SCHOOL STUDENT ADMISSION & T-SHIRTS; GIFT FUNDS; BOARD APPROVED 9/5/19 | MILLER ELEMENTARY | 010 | $19,750.00 |
| 20001565 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL SUPPLIES; ADULT ED BLOCK GRANT | BURBANK ADULT SCHOOL | 110 | $137.53 |
| 20001566 | LACOE, OUTDOOR EDUCATION | OUTDOOR SCIENCE SCHOOL DEPOSIT; GIFT FUNDS; BOARD APPROVED 9/5/19 | PROVIDENCIA ELEMENTARY | 010 | $1,300.00 |
| 20001567 | SOUTHWINDS TRANSPORTATION | STUDENT TRANSPORTATION; OSS; GIFT FUNDS | WASHINGTON ELEMENTARY | 010 | $3,402.40 |
| 20001568 | UME FEDERAL CREDIT UNION | CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS | CHILD DEVELOPMENT SERVICES | 120 | $117.71 |
| 20001569 | UME FEDERAL CREDIT UNION | STAGE EQUIPMENT; ARTS FOR ALL FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $5,812.53 |
| 20001570 | THE MUSIC CENTER | CONSULTANT AGREEMENT; MUSIC ASSEMBLIES; GIFT FUNDS; BOARD APPROVED 9/19/19 | BRET HARTE ELEMENTARY | 010 | $875.00 |
| 20001571 | FUN EXPRESS LLC | STUDENT AWARDS | EMERSON ELEMENTARY | 010 | $207.[illegible] |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001572 | SEGURA, GINA | REIMBURSEMENT TO SPECIAL ED TECHNICIAN FOR MEETING SUPPLIES; GIFT FUNDS | SPECIAL EDUCATION | 010 | $7.29 |
| 20001573 | CUSEO, SHARON | REIMBURSEMENT TO ASSISTANT SUPERINTENDENT, INSTRUCTION, FOR MEETING SUPPLIES; CTE FUNDS | INSTRUCTIONAL SERVICES | 010 | $150.02 |
| 20001574 | BOCCUZZI, REBECCA | REIMBURSEMENT TO RSP TEACHER FOR INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS | JEFFERSON ELEMENTARY | 010 | $296.08 |
| 20001575 | TOSCANO, JUDITH | BOOKS; GIFT FUNDS | MC KINLEY ELEMENTARY | 010 | $132.97 |
| 20001576 | WEISS, JOSHUA | REIMBURSEMENT TO TEACHER FOR BOOKS; GIFT FUNDS | MC KINLEY ELEMENTARY | 010 | $136.27 |
| 20001577 | COSTELLA, LIZ | REIMBURSEMENT TO PRINCIPAL FOR BOOKS; GIFT FUNDS | MC KINLEY ELEMENTARY | 010 | $79.37 |
| 20001578 | ESQUIVEL, MARIA | REIMBURSEMENT TO TEACHER FOR BOOKS; GIFT FUNDS | MC KINLEY ELEMENTARY | 010 | $110.97 |
| 20001579 | BERTRAND'S MUSIC | MUSICAL INSTRUMENT REPAIRS; GIFT FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $385.84 |
| 20001580 | SWEETWATER SOUND INC | MUSICAL EQUIPMENT; ARTS FOR ALL FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $2,648.21 |
| 20001581 | RENAISSANCE LEARNING | SOFTWARE LICENSE; STAR READING; TITLE I FUNDS; BOARD APPROVED 6/20/19 | JORDAN MIDDLE SCHOOL | 010 | $5,924.95 |
| 20001582 | UME FEDERAL CREDIT UNION | BUS & METRO TRANSPORTATION FOR FAMILIES IN TRANSITION; TITLE I FUNDS | Student Services | 010 | $168.00 |
| 20001583 | THE LIBRARY STORE, INC. | BOOKROOM SUPPLIES | MUIR MIDDLE SCHOOL | 010 | $97.22 |
| 20001584 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | CLASSROOM SUPPLIES | MUIR MIDDLE SCHOOL | 010 | $652.60 |
| 20001585 | COMPLETE BUSINESS SYSTEMS | DUPLO SUPPLIES | JORDAN MIDDLE SCHOOL | 010 | $360.20 |
| 20001586 | TURNITIN, LLC | ANNUAL SOFTWARE LICENSES; ORIGINALITY CHECKING; BOARD APPROVED 6/20/19 | JOHN BURROUGHS HIGH SCHOOL | 010 | $7,215.00 |
| 20001591 | ATTAINMENT COMPANY INC | INSTRUCTIONAL EQUIPMENT; SPECIAL EDUCATION FUNDS | SPECIAL EDUCATION | 010 | $229.35 |
| 20001592 | DURHAM SCHOOL SERVICES | STUDENT TRANSPORTATION; AROUND THE BELL PROGRAM; VARIOUS SITES TO NATURAL HISTORY MUSEUM; GIFT FUNDS | CHILD DEVELOPMENT SERVICES | 010 | $1,837.24 |
| 20001593 | SOUTHWINDS TRANSPORTATION | STUDENT TRANSPORTATION; CSUN; STRONG WORK FORCE GRANT | JOHN BURROUGHS HIGH SCHOOL | 010 | $475.60 |
| 20001594 | PACIFIC COACHWAYS CHARTER SERVICES INC | STUDENT TRANSPORTATION; OSS; GIFT FUNDS | EDISON ELEMENTARY | 010 | $3,226.50 |
| 20001595 | SOUTHWEST SCHOOL & OFFICE SUPPLY | CLASSROOM SUPPLIES | MILLER ELEMENTARY | 010 | $84.89 |
| 20001596 | BRAINPOP | SOFTWARE LICENSE; BOARD APPROVED 6/20/19 | EMERSON ELEMENTARY | 010 | $2,550.00 |
| 20001597 | TRANSIT SYSTEMS UNLIMITED, INC | STUDENT TRANSPORTATION; GNAMON SCHOOL OF VISUAL EFFECTS; ACCOUNTS RECEIVABLE AND ARTS FOR ALL FUNDS | BURBANK HIGH SCHOOL | 010 | $505.00 |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001598 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | CLASSROOM SUPPLIES | LUTHER BURBANK MIDDLE SCHOOL | 010 | $21.17 |
| 20001599 | SOUTHWINDS TRANSPORTATION | STUDENT TRANSPORTATION; ATHLETICS | BURBANK HIGH SCHOOL | 010 | $415.60 |
| 20001600 | UME FEDERAL CREDIT UNION | TECHNOLOGY SUPPLIES | MILLER ELEMENTARY | 010 | $47.56 |
| 20001601 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | EDISON ELEMENTARY | 010 | $31.80 |
| 20001602 | SCHOOL SPECIALTY, INC | CLASSROOM SUPPLIES | EDISON ELEMENTARY | 010 | $24.81 |
| 20001603 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES; TITLE III FUNDS | WASHINGTON ELEMENTARY | 010 | $364.50 |
| 20001604 | AREY JONES EDUCATIONAL SOLUTIONS | COMPUTER EQUIPMENT; MONITORS; SPECIAL EDUCATION FUNDS | SPECIAL EDUCATION | 010 | $446.95 |
| 20001605 | AREY JONES EDUCATIONAL SOLUTIONS | COMPUTER EQUIPMENT; LAPTOPS; FILM LA FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $1,654.28 |
| 20001606 | AREY JONES EDUCATIONAL SOLUTIONS | COMPUTER EQUIPMENT; LAPTOPS; TITLE III FUNDS | DISNEY ELEMENTARY | 010 | $968.73 |
| 20001607 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS | BRET HARTE ELEMENTARY | 010 | $264.51 |
| 20001608 | DEMCO INC | LIBRARY SUPPLIES | JORDAN MIDDLE SCHOOL | 010 | $351.82 |
| 20001609 | AMAZON CAPITAL SERVICES | OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS | CHILD DEVELOPMENT SERVICES | 120 | $79.85 |
| 20001610 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | JOHN BURROUGHS HIGH SCHOOL | 010 | $1,186.22 |
| 20001611 | BOX CARS AND ONE-EYED JACKS, INC | INSTRUCTIONAL MATERIALS; TITLE I FUNDS | MC KINLEY ELEMENTARY | 010 | $625.07 |
| 20001612 | SCHOOL SERVICES OF CALIFORNIA INC | CONSULTANT AGREEMENT; INFORMATION ON STATE AND FEDERAL FISCAL AND BUDGETARY ISSUES, TRAINING AND PROFESSIONAL DEVELOPMENT; BOARD APPROVED 10/3/19 | BUSINESS OFFICE | 010 | $4,550.00 |
| 20001613 | SAXON ENGINEERING SERVICES INC | PROFESSIONAL SERVICES AGREEMENT; CIVIL ENGINEERING SERVICES @ MUIR; DEFERRED MAINTENANCE FUNDS | FISCAL SERVICES | 140 | $2,200.00 |
| 20001614 | MITCHELL 1 | SOFTWARE SUBSCRIPTION RENEWAL; PRODEMAND; ON-GOING AND MAJOR MAINTENANCE FUNDS; BOARD APPROVED 6/20/19 | FACILITIES PLANNING SERVICES | 010 | $1,099.00 |
| 20001615 | DR LORI S NISHIDA-EUGENIO | CONSULTANT AGREEMENT; COMPREHENSIVE VISION ASSESSMENT; SPECIAL EDUCATION; BOARD APPROVED 10/3/19 | SPECIAL EDUCATION | 010 | $395.00 |
| 20001616 | 2 GUYS TERMITE, INC. | PEST CONTROL SERVICE @ DISTRICT OFFICE; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES PLANNING SERVICES | 010 | $325.00 |
| 20001617 | AMTECH ELEVATOR SERVICES | REPLACE PHONE IN ELEVATOR @ MCKINLEY ES; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $997.00 |

## BOARD DETAIL REPORT

Printed between 09/24/2019 & 10/07/2019

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 20001618 | HANADA, SHIGEKO | REIMBURSEMENT TO SCHOOL AIDE FOR CLASSROOM SUPPLIES; GIFT FUNDS | MC KINLEY ELEMENTARY | 010 | $85.22 |
| 20001619 | COSCO FIRE PROTECTION INC | SMOKE DETECTORS; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES PLANNING SERVICES | 010 | $3,871.90 |
| 20001621 | PURPLE COMMUNICATIONS | CONSULTANT AGREEMENT; SIGN LANGUAGE INTERPRETING SERVICES; BOARD APPROVED 7/18/19 | PERSONNEL SERVICES | 010 | $23,000.00 |
| 20001622 | AMAZON CAPITAL SERVICES | CLASSROOM SUPPLIES; MAA FUNDS | MILLER ELEMENTARY | 010 | $60.99 |
| 20001623 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | ASB SUPPLIES; ACCOUNTS RECEIVABLE FUNDS | BURBANK HIGH SCHOOL | 010 | $720.98 |
| | | **PO Count:** | **192** | **Total:** | **$918,351.68** |

Printed between 09/24/2019 & 10/07/2019

## BOARD FUND SUMMARY

| Fund | Description | PO Count | Total Fund Amount |
|---|---|---|---|
| 010 | General Fund - Unrestricted | 173 | $710,711.00 |
| 110 | Adult Education Fund | 5 | $23,743.76 |
| 120 | Child Development Fund | 4 | $478.97 |
| 130 | Cafeteria Fund | 1 | $15,000.00 |
| 140 | Deferred Maintenance Fund | 1 | $2,200.00 |
| 213 | Building Fund - 3rd Issuance | 9 | $166,217.95 |
| | | **Total:** | **$918,351.68** |

11/7/2019

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 | |
|---|---|---|---|---|---|
| 6349375 | 6349388 | | 25528465 | 25528511 | |
| 6349690 | 6349694 | | 481153 | 481266 | |
| 6350908 | 6350962 | | 25531795 | 25531819 | |
| 6353895 | 6353898 | | 481728 | 481729 | |
| 6362446 | 6362478 | | 25533646 | 25533686 | |
| 6356206 | 6356370 | | 481867 | 481867 | |
| 6359721 | 6359724 | | 25535439 | 25535469 | |
| 6363395 | 6363514 | | 482003 | 482003 | |
| 3112812 | 3113123 | | 25541514 | 25541541 | |
| 3129050 | 3129702 | | 25543416 | 25543433 | |
| 3146963 | 3146970 | | 25544993 | 25545015 | |
| 3156005 | 3156108 | | 482697 | 482698 | |

| | | | |
|---|---|---|---|
| **10/1/19 - 10/10/19** | **$ 3,140,798.07** | **9/30/19 -10/8/19** | **$ 2,327,834.77** |

**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: | November 7, 2019 |
| SUBJECT: | Ratification and Approval of Instructional Consultant Services |

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**Background:**

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

**Discussion and Issues:**

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

**Fiscal Impact:**

There is no fiscal impact.

**Recommendation**:

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

# BURBANK UNIFIED SCHOOL DISTRICT
# INSTRUCTIONAL SERVICES
# RATIFICATION AND APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: November 7, 2019

| Site | Name | Purpose | Dates | Cost | Appropriation Number and Program Name |
|---|---|---|---|---|---|
| Burbank High School (Ratification) | Reach Out Consulting – Summer Gomez | To educate staff on LGBTQ+ issues and solutions for daily practices. | 9/23/19 | $200.00 | 01.0-00000.0-11100-10000-5810-4311000 |
| Jefferson Elementary School | Gorilla Art Studio – Tiffany Bakas | Gorilla Art Studio is a local Art Studio in Burbank. At Jefferson, they will provide drawing instruction to the students in the 1st, 2nd, 3rd, and 5th grades. Each grade level lesson will be meeting the California State Arts Standards. Lessons will be strengthening their knowledge of Elements of Art using painting, drawing and other various ways to create art. | 12/5/19 – 3/18/20 | $6,375.00 | 01.0-90201.0-11100-10000-5810-2062030 |
| Luther Burbank Middle School | Reach Out Consulting – Summer Gomez | To provide professional development and information to our support staff, teachers, and parents about LGBTQ+ competency. | 11/19/19– 11/21/19 | $650.00 | 01.0-90711.0-11100-10000-5810-3208000 |
| Edison Elementary School | Rebecca Duffield | Ms. Duffield will teach photography and the use of cameras to our fourth and fifth grade classrooms. | 11/10/19- 11/25/19 | $700.00 | 01.0-90201.0-11100-10000-5810-2022010 |
| Edison Elementary School | Shannon Allbright | Miss Shannon will teach sewing to all 2nd graders for 4 weeks as part of the Edison Art Wheel | 1/6/20- 1/31/20 | $3,200.00 | 01.0-90201.0-11100-10000-5810-2022010 |
| Instructional Services | Julie Hull | Ms. Hull will conduct a 2-hour presentation on Teaching the Whole Child: Addressing the Academic, Behavioral and Social Emotional Needs of Students Who are Gifted | 11/18/19 | $250.00 | 01.0-00000.0-11100-10000-5810-7421325 |
| ASES at Providencia Elementary School (Ratification) | Ryan Luvano through SODE, Sophie Olson Entertainment | Magic classes offer students a chance to learn what it takes to make the impossible a reality. These classes include learning fundamental magic principles, techniques, and showmanship skills. All of this is taught by learning and performing a selection of simple magic effects. Fun acting and improve games are also integrated into the magic classes which serve to strengthen confidence, communication and performance skills. The culmination of the classes is a magic show on the final meeting. This performance by the children will be for their peers, staff, and parents who are able to attend. | September 6-27, 2019 | $1,700.00 | 01.0-60100.0-11100-10000-5810-2139000 |

| | | | | | |
|---|---|---|---|---|---|
| ASES at Disney Elementary School (Ratification) | Alan Bruni through SODE, Sophie Olson Entertainment | There's nothing more exhilarating than being part of a drum circle. Not only does drumming help release pent up emotions but it energizes, inspires and even encourages community building, all the while creating beautiful percussive sounds. SODE's 2019-2020 Drum Circle theme is "Creation". This year our students will explore their creative side by composing their own rhythmic songs, playing with sounds and tempo using instruments from around the world and dive into team building drumming exercises to promote self-esteem and performance. | Sept 12 – Oct 17, 2019 | $2,100.00 | 01.0-60100.0-11100-10000-5810-2019000 |
| ASES at Washington Elementary School (Ratification) | Jessica Winward through SODE, Sophie Olson Entertainment | SODE's Comedic Improv is the perfect class to polish off your funny bone. In her class, students will have the opportunity to let loose, get silly and create hilarious and memorable characters and scenes. They will learn skills that will make them more confident, creative, and help them think quicker on their feet. Through guided improvisational exercises, students will strengthen their sense of humor and comedic timing. SODE's Comedic Improv is a fun class for aspiring comics or for students who just want to have a good time. | Sept 17 – Oct 8, 2019 | $1,400.00 | 01.0-60100.0-11100-10000-5810-2169000 |
| ASES at Washington Elementary School | Alan Bruni through SODE, Sophie Olson Entertainment | There's nothing more exhilarating than being part of a drum circle. Not only does drumming help release pent up emotions but it energizes, inspires and even encourages community building, all the while creating beautiful percussive sounds. SODE's 2019-2020 Drum Circle theme is "Creation". This year our students will explore their creative side by composing their own rhythmic songs, playing with sounds and tempo using instruments from around the world and dive into team building drumming exercises to promote self-esteem and performance. | Dec 2019 – January 2020 | $2,100.00 | 01.0-60100.0-11100-10000-5810-2169000 |
| ASES at Washington Elementary School | Ryan Luvano through SODE, Sophie Olson Entertainment | Magic classes offer students a chance to learn what it takes to make the impossible a reality. These classes include learning fundamental magic principles, techniques, and showmanship skills. All of this is taught by learning and performing a selection of simple magic effects. Fun acting and improve games are also integrated into the magic classes which serve to strengthen confidence, communication and performance skills. The culmination of the classes is a magic show on the final meeting. This performance by the children will be for their peers, staff, and parents who are able to attend. | Dec 2019 – January 2020 | $1,700.00 | 01.0-60100.0-11100-10000-5810-2169000 |
| Roosevelt Elementary School | Darryl Johnson | Mr. Johnson will provide a musical theater experience to all students including coordinating all musical acts along with opening/closing acts. Darryl also coordinates and is responsible for lighting, sound and set design. | Nov, 2019 – March, 2020 | $4,000.00 | 01.0-90201.0-11100-10000-5810-2148200 |

# 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 23rd of September, 20 19 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Summer Gomez hereinafter referred to as "Consultant."

Payee's Name Summer Gomez, Reach Out Consulting Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Thomas Crowther

Board Approval Date Nov. 7, 2019

Account String 01.0-00000.0-11100-10000-5810-4311000

**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 $ 200.00 per hour☐/ per day ☐/ per session☒ for a total not to exceed $ 200.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 9/23/2019 and terminating on 9/23/2019.
3. Payment Terms: check upon completion of services
4. Consultant will provide the following services:

   Presentation to the faculty, to educate staff on LGTBQT issues and solutions for daily practices.

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.

Thomas Crowther 9.30.19
BUSD Authorized Signature/Title Date

Consultant Summer Gomez 9/30/19
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

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 8th of November, 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Gorilla Art Studio - Tiffany Bakas hereinafter referred to as "Consultant."

Payee's Name Gorilla Art Studio Daytime Phone Number 818-822-6032

Email Address gorilla@gorillaartstudio.com

Mailing Address [redacted]

Sponsoring Administrator Sandra DeBarros

Board Approval Date November 7, 2019

Account String 010-90201.0-11100-10000-5810-206-2030

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 $ 85.00 per hour☐/ per day ☐/ per session■ for a total not to exceed $ 6,375.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 12/5/2019 and terminating on 3/18/2020.
3. Payment Terms: One time payment of $6,375.00
4. Consultant will provide the following services:

   Drawing instruction for 1st, 2nd, 3rd and 5th Grades

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 Gorilla Art Studio - Tiffany Bakas Date 10/2/19



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

# Gorilla Art Studio

## Who We Are

At Gorilla Art we believe art plays a vital role in a child's education. We have a team of artists who develop lesson plans that cater to school's educational needs.
Our goal is to spark imagination, toss in a little education and arrive at a creation. Equally as important to us, is providing the student's with teachers who are engaging, energetic and positive.

***When planning our art lessons, we take a few things into consideration:***

1) How can we connect the lesson to a real artist, or relate the lesson to the world around them? How can we support the curriculum that is taught in school?
2) What new artistic techniques can they learn and what new medium can they work with?

And finally, ***and most important:***

*3)* Are the lessons engaging, imaginative and most of all– are they ***FUN?!***

*Our Mission: To fuel creativity, ignite imaginations, and illuminate possibilities...*

## Proposal for In School Art Enrichment–Thomas Jefferson

*Each grade level lesson will be meeting the California State Art Standards. Lessons will be strengthening their knowledge of Elements of Art using painting, drawing and other various ways to create art.*

**First Grade: This is an introduction to Elements of Art.** Color, Shape, Line and Texture. Each class will have an art project based on these elements. To meet the standards we will incorporate patterns in nature, everyday scenes, and a still life painting using secondary colors. We will be using a variety of mediums and discussing all of them.

**Lesson one:** Part 1- Drawing a still life, discussing and implementing techniques in overlapping, shading.
**Lesson two:** Part 2– Painting in the drawing of the still life using secondary colors. Discussing and implementing shading, blending, tones, shadows and highlights.
**Lesson three:** Drawing houses. Discussing depth of field, perspectives, shading.
**Lesson four:** Drawing a koala using chalk pastels. Implementing, blending, and shading.
**Lesson five:** Drawing robots. Learning about geometric shapes and transferring images.
**Lesson six:** We will be strengthening the knowledge of depth of field, perspective and learning about organic shapes and patterns we find in nature.

**Second Grade: Expanding the Elements of Art.** These lessons will go into depth about color, tonal values, shading and how applying it can give it the illusion of space. To meet the standards our artwork will find inspiration from nature, and show how moods and color connect. One of the lessons will consist of creating a portrait of a hero. The projects will be collage, print making, using oil pastels and tempera paint.

**Lesson one:** Part 1– students will learn how to draw and paint a skyline. We will be learning techniques of overlapping shapes to create the skyline. Our medium will be paint, and watercolor.

**Lesson two:** Part two– Students will be taught how to draw a self portrait. The self portraits will be super heros. The portraits will be painted using watercolor pencils and attached to the project that they had last week. Making a super hero flying in front of a skyscraper.

**Lesson three:** Monet will be our inspiration for drawing a scene in nature. We will be using oil pastels, liquid watercolors and salt to create a beautiful effect.
**Lesson four:** Students will be painting flowers in a vase Focus will be on shading, tones and creating the illusion that the vase curves.

**Fifth Grade: Space and Line.**

Gorilla Art will provide:

- Each class will have one art instructor
- All supplies and use of aprons.
- Proof of insurance

***Cost per one hour class is $85.00.***

Contact - Tiffany Bakas, Owner/Director by cell: (818)822.6032

Location: 1719 West Verdugo Ave., Burbank, CA 91506

Contact: phone: 818.861.7525 e-mail: gorilla@gorillaartstudio.com

WWW.GORILLAARTSTUDIO.COM

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement**, made and entered into this 8th of October, 20 19 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Reach OUT Consulting, LLC hereinafter referred to as "Consultant."

Payee's Name Reach OUT Consulting, LLC Daytime Phone Number 760-840-0012

Email Address reachOUTlgbtq@gmail.com

Mailing Address [redacted]

Sponsoring Administrator Dr. Oscar Macias

Board Approval Date November 7, 2019

Account String 010-90711-0-11100-10000-4310-320-6000

**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 $650 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 11/19/19 and terminating on 11/21/19.
3. Payment Terms: to be paid after completion of both meetings
4. Consultant will provide the following services:

   Increase teacher, staff, and parent LGBTQ+ Competency at Luther Burbank Middle School. The parent event will also be open to BUSD

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.

_____ _____ Signature 10/8/19

BUSD Authorized Signature/Title Date Consultant / Reach OUT Consulting, LLC 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

**Reach OUT Consulting LLC**
**Summer D. Gomez, LCSW**
**LGBTQ+ Trainer & Consultant**

**Proposal – Luther Burbank Middle School Teacher Education**

I am prepared to render the services discussed to increase Teacher and Staff's LGBTQ+ Competency at Luther Burbank Middle School, Burbank CA, on November 19th, 2019. The workshop plan is detailed below.

| | |
|---|---|
| **Time:** | **1 Hour** |
| **Fee:** | **$200** |
| **Title:** | **Understanding and Supporting our LGBTQ+ Youth: Educating our Educators** (Middle School version, Part 1) |
| **Components:** | • Gender Fluidity Worldwide<br>• Diagram of Sex & Gender<br>• Coming Out Stars Activity<br>• Creating Affirming Environments<br>• How to Support Youth<br>• CA Education Code<br>• Importance of GSA's<br>• The LGBTQAlphabet (time permitting)<br>• Questions & Answers |

Please let me know if you have any questions or concerns about this proposal. I can be reached at the email and phone number below.

Thank you,

Summer D. Gomez, LCSW

Reach OUT Consulting

**Reach OUT Consulting LLC**
**Summer D. Gomez, LCSW**
**LGBTQ+ Trainer & Consultant**

**Proposal – Luther Burbank Middle School Parent Education**

I am prepared to render the services discussed to increase Parent & Caregiver LGBTQ+ Awareness at Luther Burbank Middle School, Burbank CA, on November 21st, 2019. The workshop plan is detailed below.

| | |
|---|---|
| **Time:** | **1 Hour** |
| **Fee:** | **$450** |
| **Title:** | **Supporting our LGBTQ+ Youth** (Middle School version, Part 1) |
| **Components:** | • Gender Fluidity Worldwide<br>• Diagram of Sex & Gender<br>• Coming Out Stars Activity<br>• Family Acceptance Project Findings<br>• Beautiful Girl Video (time permitting)<br>• Questions & Answers |

Please let me know if you have any questions or concerns about this proposal. I can be reached at the email and phone number below.

Thank you,

Summer D. Gomez, LCSW

Reach OUT Consulting

# SUMMER DAVIDSON GOMEZ

Burbank, CA • 760.840.0012 • reach.out.lgbtq@gmail.com
www.LinkedIn.com/in/summer-davidson-gomez-177516158

## SUMMARY

Licensed therapist and educational consultant with over 10 years of clinical practice and program development experience. Extensive background in LGBTQ+ issues and cultural needs, adept at developing and implementing targeted educational programs to meet business objectives. Senior-level clinician aware of current law, ethical expectations, and the bureaucracy of Los Angeles County. Outstanding communicator able to design, develop and present courses and seminars. Strong program manager who works well in highly-matrixed organizations within the guidelines of grants and other restrictions. Passionate about creating supportive and inclusive environments for diverse populations.

## SKILLS

- Clinical Supervision
- Inter-Agency Communications
- Course Development
- Grant Execution
- Program Development
- Writing & Presentations
- Educational Development
- Seminar Leadership
- Day-to-Day Operations
- Diversity & Inclusion
- Assess & Analyze Policies
- LGBTQ+ Awareness

## EXPERIENCE

**Reach OUT Consulting, LLC,** *Burbank, CA* 2019 - Present
**Founder and CEO**
- Develop employee training and corporate workshops to support inclusion and diversity.
- Present LGBTQ+ issues with sensitivity and offer pragmatic solutions for daily practices.
- Prepared and gave 20-100 staff instruction at the Burbank Unified School District on four occasions.

**Penny Lane Centers,** *Commerce, CA* 2013 - Present
**Embracing Identities Project Coordinator** (2017 - Present)
- Responsible for the implementation of a Department of Mental Health 3-year, $886,500 grant to assist LGBTQ+ transitional age youth (16 to 25) across six locations.
- Developed educational training on how to work with LGBTQ+ clients and patients.
- Conducted over 51 training sessions with group sizes ranging from three to 150.
- Created a six week curriculum for LGBTQ+ support groups and their caregivers.
- Oversaw masters of social work groups and provided consultative support.

**Intensive Services Clinical Supervisor** (2013 - 2017)
- Supervised Intensive Field Capable Clinical Services, Therapeutic Behavioral Services, and up to six clinical staff.
- Monitored and ensured that treatment was consistent with current law, ethics, Penny Lane protocols, wraparound philosophies, and the L.A. County Department of Mental Health.
- Managed crisis response 24/7 and liaised with all caregivers to ensure continuity of care.

**Private Practice,** *Los Angeles, CA* 2009 - 2012
**Licensed Social Worker, Therapist and Consultant**
- Served all clients with an eclectic therapeutic perspective including cognitive, humanistic, and psychodynamic behavioral techniques.
- Provided clinical supervision for the Los Angeles Gay & Lesbian Center.
- Treated mood and anxiety disorders, post-traumatic stress disorders (PTSD), and adolescent issues.

## EDUCATION

**Master of Social Work (MSW) - San Diego State University,** *San Diego, CA*
**Bachelor of Arts in Psychology, Minor: Human Development - University of California Davis,** *Davis, CA*

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 8th day of November, 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Rebecca Duffield hereinafter referred to as "Consultant."

Rebecca Duffield [redacted] [redacted]

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

Mailing Address: [redacted]

City State Zip

Sponsoring Administrator: Laura Flosi Principal Laura Flosi Edison

Print Name Title Signature Location

Board Approval Date: November 7, 2019 Account Code: 010-90201-0-11100-10000, 5810-20220

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ 700.00 for entire workshop per hour ☐ / per day ☐ / per session ☐ for a total not to exceed $ 700.00
2. The term of the Agreement shall be the period commencing on Nov. 18 and terminating on Nov. 25
3. Consultant will provide the following services:

   Rebecca will provide photography classes as part of our Arts wheel

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

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

Fiscal Services Administrator Date

Rebecca Duffield 8/30/19
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

# Hello there!

## Rebecca Duffield

A professional photographer
living in Burbank, California



I have had a camera in my hand as far back as I can remember. Capturing memories has always been important to me, and taking this passion and turning it into a business has been a dream come true. I'm lucky to be able to do something that I love and to be able to share in each person's story that I have the privilege of working with. With the help of a good friend and mentor, I turned my hobby into a business in 2016 with the idea that I could provide my clients with beautiful photographs of their families & children that would be affordable. I want every picture that you receive to remind you of that exact time in your lives; the funny faces, the silly smiles, the outfit that they insisted on wearing even though it didn't match everyone else, the favorite toy they won't let go of, and even the occasional frown.

### IN MY BAG

- Canon EOS 6D
- 50mm lens
- 24-70mm lens
- 24-105mm lens
- Battery backup
- Memory card

### MY FAVORITE PHOTOS







### THINGS I LIKE

- Coffee
- Traveling
- My dog & my cat
- The beach
- Collecting sea glass
- Road trips & camping
- Avocado toast
- Gardening
- Black & White photography

rebecca duffield photography

I love to shoot outside in the natural light, and capture real moments that are honest and beautiful. I photograph families, newborns, children & pets, birthday parties, small & intimate weddings, special events, baptisms, team sports & individual players. I have been fortunate to work with United Airlines, Pasadena Waldorf School, the Rose Bowl Water Polo teams, the Burbank Vikings Cheer team, & so many families from my hometown of Burbank and the neighboring communities.

### CONTACT ME

[redacted]
Email: rsleder@msn.com
www.RebeccaDuffieldPhotography.com
You can also find me on Facebook
& Instagram @RebeccaDuffieldPhotography

# 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 16th day of August, 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and _____ hereinafter referred to as "Consultant."

Shannon Allbright [redacted] [redacted]

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

Mailing Address: [redacted]

City State Zip

Sponsoring Administrator: Laura Flosi Principal Laura Flosi Edison

Print Name Title Signature Location

Board Approval Date: August 15, 2019 Account Code: 010-90201-0-11100-10000-5810-202010

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ ~~1600.00~~ $3,200.00 per ~~hour~~ ☐ / per day ☐ / per session ☐ for session for a total not to exceed $ 1600.00
2. The term of the Agreement shall be the period commencing on 1/6/20 and terminating on 1/31/20
3. Consultant will provide the following services:

   Sewing classes for 2nd grade

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.

Sharon Cusa 8-16-19

Administrator Date

Consultant 6-12-2019

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

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 8th of November, 20 19 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Julie Hull hereinafter referred to as "Consultant."

Payee's Name Julie Hull Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Sharon Cuseo

Board Approval Date November 7, 2019

Account String 01.0-00000.0-11100-10000-5810-7421325

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 $ 250 per hour☐/ per day ☐/ per session☒ for a total not to exceed $250 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 11/18/19 and terminating on 11/18/19.
3. Payment Terms: one time payment
4. Consultant will provide the following services:

   2 hour presentation on: Teaching the Whole Child: Addressing the Academic, Behavioral and Social Emotional Needs of Students Who are Gifted
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

Julie Hull 10/16/19

Consultant Julie Hull 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

# JULIE M. HULL

[redacted]

## PROFESSIONAL EXPERIENCE

### ORANGE COUNTY DEPARTMENT OF EDUCATION

*Gifted & Talented Education (GATE) Coordinator, 2011 – present*
*History / Social Science Coordinator 2017 - 2019*
*Orange County Coordinator for National History Day – OC Competition, 2011 – present*
*Educational Specialist for Paraprofessional Training & Assessment Program (PTAP), 2005 – 2006*

As the countywide GATE and History – Social Science Coordinator, assist school districts in the county by providing teacher training through professional development sessions, GATE Certification and coaching. In addition, responsible for coordinating informational sessions through various conferences and parent education nights. Recent trainings involved using differentiating techniques to optimize gifted student learning and the HSS Framework Rollout series across the state of California. OCDE is the coordinating body that produces the National History Day – Orange County competition. NHD is a premier academic competition held at the county level. My NHD function is to coordinate the production of the Orange County NHD competition and additionally the California State competition until 2014. In an earlier OCDE position, coordinated PTAP training for paraprofessionals in Anaheim Union High School District and Santa Ana Unified School District. The PTAP trainings consisted of 10 weeks of language arts training plus 10 weeks of math training for paraprofessionals to become highly qualified pursuant to the No Child Left Behind Act.

### UCI, DIVISON OF CONTINUING EDUCATION

*Instructor, 2018-present*

Serve as the instructor for the GATE: Meeting Social and Emotional Needs course, EDUC X372.2, one of the required courses for GATE Certification.

### SANTA ANA VALLEY HIGH SCHOOL
### SANTA ANA UNIFIED SCHOOL DISTRICT

*Social Science / English Teacher, 1990 – 2002*
*Master Teacher, 1992 – 2002*
*School-wide Gifted & Talented Education (GATE) Coordinator, 1994 – 2002*
*Mentor Teacher, 1994 – 1998*
*Academic Coach: Mock Trial & Quiz Bowl Teams*
*Athletic Coach: Soccer, Tennis, Basketball*

Experience teaching at all levels in an exciting school environment, including Advanced Placement (AP) and GATE program classes; personally developed and initiated the AP European History Program at Valley High School. Master Teacher responsibilities included training credential-seeking student teachers in methodology and lesson planning within my content area, along with classroom management and discipline. Mentor Teacher responsibilities included working with already-credentialed first-year teachers on curriculum requirements, lesson planning and classroom management. Responsibilities as Valley High School GATE Coordinator included serving as a liaison between Valley High GATE teachers and the school district, in addition to managing the school's GATE funds, coordinating GATE testing and

keeping records with regard to all GATE students on campus. Supervised and counseled in extracurricular activities, including Mock Trial and Quiz Bowl, in addition to coaching Valley High School athletic teams at the varsity and junior varsity level.

**CALIFORNIA STATE UNIVERSITY, FULLERTON**
**COLLEGE OF EDUCATION**
*Instructor, 2001*
Served as instructor for the social science methods course that completed the requirement for the Cross-cultural Language and Academic Development (CLAD) certificate.

## PROFESSIONAL BOARD POSITIONS

*Orange County Council for the Gifted (OCC GATE)*, 2012 – Present
Secretary, Vice President, President, Member at Large

*California Association for the Gifted (CAG)*, 2016 – Present
Parent Chair 2018-2020
Orange County Parent Representative 2016-18

## EDUCATION

**CALIFORNIA STATE UNIVERSITY, FULLERTON**
**COLLEGE OF HUMANITIES AND SOCIAL SCIENCES**
*Master of Arts in American Studies, June 1997*

**UNIVERSITY OF CALIFORNIA, IRVINE**
**SCHOOL OF EDUCATION**
*Single Subject Clear Credential: Social Science, 1990*
*Supplemental Authorization: Introductory English*

**CALIFORNIA STATE UNIVERSITY, FULLERTON**
**COLLEGE OF HUMANITIES AND SOCIAL SCIENCES**
*Bachelor of Arts in Social Science, with a Minor in English, January 1989*

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 8th of November, 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Ryan Luvano (Sophie Olson) hereinafter referred to as "Consultant."

**Payee's Name:** S. Olson Entertainment Inc **Daytime Phone Number** (818) 913-5863

**Mailing Address:** 4566 Cleland Ave, Los Angeles CA 90065

**Sponsoring Administrator:** Sharon Cuseo, Assistant Superintendent

**Board Approval:** November 7, 2019

**Account Code:** 01.0-60100.0-11100-10000-5810-2139000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ 1,700
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: September 6, 2019 and terminating on September 27, 2019
4. Payment Terms: Upon Assignment Completion
5. Consultant will provide the following services:

   Magic Class at ASES at Providencia Elementary.

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.

| | | | |
|---|---|---|---|
| | | 9/4/2019 | |
| 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



# SOPHIE OLSON

Dance Educator/Choreographer
4566 Cleland Avenue Los Angeles CA 90065
Cell: 818-913-5863
msgoprincess@gmail.com
www.sophieolsondanceexplosion.com

## TEACHING ARTIST EXPERIENCE

**S. Olson Entertainment Inc.**, Los Angeles CA.....April 2015 to present
***President and founder of S. Olson Entrainment Inc. and SODE School of Performing Arts**

- Create and provide performing arts education curriculum (pre-school to high school age) for in-school programing and after school in French, English and Special Education
- Develop Professional Development programs for LAUSD and Burbank teachers
- Create and train performing arts teachers
- Create specialty dance programs for High school and pre-college age students
- Provide show production, choreography and multi-media services

**A Noise Within**, Pasadena CA.....June 2015 to present
***Movement Coach/Choreographer**

- Create dance curriculums to supports a Shakespeare program for students 5 to 18 years old
- Choreograph end of summer productions
- Develop Professional Development programs for teachers

**Burbank Unified School District**, Burbank CA.....September 2014
***Created a Common Core Teacher Development Program: Spotlight on Dance**

- Worked closely with Peggy Flynn to create a dance program that would help BUSD teachers incorporate dance in the classroom
- Created manuals, information sheets and choreography
- Lead warm-ups, gave lectures and custom made 24 online videos that provided structured dance lessons and classroom exercises

**SODE School of Performing Arts**, Los Angeles CA.....September 2010 to present
***Director**

- Create performing arts curriculums, programs, training manuals and lesson plans for public and private schools in Burbank, Glendale and Los Angeles
- Create a teacher training programs for teaching artists
- Interview, hire and train teaching artist
- Create and provide performing arts education curriculum (pre-school to high school age) for in-school programing and after school in French and English
- Choreograph special events for schools and students if all ages and abilities
- Teach the California Dance Standards (French and English)

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 8th of November, 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Alan Bruni (Sophie Olson) hereinafter referred to as "Consultant."

Payee's Name: S. Olson Entertainment Inc  Daytime Phone Number (818) 913-5863

Mailing Address: 4566 Cleland Ave, Los Angeles CA 90065

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent

Board Approval: November 7, 2019

Account Code: 01-0-60100-0-11100-10000-5810-2019000

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

## WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ 2,100
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: Sept 12, 2019 and terminating on October 17, 2019
4. Payment Terms: Upon Assignment Completion
5. Consultant will provide the following services:

   Drum Circle Class at ASES at Disney Elementary.

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.

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| | | 9/4/2019 | |
| Fiscal Services Administrator | Date | Consultant | Date |

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Revised 08/10



# SOPHIE OLSON

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msgoprincess@gmail.com
www.sophieolsondanceexplosion.com

## TEACHING ARTIST EXPERIENCE

**S. Olson Entertainment Inc.**, Los Angeles CA.....April 2015 to present
***President and founder of S. Olson Entrainment Inc. and SODE School of Performing Arts**

- Create and provide performing arts education curriculum (pre-school to high school age) for in-school programing and after school in French, English and Special Education
- Develop Professional Development programs for LAUSD and Burbank teachers
- Create and train performing arts teachers
- Create specialty dance programs for High school and pre-college age students
- Provide show production, choreography and multi-media services

**A Noise Within**, Pasadena CA.....June 2015 to present
***Movement Coach/Choreographer**

- Create dance curriculums to supports a Shakespeare program for students 5 to 18 years old
- Choreograph end of summer productions
- Develop Professional Development programs for teachers

**Burbank Unified School District**, Burbank CA.....September 2014
***Created a Common Core Teacher Development Program: Spotlight on Dance**

- Worked closely with Peggy Flynn to create a dance program that would help BUSD teachers incorporate dance in the classroom
- Created manuals, information sheets and choreography
- Lead warm-ups, gave lectures and custom made 24 online videos that provided structured dance lessons and classroom exercises

**SODE School of Performing Arts**, Los Angeles CA.....September 2010 to present
***Director**

- Create performing arts curriculums, programs, training manuals and lesson plans for public and private schools in Burbank, Glendale and Los Angeles
- Create a teacher training programs for teaching artists
- Interview, hire and train teaching artist
- Create and provide performing arts education curriculum (pre-school to high school age) for in-school programing and after school in French and English
- Choreograph special events for schools and students if all ages and abilities
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# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

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Payee's Name: S. Olson Entertainment Inc  Daytime Phone Number (818) 913-5863

Mailing Address: 4566 Cleland Ave, Los Angeles CA 90065

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent

Board Approval: November 7, 2019

Account Code: 01.0-60100.0-11100-10000-5810-2169000

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

## WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ 1,400
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: Sept 17, 2019 and terminating on October 8, 2019
4. Payment Terms: Upon Assignment Completion
5. Consultant will provide the following services:

   Comedic Improv Class at ASES at Washington Elementary.

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.
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| | | 9/4/2019 | |
| Fiscal Services Administrator | Date | Consultant | Date |

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Revised 08/10



# SOPHIE OLSON

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***Director**

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Mailing Address: 4566 Cleland Ave, Los Angeles CA 90065

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent

Board Approval: November 7, 2019

Account Code: 01.0-60100.0-11100-1000-5810-2169000

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WITNESSETH:

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NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 2,100
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: December 11, 2019 and terminating on January 29, 2020.
4. Payment Terms: Upon Assignment Completion
5. Consultant will provide the following services:

   Drum Circle Class at ASES at Washington Elementary.

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

| | | | |
|---|---|---|---|
| | | 10/22/2019 | |
| 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



# SOPHIE OLSON

Dance Educator/Choreographer
4566 Cleland Avenue Los Angeles CA 90065
Cell: 818-913-5863
msgoprincess@gmail.com
www.sophieolsondanceexplosion.com

## TEACHING ARTIST EXPERIENCE

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**SODE School of Performing Arts,** Los Angeles CA.....September 2010 to present
***Director**

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# BURBANK UNIFIED SCHOOL DISTRICT

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## *AGREEMENT FOR CONSULTANT SERVICES*

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Payee's Name: S. Olson Entertainment Inc Daytime Phone Number (818) 913-5863

Mailing Address: 4566 Cleland Ave, Los Angeles CA 90065

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent

Board Approval: November 7, 2019

Account Code: 010-601000-1110-10000-5810-2169000

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WITNESSETH:

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5. Consultant will provide the following services:

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| Fiscal Services Administrator | Date | Consultant | Date |



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Revised 08/10



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# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 16th of October, 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Darryl Johnson - Musical Review Director hereinafter referred to as "Consultant."

Payee's Name Darryl Johnson Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Matthew Osmond - Principal (Roosevelt Elementary)

Board Approval Date November 7, 2019

Account String 010-90201.0-11100-10000-5810-214B200

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

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

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 1000.00 per hour ☐/ ~~per day~~ ☐/ ~~per session~~ ☐ for a total not to exceed $ 4000.00 **Amount to include speaking fee, mileage and any additional fees. (per month)
2. The term of the Agreement shall be the period commencing on 11-1-2019 and terminating on 3-10-2020
3. Payment Terms: Monthly beginning November 2019
4. Consultant will provide the following services:

   Musical theater experience to all students including Coordinating all musical acts including Opening/Closing as well as coordinating lighting, Sound & set design
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 | 10-16-19 Date | Consultant | Date |

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

Revised 06/19

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



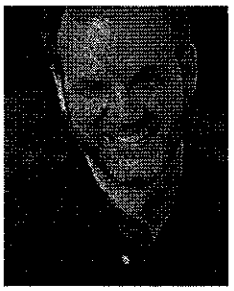
# TheatriCamp

## Musical Theatre Summer Camp

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

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

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



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



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

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

Also a writer, Ms. Jaroslow has written musical theatre pieces, screenplays, shorts, many personal narratives and is at work on a solo show about substitute teaching in Los Angeles. In 2011, The Road Theatre received an NEA grant on behalf of Ms. Jaroslow's musical, The Baby Project, an original musical theatre piece written by Lori and composers Fonda Feingold and Noriko Olling. It had a workshop and limited run at The Road Theatre in Los Angeles in 2012. Please keep an eye out for its official birth/world premiere. Lori has taught acting and musical theatre to kids and teens extensively in New York and Los Angeles, including Colfax Charter School in Valley Village. Lori sat on the board at The Academy for New Musical Theatre and New Musicals Inc. for two years.

**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 |
| PREPARED BY: | Tamara Schiern, Director of Special Education |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Approval of Agreement for Professional Services (Special Education) |

**Background:**

The Board of Education is being asked to approve the agreement for professional services to provide 10 hours of consultation for the Special Education Student 960030115, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**

The District is obligated to provide support 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 $2,251.68.

**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 Inclusive Education and Community Partnership, to provide consultation for Special Education Student 960030115, not to exceed $2,251.68 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through May 21, 2020, 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 8th day of November 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Inclusive Education and Community Partnership hereinafter referred to as "Consultant."

Payee's Name: Inclusive Education and Community Partnership Phone Number: [redacted] Email: [redacted]
Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill
Superintendent Signature Date

Board Approval: 11/07/19
Account Code: 01.0-65000.0-57700-11900-5850-7440000

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.

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 $150 per hour▪/ per day ☐/ per session☐ for a total not to exceed $2,251.68 **Amount to include speaking fee, mileage (rate of .58 per mile) and any additional fees.
2. The term of the Agreement shall be the period commencing on: 11/08/19 and terminating on 05/21/20.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Per settlement agreement, IECP will provide 10 hours of consultation for Special Education Student 960030115. $150 x 10 = **$1,500** and mileage from Oxnard to Burbank (64.8 miles x 2 = 129.6 miles per day; 129.6 x 10 = 1,296 total miles) at the current IRS rate of .58 per mile for a total not to exceed of **$751.68**

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 10/15/18 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 |
| PREPARED BY: | Tamara Schiern, Director of Special Education |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Approval of Agreement for Professional Services (Special Education) |

**Background:**

The Board of Education is being asked to approve the agreement for professional services to conduct an Speech and Language Evaluation as well as an Occupational Therapy Evaluation (IEE) for Special Education Student 960019804, 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 $3,200.

**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 LA Speech Pathology Services, Inc., to provide Speech and Language Evaluation as well as an Occupational Therapy Evaluation (IEE) and attend an IEP meeting for Special Education Student 960019804, not to exceed $3,200 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, 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 8th day of November 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and LA Speech Pathology Services, Inc. hereinafter referred to as "Consultant."

LA Speech Pathology Services, Inc. [redacted] [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted]
City State Zip

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

Board Approval Date: 11/07/19 Account Code: 01.0-65000.0-57700-11900-5850-7440000 (OT IEE)
And 01.0-65000.0-57700-11901-5850-7440000 (SLP IEE)

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

### WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 3,200.
2. The term of the Agreement shall be the period commencing on 11/08/19 and terminating on 06/30/20.
3. Consultant will provide the following services:

   An Independent Occupational Therapy Evaluation ($1,600) and a Language and Speech Evaluation ($1,600) includes attending the IEP meeting for Student 960019804.

   ****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 10/8/19
Date



Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed [illegible] 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 |
| PREPARED BY: | Tamara Schiern, Director of Special Education |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Approval of Agreement for Professional Services (Special Education) |

**Background:**

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

**Discussion/Issues:**

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

**Fiscal Impact:**

Not to exceed $5,600.

**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 Dr. Andre van Rooyen, to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013929, not to exceed $5,600 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, 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 7th day of November 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and : Dr. Andre Van Rooyen hereinafter referred to as "Consultant."

Dr. Andre Van Rooyen [redacted] [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted]
City State Zip

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

Board Approval Date: 11/07/19 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW 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 $ 5,600.
2. The term of the Agreement shall be the period commencing on 11/08/19 and terminating on 06/30/20.
3. Consultant will provide the following services:

Consultant will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960013929. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

****Consultant will provide protocols to the District if needed for due process****

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

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

Tamara Schiem, Director of Special Education Date

Consultant 10/19/19 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 |
| PREPARED BY: | Tamara Schiern, Director of Special Education |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Approval of Agreement for Professional Services (Special Education) |

**Background:**

The Board of Education is being asked to approve the agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for the Special Education Student 960029436, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**

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

**Fiscal Impact:**

Not to exceed $5,600.

**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 Dr. Andre van Rooyen, to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960029436, not to exceed $5,600 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, 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 7th day of November 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and : Dr. Andre Van Rooyen hereinafter referred to as "Consultant."

Dr. Andre Van Rooyen [redacted] [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted] [redacted] [redacted] [redacted]
City State Zip

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

Board Approval Date: 11/07/19 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW 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 $ 5,600.
2. The term of the Agreement shall be the period commencing on 11/08/19 and terminating on 06/30/20.
3. Consultant will provide the following services:

   Consultant will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960029436. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

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

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



Tamara Schiern, Director of Special Education Date Consultant Date

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

Revised 08/10

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Tamara Schiern, Director of Special Education |
| PREPARED BY: | Tamara Schiern, Director of Special Education |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Approval of Agreement for Professional Services (Special Education) |

**Background:**

The Board of Education is being asked to approve the agreement for professional services to provide speech and language evaluations and consultations for Burbank Unified School District Students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**

The District is obligated to provide assessments and implement Individualized Education Plans (IEP's) for students who attend our schools. The District had a sudden departure of a contracted speech and language pathologist and has been unable to fill the position as of yet. To assure the District meets the required timelines and remain in compliance with IEP regulations, we have had to hire an outside consultant.

**Fiscal Impact:**

Not to exceed $2,400.

**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 Tiny Talk Speech Therapy, to provide Speech and Language Evaluations and assessments for Burbank Unified School District Students, not to exceed $2,400 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, 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 8th day of November 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Tiny Talk Speech Therapy hereinafter referred to as "Consultant."

Tiny Talk Speech Therapy [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted]
City State Zip

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

Board Approval Date: 11/07/19 Account Code: 01.0-65000.0-57700-11901-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ 100 per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 2,400.
2. The term of the Agreement shall be the period commencing on 11/08/19 and terminating on 06/30/20.
3. Consultant will provide the following services:

   Providing Speech and Language consultation and evaluation for BUSD students.
   ****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

[redacted] 10/22/19
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 |
| PREPARED BY: | Tamara Schiern, Director of Special Education |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Approval of Agreement for Professional Services (Special Education) |

**Background:**

The Board of Education is being asked to approve the agreement for professional services to provide vision therapy for the Special Education Student 960010470, 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 $5,250.

**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 Burbank Optometric Center, to provide vision therapy for Special Education Student 960010470, not to exceed $5,250 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through July 30, 2020, 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 8th day of November 2019 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 [redacted] [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted] [redacted] [redacted] [redacted]
City State Zip

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

Board Approval Date: 11/07/2019 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, 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 $ 5,250.
2. The term of the Agreement shall be the period commencing on 11/08/2019 and terminating on 07/30/2020.
3. Consultant will provide the following services:

   Consultant to provide 30 sessions of vision therapy 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 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 sig forms to the Assistant Superintendent, Business Services for processing.



Revised 08/10

**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 |
| PREPARED BY: | Tamara Schiern, Director of Special Education |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Approval of Agreement for Professional Services (Special Education) |

**Background:**

The Board of Education is being asked to approve the agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for the Special Education Student 960022464, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**

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

**Fiscal Impact:**

Not to exceed $5,500.

**Recommendation:**

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Dr. Karen Epport, to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960022464, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective November 8, 2019 through June 30, 2020, 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 8th day of November 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Karen L. Epport, Ph.D. hereinafter referred to as "Consultant."

Payee's Name Karen L. Epport, Ph.D. Daytime Phone Number: [redacted] Email: [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill, Superintendent
Signature Date

Board Approval: November 7, 2019

Account Code: 01.0-65000.0-57700-11900-5850-7440000

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. Contractor is responsible to cover the cost of the Livescan.**

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, for a total not to exceed $5,500 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on:05/17/19 and terminating on 12/30/19.
3. Payment Terms: 45 Days
4. Consultant will provide the following services:

   Consultant will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960022464. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing, travel time to Burbank from Westchester, and attendance at the IEP meeting to review the report/discuss findings.

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 Schiem, Director, Special Education Date

Consultant 10/24/19 Date

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

Revised 09/18

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Tamara Schiern, Director, Special Education and Psychological Services |
| PREPARED BY: | Tamara Schiern, Director, Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Amended Agreement for Professional Services (Special Education) |

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**Background:**
The Special Education Department is requesting the Board of Education amend the agreement for professional services due to the need of an interpreter for our Deaf and Hard of Hearing (DHH) students until a permanent interpreter is hired by the District.

**Discussion/Issues:**
The District is obligated to provide interpreters for our DHH students and implement their Individualized Education Plans (IEP's). The District has been unable to find a permanent employee to cover the leave of the previous interpreter and therefore the District is required to contract with an agency to remain in compliance with IEP regulations.

**Fiscal Impact:**
No to exceed ~~$10,000~~ $110,000.

**Recommendation:**
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Accommodating Ideas, Inc., to provide interpreters and translators for DHH special education students, not to exceed ~~$3,000~~ $110,000 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2019 through June 20, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**Note: The original Board approval date was June 20, 2019 in the amount of $10,000. This amendment changes the total fiscal impact from $10,000 to $110,000.**

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AMENDED AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 21st day of June, 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Accommodating Ideas, Inc. hereinafter referred to as "Consultant."

Accommodating Ideas, Inc. [redacted] [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted]
City State Zip

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

Board Approval Date: ~~06/20/19~~ 11/07/19 Account Code: 01.0-65000.0-57700-11901-5850-740000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW 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 $ ~~10,000.00~~ $110,000.
2. The term of the Agreement shall be the period commencing on 07/01/19 and terminating on 06/30/20.
3. Consultant will provide the following services:

   Interpreters/Translators for DHH special education students.

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

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

Barbara Roberts 10/9/2019

Tamara Schiem, Director of Special Education Date Consultant Date

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



Revised 08/10

**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: | November 7, 2019 |
| SUBJECT: | Amended Agreement for Professional Services (Special Education) |

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**Background:**
The Special Education Department is requesting the Board of Education amend the agreement for professional services due to the need of an interpreter for our Deaf and Hard of Hearing (DHH) students until a permanent interpreter is hired by the District.

**Discussion/Issues:**
The District is obligated to provide interpreters for our DHH students and implement their Individualized Education Plans (IEP's). The District has been unable to find a permanent employee to cover the leave of the previous interpreter and therefore the District is required to contract with an agency to remain in compliance with IEP regulations.

**Fiscal Impact:**
No to exceed ~~$100,000~~ $200,000.

**Recommendation:**
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Purple Communications, to provide interpreters and translators for DHH special education students, not to exceed ~~$100,000~~ $200,000 (01.0-65000.0-50010-36000-5813-7440000), effective November 8, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**Note: The original Board approval date was June 20, 2019 in the amount of $100,000. This amendment changes the total fiscal impact from $100,000 to $200,000.**

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AMENDED AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 21st day of June 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Purple Communications hereinafter referred to as "Consultant."

Payee's Name: Purple Communications Daytime Phone Number: [redacted] Email Address: [redacted]

Mailing Address: [redacted]

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

Board Approval: ~~06/20/19~~ 11/07/19

Account Code: 01.0-65000.0-57700-11901-5850-7440000

The assignment ☐ **will or** ▪ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
**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 $ ~~$100,000~~ $200,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 07/01/19 and terminating on: 06/30/20.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Interpreters/Translators for DHH special education students. Hourly Rate: General $74; General ER $104; Specialty $100; Specialty ER $130.

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

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

Tamara Schiern, Director of Special Education Date Consultant Date



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

**BURBANK UNIFIED SCHOOL DISTRICT**
**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: | November 7, 2019 |
| SUBJECT: | Approval of Clinical Nursing Agreement– Mount Saint Mary's University |

## Background

The purpose of the Clinical Nursing Agreement with Mount Saint Mary's University is to provide students with field experience through observation, participation, and guided practice in schools and classes.

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 Mount Saint Mary's University, which expands the pool of qualified nurses. 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 Clinical Nursing Agreement between the Burbank Unified School District and Mount Saint Mary's University to provide educational field experience, effective November 8, 2019 through November 7, 2023, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

# CLINICAL AFFILIATION AND TRAINING AGREEMENT

THIS CLINICAL AFFILIATION AND TRAINING AGREEMENT ("**Agreement**") is made as of November 8, 2019 ("**Effective Date**") between:

Mount St. Mary's University ("**School**"), an independent California educational institution with its principal operations at 12001 Chalon Road, Los Angeles, California 90049,

and

Burbank Unified School District [*name*] **("Institution")**, a California Public School District [*Burbank Unified School District*]

with its principal operations at 1900 West Olive Avenue, Burbank CA, 91506 [*main address*]

(together, "**Parties**" or, individually, "**Party**").

## Background

A. School, through its Department of Nursing, provides educational training and preparation for students pursuing careers in the nursing profession.

B. School requires its students to have clinical experience as part of the nursing curriculum.

C. Institution has available facilities to provide educational experiences necessary or desirable for School's students' course of study.

D. School desires the cooperation of Institution and its staff in the development and implementation of clinical experience for its students.

E. Institution desires to make its facilities and staff available to School for such purposes and to make use of the talents and skills of School's students in performing the nursing function.

Therefo**re,** in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

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## Terms and Conditions

1. Obligations of School. School shall:

1.1. Cooperation. Provide the Institution with course descriptions, syllabi, and other information on student requirements to allow the Parties to develop one or more programs of observation, instruction, and/or participation in the Institution's clinical practice and activities, in fulfillment of the objectives of this Agreement ("**Program(s)**"). The Program may be written or based on oral understandings.

1.2. Curriculum. Develop the curriculum for its nursing programs, maintain responsibility for its students' learning objectives and evaluation, and instruct and supervise students in preparation for their participation in the Program.

1.3. Student Skills. Maintain a record for each student which includes information indicating the procedures/skills for which the student has been trained. Any procedures which students will be asked to perform shall be consistent with the Program(s) in which they are enrolled.

1.4. Compliance with Policies. Ensure that its faculty and students conform to the Institution's policies, procedures, regulations, and orientation protocols as established by the Institution.

1.5. Agreement. Reach agreement with Institution representatives on student schedules and placements. Such agreements may be in writing or informal.

1.6. Student Records. Maintain all students' records in conjunction with their participation in the Program, except for those required by law to be maintained by Institution, or that the Parties otherwise agree Institution shall keep.

1.7. Health Requirements. Verify that students conform to the Institution's health requirements.

1.8. Compliance with Faculty Handbook. Assure that its faculty members fulfill their responsibilities as outlined in the faculty handbook applicable to the program of the Department of Nursing providing students to the Institution.

1.9. Student Handbook. Assure that students maintain essential behaviors relative to confidentiality, safety, and other matters of patient harm as outlined in the student handbook and course syllabi of the Department of Nursing.

1.10. Advice to Students. Assure that students in training under this Agreement are informed that: (i) they shall not receive any wages or employee benefits, either from School or Institution, as a result of their participation in the Program; (ii) they shall be considered students who are receiving credit required as part of their nursing curriculum; and (iii) they are not automatically entitled to a job at Institution's facilities upon the conclusion of the Program.

1.11. Dress. Specify appropriate student and faculty dress subject to Institution approval which distinguishes students from Institution's regular personnel.

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1.12. Accreditation. Maintain standards of accreditation as formulated by its profession-

al bodies.

2. Obligation of Institution. Institution shall:

2.1. Cooperation. Cooperate with the School to develop the Programs.

2.2. Student Access and Exclusion. Permit students access to agreed-on clinical areas, provided that Institution may deny access to, and may exclude from the Program(s), any of School's faculty members or students who jeopardize patient care, materially violate the Institution's policies and procedures, fail to follow the instructions of Institution's staff.

2.3. Orientation. Arrange for an orientation to the Institution for the School's representatives and students.

2.4. Maintain Staff. Assure that its staff is sufficient in number, quality, and stability to insure safe and continuous service to patients and families, and not decrease the number of staff or otherwise alter staffing patterns due to the presence or absence of students in assigned areas.

2.5. Nursing Functions. Control all nursing service functions, and supervise nursing service personnel and activities of Institution management as related to patient care.

2.6. Inspection. Permit, upon reasonable request, School to inspect: Institution's clinical facilities; Institution's services available for the Program; student records; and other such items pertaining to the clinical education program by the School and/or agencies charged with the responsibility for accreditation of the Program.

2.7. Facilities and Equipment. Make available Institution's physical facilities and equipment necessary to conduct the Program and any other specialized learning experience for School's students.

2.8. Student Services. Provide the following for the students and faculty while assigned to the Program:

2.8.1. Reasonable use of parking areas.

2.8.2. Reasonable use of locker and dressing areas.

2.8.3. Access to library according to Institution policies and procedures.

2.8.4. Ability to purchase meals at prices offered to Institution employees.

2.8.5. If required by Institution, uniforms and uniform laundry for specified areas, e.g., ICUs or surgical areas.

2.8.6. If required by the Institution, photograph identification and/or identification tags.

2.9. Changes. Advise the School of any changes in its personnel, operation, accreditation status or policies related to or which may affect the Program.

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2.10. Patient Care. Maintain sole professional and administrative responsibility for, and practice, the care of patients in accord with the highest standards imposed by law, regulation, and the ethical requirements of the medical profession. School's students shall be deemed under the supervision and control of the Institution with respect to the care of patients. The Institution may at any time exclude a student from participation in the care of patients if, in its judgment, his or her continued participation would be detrimental to patient care.

3. Accreditation of Institution. The Institution represents and warrants that it holds, and promises to maintain during the term of this Agreement including any extension hereof, all necessary accreditations, licenses, and other certifications required for the maintenance of its clinical functions and ability to participate in the Program(s).

4. Insurance Coverage.

4.1. School. School shall:

4.1.1. Provide Workmen's Compensation coverage for its faculty and students during scheduled periods of duty at the Institution.

4.1.2. Provide General Comprehensive Liability Coverage for School, faculty and students under the direct supervision of the School faculty while at the Institution at no less than $1,000,000 per occurrence.

4.1.3. Provide Limited Professional Health Care Services Coverage for School and faculty at no less than $1,000,000 per occurrence.

4.1.4. Verify that nursing students carry professional liability coverage at no less than $1,000,000 per occurrence and $3,000,000 annual aggregate.

4.1.5. Assure that students not covered by personal insurance carry the School's student health accident policy in effect at that time. In case of accident or injury, students may be treated by the physician of Health Services at the School, personal physician, or be attended at the Institution, if student's injury is covered by Worker's Compensation.

4.1.6. Verify that students on community and public health assignments, who are operating vehicles, carry automobile liability insurance as well as a current driver's license.

4.2. Institution. The Institution shall:

4.2.1. Provide Workmen's Compensation coverage for its employees and staff customarily covered thereby.

4.2.2. Carry professional liability coverage at no less than $1,000,000 per occurrence and 3,000,000 annual aggregate, provided that if Institution is self-insured, it represents and warrants that it has stop-loss (excess coverage or reinsurance) in an amount reasonable and customary for institutions of its type and in its geographic area.

5. Indemnification.

5.1. Defense and Indemnification. Subject to Section 5.2, each Party ("**Indemnitor**") shall indemnify and defend the other against any claims, demands, actions, or causes of actions("**Claim**") threatened or filed against the other ("**Indemnitee**") by a third party that arises from the Indemnitor's negligence, recklessness, or intentional misconduct; breach of this Agreement; breach of applicable law, duty, or regulation; or breach of either Party's rules or procedures applicable to the Indemnitor, whether such conduct or failure to act is passive or active, arising out of the performance of this Agreement ("**Wrongful Conduct**"). The Indemnitee shall cooperate in the defense of any Claim and may participate in the defense of the Claim at its own defense. In defending a Claim, the Indemnitor shall not settle any matter in any manner that suggests any liability of the Indemnitee or leave it potentially liable in any way, without the Indemnitee's consent.

5.2. Procedures. If either party receives notice or threat of any Claim (whether the Claim is against one party or both), it shall promptly notify the other of the Claim or and provide to it a copy of any such notice or threat, or, if it is not in writing, describe it in reasonable detail. At the request of either party, the parties shall promptly confer to discuss the claim or threat and may, but shall not be required to, reach agreement on matters which may include, but shall not be limited to: (i) which party has engaged in the acts that are the subject of the Claim (or is alleged to have done so), if it is a case in which only one party's liability is at issue; (ii) if both parties may be found to have engaged in the acts or omissions (or are alleged to have done so), their respective percentage responsibility for it, or procedures for deferring and/or making this determination; and/or (iii) the responsibility for the conduct of and payment for defense of the Claim pending the final determination of the parties' respective liabilities, if any.

5.3. Both Parties Engaged in Wrongful Conduct, or So Alleged. Notwithstanding Sections 5.1 and 5.2, an Indemnitor shall not be liable, in the aggregate, for an amount in excess of its percentage share of liability, including cost of defense, in cases in which the Claim arises out of acts by both parties or by more than one entity (or are alleged to have so arisen), such percentage to be determined by the court, jury, arbitrator, or as the parties may agree, as the case may be. (For purposes of clarification, with respect to such cases, an Indemnitor shall not be liable in the aggregate (i.e., liability to the claimant plus indemnity to the Indemnitee(s)) in an amount exceeding its percentage of fault for the entirety of the Claim.) If any party acting as an Indemnitor accepts the tender of the defense of any Claim, it shall be deemed to have irrevocably waived any argument that it is not liable for indemnity hereunder. (That is, the Indemnitor may not accept tender of the defense of the Claim and then later take the position that it is not liable for indemnity; it may not "reserve its rights" in accepting tender of the defense.)

5.4. Insurance. The Parties shall immediately notify their respective insurance carriers in the event of a Claim. The carriers may be involved in the preliminary discussions described in Section 5.2, and the parties shall have due regard for their respective obligations under their policies and shall cooperate with their carriers in decisionmaking respecting defense and indemnity. The carriers may be parties to any agreements described in Section 5.2.

6. Independent Contractors. The relationship between the Parties represented by this Agreement is that of independent contractors. Neither Party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on be-

half of the other party. The Institution shall not be responsible to School, School's students, employees, instructors or agents or to any governing body for any wages, benefits, government or private insurance, or other payroll-related liability in connection with the performance of services by faculty or students under this Agreement. Each party shall be responsible for all legally required tax withholding for itself and its employees. Each party warrants that it will comply with all applicable federal, state and local laws, relating to employment, including, but not limited to, wage and hour laws and employment discrimination laws. Neither School nor any of its students, instructors, employees or agents shall receive any compensation from Institution. Neither Party shall use the other's name or marks or images without its consent.

7. Representations and Warranties. Each Party represents and warrants to the other that:

7.1. Organization. It is duly organized, in good standing, and fully authorized to enter into and perform this Agreement.

7.2. No Breaches. Its entry into and performance of this Agreement will not represent a breach of any other agreement to which it is a party.

7.3. No Violations. It is not in material violation of any laws, regulations, or other obligations relating to this Agreement, and it has not received any notice alleging any such violations or potential violations. There are no pending governmental investigations, inspections or citations which relate to this Agreement or its operations which will be affected by this Agreement. No law or regulation will prohibit or materially interfere with its performance of this Agreement.

7.4. No Bars. It is not on any list of entities excluded from participation in government-funded health-care programs, including but not limited to Medicare, Medicaid, or Medi-Cal.

8. Term and Termination**.**

8.1. Term. *SELECT ONE OF THE FOLLOWING THREE WITH "X" OR OTHER MARK*:

[ ] This Agreement shall be effective for a term commencing on the Effective Date and terminating at midnight of the day before the **first** anniversary of the Effective Date ("**Term**").

[ x ] This Agreement shall be effective for a term commencing on the Effective Date and terminating at midnight of the day before the **third** anniversary of the Effective Date ("**Term**").

[ ] This Agreement shall be effective for a term commencing on the Effective Date and terminating at midnight on _____, 20_____ ("**Term**").

*AFTER SELECTING ONE OF THE FOREGOING THREE OPTIONS, EITHER SELECT THE FOLLOWING OR LEAVE BLANK*:

[ x ] This Agreement shall automatically renew at the end of the Term for an additional term of one year ("**Additional Term**"), unless a Party gives notice of its intention to let the agreement expire at the end of the Term 60 days or

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more before the expiration date, or the Parties agree that the Agreement shall not automatically renew. This Agreement shall also renew for additional one-year Additional Terms at the end of an Additional Term, subject to the foregoing ability of a Party or Parties to elect to let the Agreement expire.

8.2. What Happens if There Has Been a Gap in Contract Coverage. It is the intention of the Parties that their relationship be deemed governed by an effective written contract at all times, notwithstanding an inadvertent failure to renew an earlier written agreement in a timely fashion. In the event that a previous agreement between the Parties ("**Previous Agreement**") has expired by its terms, and the Parties have continued to observe the Previous Agreement's terms and to perform as though the Previous Agreement were still in effect, then the Previous Contract shall be deemed amended (according to that contract's amendment provision, if any) to provide that its expiration date is at midnight on the day before the Effective Date of this Agreement. This amendment shall be retroactive to the original expiration date of the Previous Agreement.

8.3. Termination. This Agreement may be terminated, with or without cause, by either party prior to the expiration of its Term or any Additional Term after giving the other party 60 days advance written notice of its intention to terminate. Any "without cause" termination of this Agreement shall not take effect with respect to students participating in any Program on the date of such notice of termination until such time as the Program is completed in accordance with its original terms. A party desiring to terminate under this Section 8.3 may, but is not required to, give the other party the opportunity to cure any "cause" identified in the notice of termination for a period not to exceed 60 days and thereby avoid termination.

8.4. Program Nonrenewal. Subject to Section 8.3 regarding Program completion, either Party may terminate or decline to renew a Program during the Term, and Institution may modify a Program to comply with applicable law, regulations, or rules or to ensure patient care.

9. General Terms.

9.1. Nonassignment. Neither Party shall assign, encumber, or otherwise transfer this Agreement or any rights or duties hereunder without the prior written consent of the other, provided that either Party may assign this agreement without consent (i) to an entity that is purchasing or otherwise acquiring or receiving the transfer of substantially all of its business and assets, or (ii) to an affiliate of the Party as the result of a corporate reorganization, provided that the affiliate shall be solvent and capable of performing this Agreement. In the case of any permitted assignment, the assigning Party shall be deemed to have guaranteed the performance of its assignee.

9.2. Amendment. This Agreement may be amended only by a writing executed by both Parties containing express reference to itself as an amendment of this Agreement. This Agreement shall not be modified or deemed to be modified by course of dealing, usage of trade, or course of performance.

9.3. Binding Effect. This Agreement shall be binding on the Parties and their permitted successors and assigns, their respective affiliates, and other Parties with whom they

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are in privity. There shall be no third-party beneficiaries to this Agreement.

9.4. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing in English and shall be deemed to have been duly given (i) on the date of service if served personally on the Party to whom notice is to be given, (ii) on the day of transmission if sent via facsimile transmission to the facsimile number given below or via email or portable document format (PDF) attached to email, with proof of transmission and receipt; (iii) on the day of delivery by FedEx or similar overnight courier, with written confirmation; or (iv) on the fifth day after mailing, if mailed to the Party to whom notice is to be given, by first-class mail, registered or certified, return receipt requested postage prepaid and properly addressed, to the Party at the following addresses, or to any changed address of the recipient of which the sender has certain knowledge, or of which it has received notice hereunder:

School:

Mount St. Mary's University
10 Chester Place
Los Angeles, California 90007

Attention: Clinical Placement Director
Department of Nursing

Email: Lauren Fujihara

Fax: _____

Institution:

_____

_____

_____

Attention:_____

Email:_____

Fax: _____

9.5. Choice of Law. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of California, not including its rules relating to conflicts of laws

9.6. Dispute Resolution and Choice of Forum.

9.6.1. Informal Efforts Required. Neither Party shall commence a lawsuit until thirty days following a written notice by one Party to the other making a claim or declaring a dispute, which notice must make specific reference to this Section 9.6 in order to start the 30-day period. During the 30-day peri-

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od, the Parties shall use best efforts to resolve all disputes informally. The Parties may agree to extend the 30-day period. The parties may agree to engage in a formal mediation or arbitration, but need not do so. Any cure period following a notice of termination for cause under Section 8.3 of this Agreement shall be stayed no longer than 30 days (or any agreed extended period) following the service of a notice under this Section 9.6.1. When the stay expires, the cure period and termination and procedure may proceed as set forth in this Agreement. Any lawsuit filed by a Party who has failed to observe this Section 9.6.1 and to pursue resolution in good faith shall be subject to immediate dismissal (not simply a stay) on motion by the other Party.

9.6.2. Choice of Forum. Subject to Section 9.6.1, any lawsuit for the enforcement or construction of this Agreement shall be brought in a state or federal court of competent jurisdiction located within the territory of the United States District Court for the Central District of California. Neither Party shall take the position in any such lawsuit that the venue is inconvenient or subject to transfer to any other court, provided that either party may remove a case from state to federal court if permitted by applicable law.

9.6.3. Exception – Emergency Relief. Notwithstanding the provisions of Section 9.6.1, either Party may, in a proper case, seek emergency or temporary injunctive relief in a court identified in Section 9.6.2. The claim shall be limited to a good faith claim for emergency or temporary relief, and any additional relief (including preliminary or permanent injunctive relief) must be sought pursuant to the informal efforts required by this Section 9 before it is pursued in a lawsuit. Neither Party shall invoke this exception to evade the informal resolution procedures required in Section 9.6.1, and it shall be a ground for dismissal of any such claim that it was not brought in good faith but as a sham claim for emergency or temporary relief to evade the informal procedures. The defendant shall be entitled to dismissal of any part of any such claim other than that seeking such relief until such informal efforts have been completed.

9.7. Integration. This Agreement is the only agreement between the Parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by either Party to the other Party, or have been relied upon, and no consideration has been or is offered, promised, expected or held out, other than as stated in this Agreement. There are no oral or written collateral agreements. All prior discussions and negotiations have been, and are, merged and integrated into, and are superseded by, this Agreement.

9.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Signatures delivered by facsimile or portable document format (PDF) shall be of equal legal dignity to originals.

9.9. Compliance with Law.

9.9.1. General. Each Party shall comply with all applicable state and federal laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health In-

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formation Technology for Economic and Clinical Health Act ("**HITECH**") Act and the California Medical Information Act ("**CMIA**"), as they now exist or may hereafter be amended or changed, in the performance of this Agreement.

9.9.2. HIPAA. Solely for purposes of compliance with HIPAA, School's students shall be considered Institution's "work force members," defined as individuals who are given access to "protected health information" ("**PHI**") as that term is defined in 45 CFR 160.103. As members of Institution's work force, Students may be required to participate in certain education and training related to security and protection of PHI. Students and instructors will have access to the PHI of patients under the care of the Institution, and they shall take all necessary steps to ensure its confidential treatment in accordance with HIPAA and CMIA. Both parties shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as contemplated by this Agreement. School's students shall not be considered members of Institution's work force for any other reason.

9.10. Non-Discrimination. Neither School nor Institution shall discriminate against any person in violation of any state or federal anti-discrimination law or regulation.

9.11. No Waiver. The delay or failure of either Party to exercise any right, power or privilege hereunder, or its failure to strictly enforce any breach or default, shall not constitute a waiver with respect thereto, and no waiver of any such right, power, privilege, breach or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express written notice thereof is provided.

9.12. Survival. Sections 4 (Insurance), 5 (Indemnification), and this Article 9 shall survive the expiration or termination of this Agreement.

9.13. Further Assurances. Each Party shall furnish, execute and deliver such documents, instruments, certificates, notices or other further assurances as the requesting Party may reasonably require as necessary or appropriate to effect the purposes of this Agreement or to confirm the rights created or arising hereunder.

AGREED AS OF THE EFFECTIVE DATE:

MOUNT ST. MARY'S UNIVERSITY

Signed: _____

Name: Dr. McElaney-Johnson

Title: President

_____
[Name of Institution]

Signed: _____

Name: _____

Title: _____

**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: | November 7, 2019 |
| SUBJECT: | Approval of Participating Internship Partner Agreement |

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**Background:**

The District is expanding the number and types of businesses who have agreements with the District to accept student interns. According to Burbank Board Policy, the District must have an agreement in place with each establishment. The agreements are between the District and the business partners and outline the responsibilities of each party and also ensure that all state and federal guidelines are followed.

**District Wide Goals for 2019-2020:**
5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes and programs.
5.6 Continue to partner with the City of Burbank, Burbank Chamber of Commerce, and local businesses to develop more academic/career readiness programs, internships, and certifications for our students.

**Discussion and Issues:**
One of the eleven elements of a high quality Career Technical Education program is to provide internship experiences for students. The Burbank Unified School District has continued to develop the internship program and increase the number and type of businesses that participate. The new agreements would allow the District to place students in internships with the partners listed in Exhibit A.

**Fiscal Impact:**
There is no immediate financial impact to the District. If the students are placed as interns and require some supervision as specified in the Participating Partnership Agreement, the cost would be covered by the Career Technical Education Incentive Grant.

**Recommendation:**
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and internship partner listed in Exhibit A, effective November 8, 2019 through November 7, 2024 with an annual review, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**EXHIBIT A**

Participating Internship Partner:

Farmer's Insurance, Erick Garcia

The Burbank Unified School District

Contract
For
Use of Facilities and Services
Burbank Unified School District
&
Participating Internship Partner

The Burbank Unified School District, a public educational entity, located at 1900 W. Olive Avenue, Burbank CA, 91506. hereinafter referred to as "BUSD", and

Farmer's Insurance, Erick Garcia
(Name of Business / Organization and Address)

Hereinafter referred to as "*Participating Internship Partner*", mutually agree as follows:

1. **BASIS OF CONTRACT**
   BUSD maintains a wide array of career technical courses that prepare students for college and the work place. The BUSD also enters into contracts with *Participating Internship Partner* sites for the use of facilities and services, such as internships, for school district operated programs in such facilities.

2. **TERM**
   This contract is effective for the time period 11/8/2019 and shall remain in effect through 11/7/2024.

3. **RESPONSIBILITIES OF PARTICIPATING INTERNSHIP PARTNERS**
   - 3.1 Provide space and/or services at no cost to the BUSD for conducting the internship program. Said space shall be appropriate for occupational instruction and training in the programs conducted by the school district and shall be available at such times as are mutually agreed upon by the parties hereto.
   - 3.2 Provide and maintain a training station for each student intern that includes the use of the restroom facilities, access to utility services (lights, heat), and parking spaces. Interns will be exposed to a variety of different work experiences. The *Participating Internship Partner* agrees to complete an end-of-internship evaluation for each student.
   - 3.3 Provide a copy of any policies and procedures that student interns are expected to follow.
   - 3.4 Terminate the internship of any student hereunder at its site if the student does not perform satisfactorily, or if no suitable training station is available.
   - 3.5 Agree that no student intern shall displace any regular paid employees of *Participating Internship Partner*, and students shall not be employed or

compensated by *Participating Internship Partner* to perform tasks which are included as a part of the instructional program while the students are enrolled in the program.

3.6 If a student is employed or compensated by the *Participating Internship Partner* as a paid intern, then the *Participating Internship Partner* shall complete the *Cooperative Vocational Education Training Agreement* in Appendix A in addition to this document, which includes sections pertaining to workers' compensation and minimum wage requirements.

## 4. RESPONSIBILITIES OF BUSD

4.1 Ensure that the BUSD provide qualified staff for the purpose of providing instruction, oversight, and evaluation to the students enrolled in internship programs located at *Participating Internship Partner's* site. The BUSD shall be responsible for the actions of the students during the operation of the program, including all student discipline. The school instructor will be responsible for regular communication with the *Participating Internship Partner.*

4.2 Ensure that school instructors will make at least two on-site contacts per semester with each *Participating Internship Partner* supervisor.

4.3 Ensure that the district school site operating the program provide all instructional materials for the program as required by the school district instructors.

4.4 Ensure that the school site operating the program file a training plan for the aforesaid program operated pursuant to this Contract with Instructional Services. A training plan shall be provided to the *Participating Internship Partner* by the district instructor.

4.5 Ensure that the BUSD administering the internship program, shall take out and maintain during the life of this Contract such public liability, property damage, and workers' compensation insurance as shall protect the *Participating Internship Partner* and the BUSD. For the purpose of workers' compensation only, students engaged in the internship program hereunder are considered to be special employees of the school district and the school district's liability to students for any injury they might sustain while performing activities under this Contract is limited to worker's compensation benefits.

## 5. INDEMNIFICATION

*Participating Internship Partner* agrees to defend, indemnify, save and hold harmless BUSD from and against all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage, or loss results from or is connected with the sole negligence or error or omission of BUSD. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. **INSURANCE**

*Participating Internship Partner* shall provide evidence of liability at the time of execution as proof of the insurance coverage required by this Contract. The *Participating Internship Partner*'s minimum scope and limits of insurance under this Contract are as follows (Coverage shall be at least as broad.):

Commercial General Liability Coverage "occurrence" form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability, independent contractors, broad form liability, and personal injury with a combined single limit of $1,000,000 per occurrence. *Participating Internship Partner* may be required to show proof of current insurance upon demand for subsequent contract years.

7. **INDEPENDENT CONTRACTOR**

While performing its obligations under this Contract, the *Participating Internship Partner* is an independent contractor and not an officer, employee or agent of BUSD. The *Participating Internship Partner* shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of BUSD.

8. **NON-DISCRIMINATION**

8.1 Civil Rights Act

*Participating Internship Partner* hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e (17), to the end that no person shall, on the grounds of race, creed, color, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.2 Section 504 and Americans with Disabilities Act

*Participating Internship Partner* hereby assures that it will comply with Section 504 of the Rehabilitation Act of 1973 with regard to federal financial assistance administered by the Department of Health and Human Services and the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

9. **RECORD RETENTION AND INSPECTION**

The *Participating Internship Partner* agrees that BUSD shall have reasonable access to and the right to examine, audit, excerpt, copy or transcribe any records pertaining to this Contract. All records shall be kept and maintained by the *Participating Internship Partner* for a period not less than five (5) years after expiration of Contract.

10. **MODIFICATION OR TERMINATION OF CONTRACT**

10.1 The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

10.2 On the event that the conditions result in an immediate danger to the health, safety, and/or welfare of BUSD students, BUSD reserves the right to suspend or terminate this Contract. BUSD or the designated school shall provide written notice to *Participating Internship Partner* including the reasons for suspension or termination under this provision. If the Contract is suspended, *Participating Internship Partner* shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be terminated.

**11. ASSIGNMENT**

The *Participating Internship Partner* shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of BUSD. If consent is not given by BUSD to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the *Participating Internship Partner* shall not subcontract the work to be performed pursuant to this Contract without prior written approval of BUSD. The names and qualifications of subcontractors or others whom *Participating Internship Partner* intends to employ other than those identified, shall be submitted to BUSD for prior written approval.

**12. INTEGRATION**

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written, This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

**13. ATTORNEY'S FEES**

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

**14. GOVERNING LAW/FORUM SELECTION**

The parties agree this Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled in accordance with the laws of the State of California.

15. **NOTICES**

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

BUSD: Assistant Superintendent, Administrative Services
Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506

*Participating Internship Partner*: Name and Address

Erick Garcia

201 N Hollywood Way, Ste 202

Burbank, CA 91505

16. **TOBACCO-FREE WORKPLACE**

The *Participating Internship Partner* hereby agrees to comply with the BUSD Board of Education Policy 3513 which states: "The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles."

17. **ALCOHOL AND DRUG-FREE WORKPLACE**

The *Participating Internship Partner* hereby certifies under penalty of perjury under the laws of the State of California that *Participating Internship* will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. Seq.), and the BUSD Board Policy 4020.

18. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)**

By executing this contractual instrument, *Participating Internship Partner* certifies to the best of its knowledge and belief that it and its principals:

18.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.

18.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property or receiving stolen property;

18.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

18.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

**19. EXECUTION REQUIREMENTS**

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/ signature; and /or other commonly accepted, widely used, commercially acceptable signature methods, This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy,

Burbank Unified School District

Debbie Kukta

By _____
(Signature)
Debbie Kukta
Assistant Superintendent, Administrative Services

Date _____

*Participating Internship Partner*

Erick Green

Name of authorized person (print)

By _____
(Signature)
Authorized person representing
the Participating Internship Partner

Date 10.2.2019

Alyson Edge
Teacher Name (print)

Alyson Edge
Teacher Signature

Date 10/3/19

Course Title: BHS NAF Business Academy

**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 |
| DATE: | November 7, 2019 |
| SUBJECT: | Amended Agreement for Consultant Services |

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**Background:**
The District contracts with an agencies to provide other health services on an "as needed" basis when the District does not have qualified staff available for students on 504 plans. Student Services requests the following master blanket purchase order be ratified by the Board of Education to cover the Consultant listed below.

**Discussion/lssues:**
The implementation of this agreement will not affect the District's internal accounting controls. Each invoice received requires the same documentation in order to issue payment to the consultant. The required documentation includes a signed Consultant Service Agreement approving the services for a student, an audited and approved Authorization for Payment form and invoice**.**

**Fiscal Impact:**
Not to exceed $15,000 (formerly 10,000) funded from Student Services special uses account string.

**Recommendation:**
Stacy Cashman, Director, Student Services, recommends that the Board of Education amend the agreement for consultant services between the Burbank Unified School District and Maxim Health Care Services, Inc., DBA: Maxim Staffing Solutions, to provide other health services on an "as needed" basis when other qualified staff are not available effective September 5, 2019 through June 30, 2020, not to exceed $15,000 (01.0-00000-11100-10000-5810-7452000), and that the authority to sign the agreement be exercised pursuant to BUSD/AR 3314, as presented.

**Note: This agreement was originally approved by the Board of Education October 3, 2019. This amendment increases the amount from $10,000 not to exceed $15,000.**

# BURBANK UNIFIED SCHOOL DISTRICT

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

## *AGREEMENT FOR CONSULTANT SERVICES*

**This Agreement,** made and entered into this 1st day of January, 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Maxim Health Care Services, Inc., DBA: Maxim Staffing Solutions, hereinafter referred to as "Consultant."

| Maxim Health Care Services, Inc., DBA: Maxim Staffing Solutions | 52-1590951 | 818-539-8359 |
|---|---|---|
| Payee's Name (Person or Company) | Social Security or Federal I.D. # | Daytime Phone Number |

Mailing Address: 500 N Central Avenue, Suite #250 Glendale CA 91203
City State Zip

Sponsoring Administrator: Stacy Cashman Director Student Services
Print Name Title Signature Location

Board Approval Date: April 18, 2019 Account Code: 010-00000.0-11100-10000-5810-7452000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ per rate sheet per hour ☒ / per day ☐ / per session ☐ for a total not to exceed $5,000.00
2. The term of the Agreement shall be the period commencing on January 1, 2019 and terminating on June 30, 2019.
3. Consultant will provide the following services:

   Maxim Health Care Services, Inc., DBA: Maxim Staffing Solutions will provide other health services on an "as needed" basis when the District does not have qualified staff available for students on 504 plans.

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

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

Fiscal Services Administrator Date

Consultant Date

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

**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, Construction & Operations Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Amended Notice of Completion, H.L. Moe Co., Inc., PVC Line Leak Repair at John Burroughs High School (Restricted Routine Maintenance) |

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**Background:**
Water was coming up from the ground from a leaking PVC line and was lifting up the concrete at John Burroughs High school in the 200 Building. Out of BUSD Maintenance realm to repair.

**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:**
Emergency repair of potable water from leak. The concrete had to be broken up in order to locate the leak to repair underneath the foundation. Work was started and completed in June 2019.

**Fiscal Impact:**
$1,060.53 (Routine Restricted Maintenance)

**Recommendation:**
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the amended Notice of Completion as completed: PVC Line Leak Repair at John Burroughs High School, not to exceed $21,210.51 PO# 19003928 (01.0-81500.0-00000-81100-5631-752-3100), Routine Restricted Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The Notice of Completion was amended to add the 5% retention, total of $1,060.53, that was not included in original Board report on October 3, 2019. This amended report changed the not to exceed amount from $20,149.98 to $21,210.51.

GLENDALE I LOS ANGELES
www.MOEplumbing.com
818.572.4200

June 13, 2019
Burbank Unified School District
John Burroughs High School
C/O Robert Martinez
robertmartinez@burbankusd.org
1920 Clark Ave.
Burbank, CA 91506
Alan; 626.755.8577

**PROPOSAL FOR ADDITIONAL EXCAVATION AND DISCOVERY OF LOCATION OF 3" POTABLE WATER LEAAK OUTSIDE OF FIRE WATER AND POTABLE WATER RISER ROOM, ASSEMBLY LOCATED INSIDE OF FIRE SPRINKLER RISER ROOM, BUILDING 2, NEAR ROOM 2-104.**
*****PRICING IS CALCULATED AT WEEKDAY, STRAIGHT TIME RATES, WITH B.U.S.D. PLUMBER / PERSONNEL ON SITE******

1. Isolate / shut down water supply at existing 3" potable water RP backflow device.

2. Cut concrete slab, remove, and excavate approximate 6' x 6' area outside of riser room to locate center of water leak below slab. Line has been leak detected and detrmined to be 3" PVC plastic piping without any tracer wiring to allow more exact line locating.

3. Quote piping repairs once piping and leaking section is exposed. A $1000.00 credit torward material can be applied at this point if repair bid is accepted..

4. Open water supply and assist B.U.S.D. personnel with purging and flushing of system.

5. Clean up site of debris, remove old concrete from site, backfill and compact trench with native soil, replace concrete slab section removed.

**All materials, tax & labor---$21,210.51---** due upon completion.

MOE PLUMBING CO, INC.

ACCEPTED BY:

**X Tim McMahon**
MoePlumbing.com

X

Exclusions: Repairs to any systems or piping not detailed in this proposal. Plaster, drywall, patching, paint repairs. Plumbing permits or inspections. Any work not detailed herein. Pricing is valid for 90 days. This is an installation contract, and as such, no breakdown of labor & materials will be given.
If you have any questions, please contact our office.

**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, Construction & Operations Secretary |
| DATE: | October 3, 2019 |
| SUBJECT: | Acceptance of Notice of Completion, H.L. Moe Co., Inc., PVC Line Leak Repair at John Burroughs High School (Restricted Routine Maintenance) |

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**Background:**
Water was coming up from the ground from a leaking PVC line and was lifting up the concrete at John Burroughs High school in the 200 Building. Out of BUSD Maintenance realm to repair.

**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:**
Emergency repair of potable water from leak. The concrete had to be broken up in order to locate the leak to repair underneath the foundation. Work was started and completed in June 2019.

**Fiscal Impact:**
$20,149.98 (Routine Restricted Maintenance)

**Recommendation:**
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: PVC Line Leak Repair at John Burroughs High School, not to exceed $20,149.98 (01.0-81500.0-00000-81100-5631-752-3100), Routine Restricted Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

**Burbank Unified School District**
**Facilities Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Debbie Kukta, Assistant Superintendent, Administrative Services |
| PREPARED BY: | Larry Cross, Director of Facilities |
| SUBMITTED BY: | Crystal Cozakos, Construction & Operations Secretary |
| DATE: | November 7, 2019 |
| SUBJECT: | Acceptance of Notice of Completion, Schafer Electric Inc., Installation of New Feed to Existing Auditorium Panel at Roosevelt Elementary School (Restricted Routine Maintenance) |

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**Background:**
It was determined that there was a major electrical issue in the Auditorium at Roosevelt Elementary School. Half of the electrical in the Auditorium panel was lost due to a shortage.

**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:**
Schafer Electric Inc. furnished and installed a new main panel feed to conduit in the Auditorium. Work was completed over summer 2019.

**Fiscal Impact:**
$43,000 (Routine Restricted Maintenance)

**Recommendation:**
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Installation of new feed to existing auditorium panel at Roosevelt Elementary School, not to exceed $43,000 PO# 20000622 (01.0-81500.0-00000-81100-5631-752-3100), Routine Restricted Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

Telephone (818) 845-1622
Fax (818) 845-1619

SCHAFER S ELECTRIC E I INC

License No. 419402

ELECTRICAL CONTRACTORS
1505 N. SAN FERNANDO BLVD. – BURBANK, CALIFORNIA 91504

**ROOSEVELT ELEMENTARY SCHOOL**
**850 N. CORDOVA ST.**
**BURBANK CALIFORNIA 91505**

**DATE: 6 – 20 – 19**
**RE: PROVIDE NEW FEED TO EXISTING AUDITORIUM PANEL**

**INCLUSIONS:**

**1. DEMO AND SAFE – OFF.**
A. PROVIDE NECESSARY MATERIAL AND LABOR TO DISCONNECT, REMOVE AND SAFE – OFF POWER TO EXISTING HALLWAY DISTRIBUTION BOARD, AUDITORIUM PANEL AND RELATED FEEDER.
B. PROPERLY IDENTIFY AND LABEL EXISTING FEEDER.

**2. AUDITORIUM PANEL AND FEEDER**
A. REMOVE EXISTING FEEDER WIRE BETWEEN THE AUDITORIUM PANEL AND THE MAIN HALLWAY DISTRIBUTION BOARD.
B. PROVIDE AND INSTALL 4 - # 4/0 COPPER AND 1 # 2 GROUND IN PLACE OF THE WIRES REMOVED.
C. AN EXTRA WIRE IS INCLUDED TO ALLOW FOR THE AUDITORIUM PANEL TO BE UPGRADED TO 3 PHASE 4 WIRE.
D. THE EXTRA WIRE WILL BE PROPERLY IDENTIFIED AND CAPPED OFF FOR FUTURE USE.

**3. MAIN HALLWAY DISTRIBUTION BOARD**
A. REMOVE EXISTING 2 POLE BREAKER FEEDING AUDITORIUM AND REPLACE WITH NEW 3 POLE BREAKER FOR FUTURE UPGRADE OF THE AUDITORIUM PANEL.

**4. PROPERLY TEST ALL FEEDERS AND RELATED EQUIPMENT CONNECTED TO THE HALLWAY DISTRIBUTION BOARD.**

**5. CLEAN – UP AND REMOVE ALL EXCESS MATERIALS.**

**6. ALL GROUNDING PER CODE.**

**7. PREVAILING WAGES INCLUDED.**

**8. WORK TO BE COMPLETED ON A TIME AND MATERIAL BASIS. PRICE IS NOT TO EXCEED THE TOTAL COST LISTED BELOW. LABOR WILL BE CHARGED AT $ 125.00 PER MAN HOUR WORKED, MATERIALS WILL BE FIGURED AT COST PLUS TAX WITH A 15 % MARK-UP. DAILY WORK SHEETS WILL BE PROVIDED.**

**TOTAL COST, T & M NOT TO EXCEED** **$ 43,000.00**

6/25/19

**EXCLUSIONS:**

1. DRYWALL REPAIR OR INSTALLATION.
2. RELOCATION OR REPAIR TO EXISTING PLUMBING.

**NOTES:**

1. ALL WORK TO BE DONE DURING NORMAL BUSINESS HOURS, NO OVERTIME HOURS ARE INCLUDED IN THIS PROPOSAL.