BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, June 04, 2020

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

Virtual Meeting - Burbank, California

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

AGENDA

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

1. CALL TO ORDER

1.a NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the Closed Session will be held by teleconference to discuss matters on the Closed Session agenda, at 6:00 p.m. The teleconference (6:00 p.m.) and online meeting (7:00 p.m.) is held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom, which suspends certain requirements of the Ralph M. Brown Act. Balancing the health risks associated with the Coronavirus (COVID-19), while appreciating the public's right to conduct the people's business in a transparent and open manner, during the current State of Emergency and in the interest of public health and safety, most-and possibly all of the Board Members will be participating by teleconference. District facilities are closed to the public until further notice and the public will not be able to physically attend the Board of Education Meeting. The Board will reconvene in Public Session at 7:00 p.m. The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications via email at rosegarcia@burbankusd.org and/or by voicemail at (818) 729-4584, no later than 5:00 p.m., June 3, 2020. Comments will be read during Public Comment followed by staff and Board responses. Any communication received after this time, will be distributed to staff and/or Board of Education Members on June 5, 2020. The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/site/Default.aspx?PageID=1945.

2. REQUESTS TO ADDRESS THE BOARD

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.

2.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications via email at rosegarcia@burbankusd.org and /or by voicemail at (818) 729-4584, no later than 5:00 p.m., June 3, 2020. Comments will be read during Public Comment followed by staff and Board responses. Any communication received after this time, will be distributed to staff and/or Board of Education Members on June 5, 2020. The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/site/Default.aspx?PageID=1945.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

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

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

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

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

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

3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960023095 and 960032205

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 Ed100 Online Education Program Graduates
Armond Aghakhanian, President, Board of Education, will facilitate the recognition of the graduates of the Ed100 online education program.

8.b Presentation on Donation to the District by the Syrian Community of Burbank
Armond Aghakhanian, President, Board of Education, will accept a donation presented to the District by the Syrian Community of Burbank, to support the needs of the most-impacted residents in the city and within the school district with matching donations of $10,000 each to the City of Burbank and the Burbank Unified School District.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications via email at rosegarcia@burbankusd.org and /or by voicemail at (818) 729-4584, no later than 5:00 p.m., June 3, 2020. Comments will be read during Public Comment followed by staff and Board responses. Any communication received after this time, will be distributed to staff and/or Board of Education Members on June 5, 2020. The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/site/Default.aspx?PageID=1945.

9.b Staff Responses

9.c Board Members' Comments and Responses

10. REPORTS TO THE BOARD

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

10.b First Reading of High School Social Science Textbook (Lottery Textbook Fund)
John Paramo, Assistant Superintendent, Educational Services, will facilitate the first reading of the proposed Social Science textbook, as presented.

2020 June 4 First_Reading_HS_Soc_Sci_Textbooks (1).pdf

10.c Report on the Recommendations to the Board of Education from the District English Learner Advisory Committee
Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the Recommendations to the Board of Education from the District English Learner Advisory Committee, as presented.

DELAC Recommendations Report with PP.pdf

10.d 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_ Mar 20_1st Read_060420.pdf

10.e Budget Update 2020-2021
Debbie Kukta, Assistant Superintendent, Administrative Services, will report on recent developments at the federal and state levels and their impacts on the Burbank Unified School District, as presented.

Budget Update 2020-2021.pdf

11. NEW AND/OR UNFINISHED BUSINESS

11.a Appointment of Members/Alternate Members and Reappointment of Member to the School Facilities Oversight Committee (SFOC)
Matt Hill, Superintendent, recommends that the Board of Education appoint four (4) Members, consider appointing Alternate Members, and reappoint Raymond Juarez for a second term of either two or three years to the School Facilities Oversight Committee, effective June 5, 2020, as presented.

SFOC Appoints Members Alts Reappoint_060420.pdf

11.b Adoption of Resolution 49 - Fundraising Restrictions, 2020-2021 School Year
Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 49 - Fundraising Restrictions, 2020-2021 School Year, as presented.

Adoption of Reso 49_Fundraising_060420.pdf

11.c Adoption of Resolution 50 – Resolution of the Governing Board of the Burbank Unified School District Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years Ending June 30, 2020, 2021 and 2022, and Authorizing Execution and Delivery of Related Documents and Actions
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 50 - approving assignment of delinquent tax receivables to the California Statewide Delinquent Tax Finance Authority for the fiscal years ending June 30 in each of the years 2020-2022, and authorizing execution and delivery of related documents and actions, as presented.

Resolution 50 - Delinquent Tax Financing.pdf

11.d Approval of Award of Contract for Transportation Services
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement for professional services between Burbank Unified School District and First Student, Inc., to provide pupil transportation services, effective July 1, 2020 through June 30, 2023 and may be extended on a year-to-year basis for an additional two (2) years, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Award of Contract - Transportation.pdf

11.e Ratification of Agreement with Blackboard Inc. for Teacher Communication Module (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and Blackboard Inc., for Teacher Communication Module, not to exceed $11,750 (01.0-00000.0-00000-72000-5840-7401000) (General Fund), effective April 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Ratification_Agreement_Blackboard_Teacher Module_060420.pdf

11.f Approval of Renewal of Agreement with DocStar for Document Management System (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of agreement between Burbank Unified School District and DocStar for Document Management Services, not to exceed $20,295 (01.0-00000.0-00000-77000-5840-7731000) (General Fund), effective June 5, 2020 through July 31, 2025, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Renewal_Agreement_DocStar_060420.pdf

11.g Approval of Agreement for Professional Services
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2020 through June 30, 2021, not to exceed $26,226 (01.0-00000.0-00000-72000-5840-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Frontline.pdf

11.h Adoption of Resolution 51 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 51 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 51 - Reduction in Force.pdf

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

Gift Report_060420.pdf

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

12.a Amended Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960023095, not to exceed $23,876 (01.0-65000.0-50010-36000-5813-7440000), effective November 13, 2019 through October 30, 2020 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on December 19, 2019 in the amount of $23,876. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the original end date of August 30, 2020 to October 30, 2020 and adds an additional $5,810 to cover additional costs the parents have incurred during school closures, from $23,876 to $29,686.

SPED Student 960023095_Amended Settlement Agreement.docx.pdf

12.b Amended Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the

Board of Education amend Final Settlement Agreement for Special Education Student 960032205, at no cost to the District, (01.0-65000.0-50010-36000-5813-7440000), effective November 4, 2019 through October 30, 2020 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on November 21, 2019 with no fiscal impact to the District. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment is extending the original end date of July 2, 2020 to October 30, 2020.

SPED Student 960032205_Amended Settlement Agreement.docx.pdf

12.c Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of May 7, 2020, as presented.

Minutes.05.07.20.pdf

12.d Approval of Minutes

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

Minutes.05.19.20.SP.pdf

12.e Approval of Personnel Report Number 19-20-18

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 19-20-18, covering Certificated and Classified personnel, and consisting of Pages 1 to 17 inclusive, as presented.

Personnel Report 6-4-20.pdf

12.f 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 May 4, 2020, as presented.

2019-2020 Purchase Order Report.pdf

12.g Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $9,754,122.77 commercial warrants in the total amount of $2,379,123.70 as presented.

Warrants.pdf

12.h Approval of Amended Independent Learning Academy Master Agreements

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for 7th and 8th Grade Students, the Independent Learning Academy Master Agreement for High School Students, and the Request for Extension of Contract Time, effective July 1, 2020, as presented.

Approval of ILA Master Agreements with Agmts.pdf

12.i Approval of 2020-2021 Courses and Instructional Minutes for the Independent Learning Academy

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2020 through June 30, 2021, as presented.

ILA Course Approval Inst Minutes.pdf

12.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 Esther E. Chon, Ph.D., ED.M., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960018415, not to exceed $6,000 (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960018415_Dr. Chon IEE.pdf

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

Tamara Schiern, Director of Special Education, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian school and agencies (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000,01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000,01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Master Contract Renewal for Nonpublic Nonsectarian Schools and Agencies.pdf

12.l Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies

Tamara Schiern, Director of Special Education, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Service Agreements for Nonpublic Nonsectarian Schools and Agencies.pdf

12.m Approval of Piggybackable Contracts for Equipment, Materials and Services 2020-2021

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2020-2021 school year, as presented.

Piggybackable Contracts 2020-21.pdf

12.n Approval of Agreement for Professional Services with Frontline Education formerly Digital

Schools
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Frontline Education, effective July 1, 2020 through June 30, 2021, not to exceed $4,040, for the "Read Only" program (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Frontline Education-DS Read Only Agmt.pdf

12.o Approval of District Memberships 2020-2021
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the memberships in professional organizations for 2020-2021, as presented.

District Memberships 2020-21.pdf

12.p Approval of 2020-2021 Budget Calendar
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the budget calendar for the 2020-2021 fiscal year, as presented.

Budget Calendar 2020-21.pdf

12.q Approval of Los Angeles County Office of Education (LACOE) PeopleSoft Financial Systems (PSFS) Contract 2020-2021
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for Peoplesoft Financial System Services, not to exceed $20,300 (01.0-00000.0-00000-77000-5890-0000000), effective, July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LACOE - PEOPLESOFT 2020-21.pdf

12.r Approval of Los Angeles County Office of Education (LACOE) Data Processing Services, Labor Distribution and Fringe Employer Contribution and Employee Database Information Contract
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for the capability of downloading payroll information, effective July 1, 2020 through June 30, 2021, not to exceed $6,500 (01.0-00000.0-00000-77000-5890-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LACOE - Labor Distribution.pdf

12.s Approval of Professional Agreement with Sous Temp (Cafeteria Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Sous Temp, effective July 1, 2020 through June 30, 2021 (13.0-53100-0-00000-37000-5890-749-0000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Food Service - Sous Temp 2020-2021.pdf

12.t Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2020 through June 30, 2021, not to exceed $200,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund) and (01.0-65000.0-50010-21000-5820-7440000) (Special Education Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Lozano Smith 2020-21.pdf

12.u Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2020 through June 30, 2021, not to exceed $150,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Hatch & Cesario - Sped Atty 20-21.pdf

12.v Authorization Year End Appropriation Transfers 2019-2020
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education authorize Appropriation Transfers for 2019-2020 as permitted in Education Code sections 42600 and 42601, as presented.

Authorization Year End Appropriation Transfers 19-20.pdf

12.w Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #7 between Burbank Unified School District and Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for use of 60 parking spaces located behind Providencia Elementary School (accessed from Pacific Avenue). The renewal includes the following amendments: (1) extend the term of the lease through June 30, 2021, and (2) increase the monthly fee by 5% in accordance with the agreement from $4,824.33 to $5,065.55 for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Deluxe Media Renewal to Lease.pdf

12.x Approval of Reimbursement to Parent for Transportation (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education, approve the mileage reimbursement to the parents of Special Education Student 960013446 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $15,653.80, effective August 17, 2020 through June 30, 2021,

(01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960013446_Parent Reimbursement.docx.pdf

12.y 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 Steers AAC Language & Speech, Inc., to provide an Independent Evaluation (IEE) in the area of assistive technology and augmentative and alternative communication and attend an IEP meeting for Special Education Student 960013446, not to exceed $3,000 (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960013446_Ali Steers IEEpdf.pdf

12.z Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Nancy A. Blum, Ph.D., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960031425, not to exceed $6,000 (01.0-65000.0-57700-11900-5850-7440000), effective February 24, 2020 through December 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original agreement was approved on April 16, 2020. The effective date was from February 24, 2020 through June 30, 2020. Due to COVID-19, the assessor will be unable to complete the assessment until restrictions are lifted.

SPED Student 960031425_Nancy Blum IEE_Amended.pdf

12.aa 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 Accommodating Ideas, Inc., to provide interpreting and translation for Burbank students, not to exceed $110,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Accommodating Ideas.pdf

12.ab 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 Cronin Assessment, to provide an Independent Psyhological-Educational Evaluation (IEE) for Special Education Student 960027933, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through December 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960027933_Cornin_IEE.pdf

12.ac 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 Therapy In Action., to provide an Occupational Therapy Evaluation and attend an IEP meeting for Special Education Student 960027933, not to exceed $760, (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through December 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960027933_Therapy In Action.pdf

12.ad 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 Purple Communications, to provide interpreting and translation for Burbank students, not to exceed $380,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Purple Communications.pdf

12.ae Approval of Agreement for Professional Services, TLC Auctions
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

TLC Auctions - Surplus Agreement 20-21.pdf

12.af Approval of Amended Authorization of Signatures
Debbie Kukta, Assistant Superintendent, Administrative Services recommends that the Board of Education approve the authorization of signatures, for the period of June 5, 2020 through June 30, 2020, as presented.

Amended Authorization of Signatures 6-2020.pdf

12.ag Approval of Agreement for Professional Services, Atkinson, Andelson, Loya, Ruud & Romo (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2020 through June 30, 2021, not to exceed $200,000 per year (01.0-00000.0-00000-72000-5820-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AALRR Agreement 2020-21.pdf

12.ah Approval of Renewal of Agreement for Professional Services with CSM Consulting, Inc,

E-Rate Consultant (Special Reserve Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of agreement between Burbank Unified School District and CSM Consulting, Inc., to provide E-Rate funding consultation services, not to exceed $25,000 (Special Reserve Fund) (40.0-00000.0-00000-81000-5850-7500000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Renewal Agreement_CSM E-Rate_060420.pdf

12.ai Approval of Agreement for Audit Services, CliftonLarsonAllen
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and CliftonLarsonAllen (CLA), as the District Auditor for school years 2020-2021, 2021-2022, 2022-2023, not to exceed $76,178, $77,228 and $74,550 (01.0-00000.0-00000-71900-5820-7401000) respectively, plus mileage at the approved IRS rate for the year served, and $2,500 to $4,500 per additional programs, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

CLA - 3 Year Agmt.pdf

12.aj Ratification of 2020-2021 Carl D. Perkins Career and Technical Education Grant Application
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the application for the Carl D. Perkins Career and Technical Education Grant for the 2020-2021 school year, effective May 31, 2020, and that authority to sign the application be exercised pursuant to BUSD – AR 3314, as presented.

Perkins.pdf

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

Approval of Instructional Consultants.pdf

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

Approval of Non-Instructional Consultants.pdf

12.am Authorization of Salary Rates for Certificated, Classified and Other Unrepresented Employees for the Fiscal Year 2020-2021
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education authorize the Superintendent to notify the Los Angeles County Superintendent of Schools that, as a result of financial uncertainties, negotiations, legislation, and other factors, the

Board of Education declares that all management, including Superintendent, all Assistant Superintendents, confidential and other unrepresented employees' salaries are declared indefinite for 2020-2021.

Note: This consent item is an annual routine action required by the Board of Education.

12.an Approval of Agreement– Azusa Pacific University

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Azusa Pacific University to provide educational field experience, effective July 1, 2020 through June 30, 2025 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Azusa Pacific.pdf

12.ao Approval of Fieldwork Agreement– Emerson College

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Fieldwork Agreement between the Burbank Unified School District and Emerson College to provide educational field experience, effective June 5, 2020 through June 5, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement-Emerson College.pdf

12.ap Approval of Agreement for Professional Services

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Shaw HR Consulting, Inc., to perform services related to the District's disability management program, not to exceed $35,000 (01.0-90335.0-00000-27000-5880-7558000) effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Shaw.pdf

12.aq Approval of Agreement for Professional Services

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve an Agreement between the Burbank Unified School District and Concentra. to provide occupational health services in the form of pre-employment physicals and screenings, fit-for duty physicals, and first aid only examinations to cover the period of July 1, 2020–June 30, 2021 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Concentra.pdf

12.ar Approval of Agreement for Professional Services

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services of Independent Contractor between the Burbank Unified School District and Providence Health System –

Southern California (DBA Providence Saint Joseph Medical Center) to cover the periods of July 1, 2020 through June 30, 2021 and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - SJOHC.pdf

12.as Approval of Agreement for Professional Services
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and the Department of General Services/Office of Administrative Hearings to provide services of Administrative Law Judges (ALJs) for the purpose of managing cases and conducting hearings under Government Code section 27727, effective July 1, 2020 through June 30, 2025, unless terminated by either party on advance written notice, not to exceed $48,000 (01.0-00000.0-00000-72000-5810-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - DGS.pdf

13. REQUESTS TO ADDRESS THE BOARD

13.a Public Communications

13.b Staff Responses

13.c Board Members' Comments and Responses

14. ADJOURNMENT

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	June 4, 2020
SUBJECT:	First Reading of High School Social Science Textbook (Lottery Textbook Fund)

Background:

During the 2018-2019 school year, the Burbank Unified School District began the process of reviewing state approved social science textbooks for secondary schools. The process started with a group of secondary social science teachers and site administrators attending a county sponsored social science textbook preview in Downey, California. Because of budget constraints, only the middle school piloted in 2018-2019. The high school held off a year. Therefore, the pilot for high school was this year 2019-2020. Our high school teachers narrowed their selection down to Pearson and Houghton Mifflin Harcourt (HMH).

Teachers volunteered to pilot the textbooks during the 2019-2020 school year. There were teacher representatives from each of the high schools. Similarly, there was a fair representation of general education teachers, special education teachers and English Language Development teachers. All of the teachers piloted Pearson in the fall, and they all piloted HMH in the spring. This provided for an authentic evaluation as each teacher experienced the materials from both textbooks.

During the semester, the piloting teachers met regularly to discuss the issues they were encountering with the textbooks. Collectively, the teachers were able to share best practices to accommodate for the new curriculum. In particular, the new curriculum from both publishers contained many online resources and student applications that required technology.

District Wide Goals for 2019-2020:
2.0 Improve learning and achievement for all students.

Discussion and Issues:

Every piloting teacher completed an evaluation of both Pearson and HMH. The evaluations were tallied and the data was compiled for the teachers to access. While there are strengths and weaknesses for both textbooks, the evaluation scores are overwhelmingly in favor of the HMH textbook. The HMH textbook series does adhere to state legislation as it pertains to the contributions made by the LGBTQ community as well as the acknowledgment of the Armenian Genocide.

The piloting teachers have requested that all social studies teachers be trained on the new textbook series, even if it is done virtually due to the pandemic. Doing so will allow the teachers to be able to prepare during the summer months if they so choose to spend their time. Additionally, the teachers have asked the district to consider

lesson planning days whether in the summer or during pre-school days at the beginning of the year. Those considerations will be given based on the budget.

Based on the current budget constraints, the board will decide if the district can move forward with the adoption as the funds allotted for the adoption might need to be reallocated to balance the budget or augment other instructional needs.

Fiscal Impact:

The fiscal impact of the High School Social Science Textbook Adoption:

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9781328838209	CALIFORNIA MODERN WORLD HISTORY HYBRID STUDENT RESOURCE PACKAGE 8 YR PRINT/8 YR DIGITAL	$ 100.95	0	1330	$ -	$ 134,263.50
9781328838186	HMH SOCIAL STUDIES: WORLD HISTORY: MODERN CALIFORNIA PREMIUM/BYBRID//TRANSITION TEACHER RESOURCE PACKAGE 1 YEAR PRINT/8 YEAR DIGITAL	$ 515.00	0	12	$ -	$ 6,180.00
9781328838285	HMH SOCIAL STUDIES: WORLD HISTORY: MODERN CALIFORNIA GUIDED READING WORKBOOK 8 YEAR PRINT SUBSCRIPTION	$ 29.90	1330	0	$ 39,767.00	$ -
9781328832825	HMH SOCIAL STUDIES WORLD HISOTRY; MODERN CALIFORNIA DOCUMENT BASED INVESTIGATION WORKBOOK 8 YEAR PRINT SUBSCRIPTION	$ 29.90	0	1330	$ -	$ 39,767.00
	WORLD HISTORY SUBTOTAL				**$ 39,767.00**	**$ 180,210.50**

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9781328838018	HMH SOCIAL STUDIES: AMERICAN HISTORY: RECONSTRUCTION TO THE PRESENT CALIFORNIA HYBRID STUDENT RESOURCE PACKAGE 8 YEAR PRINT/8 YEAR DIGITAL	$ 100.95	0	1275	$ -	$ 128,711.25
9781328837998	HMH SOCIAL STUDIES: AMERICAN HISTORY TO THE PRESENT CALIFORNIA PREMIUM HYBRID/ TRANSITION TEACHER RESOURCE PACKAGE PRINT/8 YR DIGITAL	$ 515.00	0	9	$ -	$ 4,635.00
9781328838094	HMH SOCIAL STUDIES: AMERICAN HISTORY: RECONSTRUCTION TO THE PRESENT CALIFORNIA GUIDED READING WORKBOOK 8 YEAR PRINT SUBSCRIPTION	$ 29.90	1275	0	$ 38,122.50	$ -
9781328834294	HMH SOCIAL STUDIES AMERICAN HISTORY: RECONTRUCTION TO THE PRESENT CALIFORNIA DOCUMENT BASED INVESTIGATION WORKBOOK 8 YEAR PRINT SUBSCRIPTION	$ 29.90	0	1275	$ -	$ 38,122.50
	AMERICAN HISTORY SUBTOTAL				**$ 38,122.50**	**$ 171,468.75**

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9781328704771	2018 UNITED STATES GOVRENMENT HUBRID STUDENT RESOURCE PACKAGE 8 YEAR PRINT/8 YEAR DIGITAL	$ 107.40	0	835	$ -	$ 89,679.00
9781328704696	2018 UNITED STATES SGOVERNMENT PREMIUM HYBRID TEACHER RESOURCE PACKAGE WITH 8 YEAR DIGITAL	$ 473.00	0	9	$ -	$ 4,257.00
9780554009711	HOLT MCDOUGAL UNITED STATES GOVERNMENT PRINCIPLES INPRACTICE CHAPTER RESOURCE FILES WITH ANSWER KEYS SET	$ 381.90	9	0	$ 3437.10	$ -
9780554009544	HOLT MCDOUGAL UNITED STATES GOVERNMENT PRINCIPALS IN PRACTICE FOUNDATIONS OF DEMOCRACY ACTIVITIES	$ 25.35	9	0	$ 228.15	$ -
9780554010557	HOLT MCDOUGAL UNITED STATES GOVERNMENT PRINCIPALS IN PRACTICE DIFFERENTIATED INSTRUCTION TEACHER MANAGEMENT SYSTEM	$ 51.50	9	0	$ 463.50	$ -
9780554010571	HOLT MCDOUGAL UNITED STATES GOVERNMENT PRINCIPALS IN PRACTICE PROGRESS ASSESSMENT SUPPORT SYSTEM WITH ANSWER KEY	$ 70.25	9	0	$ 632.25	$ -
9781328705099	UNITED STATES GOVERNMENT INTERACTED READER AND STUDY GUIDE 8 YEAR PRINT	$ 53.20	0	835	$ -	$44,422.00
	GOVERNMENT SUBTOTAL				**$ 4,761.00**	**$ 138,358.00**

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9781328704221	2018 ECONOMICS HYBRID STUDENT RESOURCE PACKAGE 8 YEAR PRINT/8 YEAR DIGITAL	$ 120.60	0	800	$ -	$ 96,480.00
9781328704146	2018 ECOMONICS PREMIUM/HYBRID TEACHER RESOURCE PACKAGE WITH 8 YER DIGITAL	$ 533.00	0	8	$ -	$ 4,264.00
9780547338767	ECONOMICS: CONCEPTS AND CHOICES RESOURSE MANAGER	$ 316.90	8	0	$ 2,535.20	$ -
9780618815265	ECONOMICS: CONCENTS AND CHOICES NCEE STUDENT ACTIVITIES	$ 10.60	8	0	$ 84.80	$ -
9780618912926	ECONOMICS: CONCEPTS AND CHOICES NCEE STUDENT ACTIVITIES ANSWER KEY	$ 13.95	8	0	$ 111.60	$ -
9780618904716	ECONOMICS: CONCEPTS AND CHOICES TEST PRACTICE AND REVIEW WORKBOOK ANSWER KEY	$ 13.95	8	0	$ 111.60	$ -
9781328704542	ECONOMICS READING STUDY GUIDE 8 YEAR PRINT	$ 60.00	0	800	$ -	$ 48,000.00
	ECONOMICS SUBTOTAL				**$ 2,843.20**	**$ 148.744.00**

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9781328580207	PROFESSIONAL DEVELOPMENT – SOCIAL STUDIES CALIFORNIA SOCIAL STUDIES FOLLOW UP 4-1 HOUR WEBINAR BUNDLE GRADES 10-11	$ 1,400.00	0	1	$ -	$ 1,400.00
9781328548672	PROFESSIONAL DEVELOPMENT – SOCIAL STUDIES CALIFORNIA SOCIAL STUDIES GETTING STARTED FULL DAY IN PERSON GRADE 9-12	$ 2,800.00	1	0	$ 2,800.00	$ -
	PROFESSIONAL DEVELOPMENT SUBTOTAL				**$ 2,800.00**	**$ 1,400.00**

WORLD HISTORY	$ 180,210.50
US HISTORY	$ 171,468.75
GOVERNMENT	$ 138,358.00
ECONOMICS	$ 148,744.00
PROFESSIONAL DEV.	$ 1,400.00
SHIPPING & HANDLING	$ 38,326.88
SALES TAX	$ 69,403.60
GRAND TOTAL	**$ 747,911.73**

The cost will be paid from appropriation number, 01.0-63000-0-11100-10000-4110-742-9000 (lottery textbook funds)

Recommendation:

John Paramo, Director, Secondary Education, will facilitate the first reading of the proposed Social Science textbook, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Jennifer Goldenberg, TOSA, Coordinator of EL Services, TK-12
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 4, 2020
SUBJECT:	Report on the Recommendations to the Board of Education from the District English Learner Advisory Committee

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Background:

Each California public school district, grades kindergarten through 12, with 51 or more English learners must form a District-level English Learner Advisory Committee (DELAC) or subcommittee of an existing district-wide advisory committee.

1. The DELAC, or subcommittee on English learner education, shall advise the district's local governing board (e.g., in person, by letters/reports, or through an administrator) on programs and services for English learners.

2. The DELAC shall be responsible for advising the district's local governing board on the following tasks:

a. Development of a district master plan for education programs and services for English learners. The district master plan will take into consideration the school site master plans.
b. Conducting of a district wide needs assessment on a school-by-school basis.
c. Establishment of district program, goals, and objectives for programs and services for English learners.
d. Development of a plan to ensure compliance with any applicable teacher and/or teacher aide requirements.
e. Review and comment on the school district reclassification procedures.
f. Review and comment on the written notifications required to be sent to parents and guardians.

The LEA shall provide appropriate training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal advisory responsibilities.

The consolidated application shall also include certifications by appropriate district advisory committees that the application was developed with review and advice of those committees.

District-Wide Goals for 2019-20:

1.1 Increase the percentage of English learner (EL) students who are reclassified as proficient in English and continue to monitor progress of students in all academic areas.
1.2 Continue developing and assessing intervention programs specifically for students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
1.3 Continue to provide high-quality staff development in effective instructional and engagement strategies for teachers of students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
1.4 Develop new strategies and enhance existing engagement supports and activities for parents of students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
1.6 Develop new and strengthen existing relationships with community partners to support our students.
5.1 Ensure 100% of BUSD students receive their diplomas or certificates of completion.
5.3 Continue to promote a culture of academic success in order to decrease the number of D and F grades in secondary schools and the number of 1 and 2 grades in elementary schools.
5.4 Increase the number of high school students who have completed a-g requirements for college eligibility.

Discussion/Issues:

The Burbank Unified School District's English Learner Advisory Committee (DELAC) met five times throughout the 2019-20 school year, beginning with a training for school site representatives on their responsibilities, as outlined by the State. Each of the meetings addressed one or more of the DELAC responsibilities, as well as provided advice on the Local Control and Accountability Plan. Agendas and Minutes are posted on the District Website.

Fiscal Impact:

None

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the Recommendations to the Board of Education from the District English Learner Advisory Committee, as presented.

Burbank Unified School District

District English Learner Advisory Committee (DELAC)

Review and Recommendations to the Board of Education

June 4, 2020

2019-20 DELAC Report

- BUSD Annual Language Census Data
- Reclassification Information
- ELD Program Survey
- BUSD Master Plan for English Learners Update

DELAC's Role

The District English Learners Advisory Committee shall function by advising the District in matters pertaining to the educational program for English Learners. The term advising is intended to mean: inquiring, informing, suggesting, and recommending.

- **DELAC Bylaws -** reviewed, suggested revisions, and voted on them
- **Home Language Survey** – revised to include clearer language
- **LCAP** – asked questions regarding goals and expenditures
- **Programs for ELs** – reviewed results of site surveys
- **EL Master Plan** – asked questions for clarification on Dashboard information in creation of goals

Languages Spoken by BUSD Students

Total Percentage English only in BUSD: 64%
Total Percentage EL & FEP in BUSD: 36%

Language	# English Learners	# Fluent English Proficient	Percent of Total Enrollment that is EL & FEP
Armenian	739	1,454	14%
Spanish	478	1,449	13%
Filipino	24	182	1%
Arabic	65	134	1%
Russian	80	101	0.60%
Korean	18	73	0.47%

School Sites with the Largest Number of English Learners

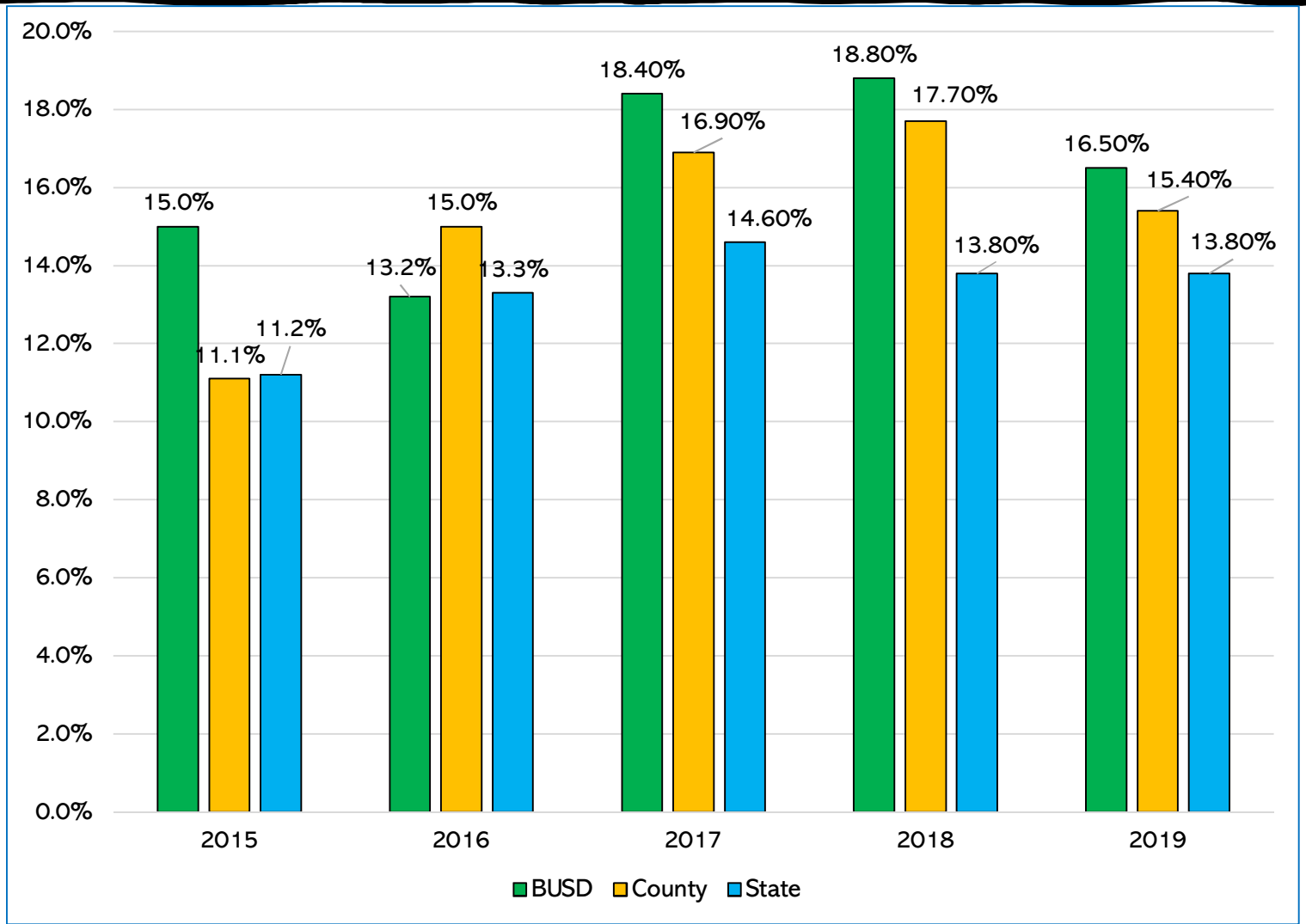
Site	# of ELs	Language(s)
Miller	271	Armenian (76%), Spanish (10%)
Burbank HS	207	Armenian (63%), Spanish (14%), Arabic (9%), Russian (8%),
Muir	150	Armenian (70%), Spanish (11%)
Emerson	149	Armenian (78%), Russian (8%), Spanish (7%)
Jefferson	129	Armenian (62%), Spanish (10%)
Washington	120	Spanish (33%), Armenian (31%), Arabic (18%)

Title III Eligible Immigrants

2015-16	2016-17	2017-18	2018-19	2019-20
486	488	489	532	545

	Country
1	Armenia
2	India
3	Russian Federation
4	Philippines
5	Iran, Islamic Republic of
6	Mexico
7	Syrian Arabic Republic
8	El Salvador
9	Canada, Guatemala, & United Kingdom
10	Kazakhstan

Reclassification Rates 2015-2019



Reclassification Criteria

Criteria #1: Assessment of English language proficiency

- State Board of Education set cut-point for Overall Performance Level on the English Language Proficiency Assessments for California (ELPAC) at level **4/ "Well Developed"**
- CDE is petitioning Governor for waiver to continue ELPAC testing fall 2020 since it was disrupted by the school closures

Criteria #2: Teacher evaluation/curriculum mastery

Criteria #3: Parent opinion and consultation

Criteria #4: Comparison of student performance in basic skills:

SBAC 2020 was suspended, but CDE says we can use 2019 results. We are also using reading comprehension test results and writing prompts.

Results of District-Wide Needs Assessment

- **33%** returned
  - Surveys sent out: **1,226**
  - Surveys returned: **408**
  - 25% last school year

Families in BUSD for:

Less than 1 year: **24%**
1-2 years: **26%**
3-5 years: **29%**
6+ years: **21%**

- Responses from:
  - Elementary School: **51%**
  - Middle School: **26%**
  - High School: **23%**

ELD Program Survey Results

3 answer choices:
I understand, and I do not need more information
I understand, but would like more information
I don't understand, and would like more information

Home Language Survey's purpose	Results
I understand	78%
I understand, but need more info	20%
I don't understand, and need more info	2%

Process of identifying English learners	Results
I understand	77%
I understand, but need more info	22%
I don't understand, and need more info	1%

Survey Results

How students are provided with ELD instruction & support	Results
I understand	73%
I understand, but need more info	24%
I don't understand, and need more info	3%

Reclassification process	Results
I understand	68%
I understand, but need more info	27%
I don't understand, and need more info	5%

Survey Results

The ELD Program has improved my student's English language fluency skills.	Results
Strongly agree	43%
Agree	36%
Neutral	13%
Disagree	6%
Strongly disagree	2%

Survey Results

Parent Education Topics

Elementary School	Middle School	High School
Reading and math skills	Reading and math skills	Reading and math skills
Understanding State & Federal requirements for ELs	Homework and study skills	Applying to College/University
Computer skills/technology resources	Computer skills/technology resources	Understanding grading/report cards
Homework and study skills	Applying to College/University	Financial aid for college
Understanding CA state standards & understanding report cards/grading	Electives in middle/high school	Computer skills/technology resources

BUSD Master Plan for English Learners: Initial Goals

I. **Academic Performance: English learner progress toward achieving fluency in English**
Burbank Unified English learners will improve by 3% each year on the English Learner Proficiency Indicator (ELPI) on the CA School Dashboard.

II. **Academic Performance: achievement of English learners in English Language Arts**
The percent of BUSD "Ever-ELs" who score standard met or standard exceeded on the Smarter Balanced Summative Assessments in English Language Arts will improve by 3% each year.

III. **Academic Performance: achievement of English learners in Mathematics**
The percent of BUSD "Ever-ELs" who score standard met or standard exceeded on the Smarter Balanced Summative Assessments in Mathematics will improve by 3% each year.

BUSD Master Plan for English Learners: Initial Goals

IV. Academic Engagement: Graduation Rate of English Learners

The graduation rate for the English learner subgroup will maintain or increase the current rate of 86.5% each year.

V. Reclassification

The reclassification rate for Burbank USD will be at least 3% above the State average each year.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	June 4, 2020
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 March 2020 Board Policies sent to the District by CSBA. This set of updates also includes two new policies related to the Covid-19 pandemic: BP 4113.5 / 4213.5 / 4313.5: Working Remotely and BP 6157: Distance Learning. 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.

POLICY GUIDE SHEET: March 2020

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

BP/AR 0420.4 - Charter School Authorization
(BP/AR revised)

Policy updated to reflect **NEW LAWS (AB 1505 and 1595)** which extend the timeline for holding a public hearing to determine the level of support for a charter petition, extend the timeline for making a final decision to grant or deny the petition, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. As amended, criteria for reviewing the petition require consideration of the interests of the community in which the school is proposing to locate and prohibit the approval of a new charter school offering nonclassroom-based instruction until January 1, 2022. Regulation reflects **NEW LAWS (AB 1505 and AB 1595)** which revise the required components of a petition to delete a requirement to include annual goals that apply to the nature of the program operated, add a requirement that the petition describe the means by which the charter school will achieve a balance of special education students and English learners that is reflective of the general population within the district, and require that a petition for a charter school operated by or as a nonprofit public benefit corporation include the names and qualifications of the governing body. Regulation also reflects **NEW LAW (AB 982)** which requires the petition to include requirements for providing homework assignments, upon request, to students who have been suspended for two or more days. Regulation also reflects **NEW LAW (AB 1507)** which limits the ability of a charter school to establish a resource center, meeting space, or other satellite facility used for nonclassroom-based independent study outside district boundaries.

BP/E 0420.41 - Charter School Oversight
(BP/E revised)

Policy updated to reflect **NEW LAWS (AB 1505 and AB 1595)** which require a charter school to request a material revision to its charter whenever it proposes to expand operations at one or more grade levels, and AB 1505 which revises criteria for the provision of technical assistance to charter schools beginning with the 2020-21 school year. Exhibit updated to add new requirements for charter schools pursuant to **NEW LAWS**, including requirements to refrain from discouraging a student from enrolling for any reason **(SB 75)**, hold a public hearing when adopting the local control and accountability plan **(SB 75)**, provide assistive technology devices to a student at home or a student who transfers to another school **(AB 605)**, pay a student's tuition and conduct on-site visits if the charter school has a master contract with a nonpublic, nonsectarian school **(AB 1172)**, phase in a requirement for teachers to hold the certificate or permit required for their certificated assignment **(AB 1505)**, provide parent/guardian notices in English and in the primary language when 15 percent or more of the students speak a language other than English **(SB 75)**, provide students with a meal of their choice regardless of unpaid meal fees **(SB 265)**, adopt policy on suicide prevention applicable to grades K-6 **(AB 1767)**, print the national domestic abuse hotline number on student identification cards **(SB 316)**, post specified information on bullying and harassment prevention **(AB 34)**, include the charter school's sexual harassment policy in student orientations and notify students of the policy by posting a poster **(AB 543)**, neither expel a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or willfully defying the authority of school personnel **(SB 419)**, provide a student who is suspended for two or more days with the homework assigned during the period of suspension **(AB 982)**, and update and reissue a former student's records to include the student's updated name or gender **(AB 711)**. Exhibit also reflects current law requiring charter schools to accept and provide full or partial credit for coursework completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or immigrant student participating in a newcomer program at another school.

BP 0420.42 - Charter School Renewal
(BP revised)

Policy updated to reflect **NEW LAW (AB 1505)** which revises the criteria for granting or denying charter renewals, provides that renewal of a high-performing school may be granted for up to seven years, and provides that a low-performing charter school shall not be granted a renewal unless it adopts a written plan with meaningful steps to address the underlying cause(s) of low performance and there is clear and convincing evidence of either measurable increases in academic achievement or strong postsecondary outcomes, as defined. Policy also reflects **NEW LAWS (AB 1505 and AB 1595)** which extend the timeline for holding a public hearing on the renewal, extend the timeline for making a final decision to grant or deny the renewal, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. Section on "School Closure" added to clarify that if the charter school is not renewed and ceases operation, the closure procedures specified in the charter will be implemented.

BP 0420.43 - Charter School Revocation
(BP revised)

Policy updated to move up the material regarding immediate revocation of a charter school in the event of a severe and imminent threat to the health or safety of students and to reflect **NEW LAW (AB 1505)** which provides that increases in student achievement for all numerically significant student subgroups should be a factor, but not necessarily the most important factor, in determining whether to revoke a charter. Section on "School Closure" added to clarify that if the charter school is revoked and ceases operation, the closure procedures specified in the charter will be implemented.

BP 3471 - Parcel Taxes
(BP added)

New policy addresses the major requirements of levying, with voter approval, a parcel tax on real property which may be used by the district for any purpose specified in the ballot statement. Policy includes, but is not limited to, the requirement for the board to hold a public hearing; board approval of a resolution for the adoption of a parcel tax; the prohibition against using district funds, services, supplies, or equipment to support the parcel tax; and persons who may be exempted by the board from paying the parcel tax.

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

Policy updated to reflect **NEW LAW (SB 265)** which provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that any student is required to receive an alternate meal. Policy also reflects a waiver granted by the U.S. Department of Agriculture extending the three-year Administrative Review cycle to a five-year cycle for school years 2017-18 through 2021-22. Regulation updated to reorganize the section on "Unpaid and Delinquent Meal Charges" to emphasize the prohibition against directing any action toward a student to collect unpaid school meal fees and reflect requirements, as amended by SB 265, to treat students with unpaid meal fees the same as other students.

BP 4112.2 - Certification
(BP revised)

Policy updated to clarify the hiring hierarchy if the district is unable to hire a person who possesses a clear or preliminary credential, including one who is approved for a limited assignment option. Policy reflects Commission on Teacher Credentialing (CTC) Coded Correspondence stating that, if the district needs to hire a person who has been granted a credential waiver by CTC, that person must qualify for a "variable term waiver." Policy also expands section on "National Board for Professional Teaching Standards Certification" to add examples of incentives that may encourage teacher participation.

E 4112.9/4212.9/4312.9 - Employee Notifications
(E revised)

Exhibit updated to reflect **NEW LAWS** adding requirements to notify employees regarding the district's policy on lactation accommodation **(SB 142)** and the deadline to withdraw funds from a flexible spending account before the end of the plan year **(AB 1554)**. Exhibit also revises the policy reference for the March 15 reelection notice for certificated employees, now addressed in BP 4116, and adds the requirement to notify the superintendent at least 45 days before the expiration of the employment contract of any decision not to reemploy the superintendent, as specified in BP 2121.

BP/AR 5141.52 - Suicide Prevention
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 1767)** which mandates age-appropriate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year. Policy reflects requirements to consult with specified stakeholders on policy development, coordinate with the county mental health plan whenever a referral is made for mental health or related services for a student in grades K-6 who is a Medi-Cal beneficiary, and ensure that employees act within the authorization and scope of their credential or license. Policy also reflects **NEW LAW (AB 34)** which requires the district, beginning in the 2020-21 school year, to post its suicide prevention policy in a prominent location on its web site. Regulation updated to move material regarding the printing of the national suicide hotline number on student identification cards to a new section. Regulation also adds an optional postvention strategy to identify and monitor students significantly affected by suicide and those at risk of imitative behavior.

BP/AR 5144.1 - Suspension and Expulsion/Due Process
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (SB 419)** which prohibits districts from suspending students in grades 4-8 for disrupting school activities or willfully defying the authority of school personnel. Policy also references **NEW LAW (AB 982)** which requires a district to provide a student who is suspended for two or more days with the homework assigned during the period of suspension. Regulation adds new section on "Additional Grounds for Suspension and Expulsion: Grades 9-12" reflecting the option to suspend, but not expel, a student in grades 9-12 for disruption or willful defiance.

BP/AR 6172.1 - Concurrent Enrollment in College Classes
(BP/AR revised)

Policy updated to include exceptions in determining the five percent enrollment cap on the number of students at each grade level who may be recommended for community college summer session and to reflect **NEW LAW (AB 1729)** which extends such exceptions through January 1, 2027. Policy reflects **NEW LAW (SB 554)** which authorizes an adult education student pursuing a high school diploma or high school equivalency certificate to attend community college as a special part-time student. Policy and regulation add new sections for districts that wish to establish a College and Career Access Pathways (CCAP) partnership program, in which the board enters into an agreement with the governing board of a community college district to offer or expand dual enrollment opportunities for students who may not already be college bound or are unrepresented in higher education. Regulation clarifies the board's responsibility, whenever a community college class will be offered on a high school campus, to determine the time that the campus is considered open to the general public and available for members of the public to attend such a class at the high school.

CHARTER SCHOOL AUTHORIZATION

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

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

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

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

Timelines for Board Action

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

CHARTER SCHOOL AUTHORIZATION (continued)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

Approval of Petition

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1.Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

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

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

CHARTER SCHOOL AUTHORIZATION (continued)

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

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

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

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. Convert a private school to a charter school (Education Code 47602)

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. The petition does not contain the number of signatures required.

CHARTER SCHOOL AUTHORIZATION (continued)

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).

6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances regarding:

   a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

   b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification, or has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification.

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

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

CHARTER SCHOOL AUTHORIZATION (continued)

Appeals

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

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and grant shall or deny the petition within 30 days. (Education Code 47605)

Legal Reference: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference:

EDUCATION CODE
200 Equal rights and opportunities in state educational institutions
220 Nondiscrimination
1240 Duties of County Superintendent
17078.52-17078.66 Charter schools facility funding; state bond proceeds
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
32282 Comprehensive safety plan
33126 School Accountability Report Card
41365 Charter school revolving loan fund
42131 Interim certification
42238.51-42238.2 Funding for charter districts
44237 Criminal record summary
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
46201 Instructional minutes
47600-47616.7 Charter Schools Act of 1992
47640-47647 Special education funding for charter schools
47650-47652 Funding of charter schools
49011 Student fees
51745-51749.6 Independent study
52052 Accountability: numerically significant student subgroups
52060-52077 Local control and accountability plan
56026 Special education
56145-56146 Special education services in charter schools
CORPORATIONS CODE
5110-6910 Nonprofit public benefit corporations
GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
3540-3549.3 Educational Employment Relations Act
6250-6270 California Public Records Act
54950-54963 Ralph M. Brown Act
81000-91014 Political Reform Act of 1974
CODE OF REGULATIONS, TITLE 5
11700.1-11705 Independent study
11960-11968.5.5 Charter schools

Legal Reference continued: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20
7223-7225 Charter schools
COURT DECISIONS
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
ATTORNEY GENERAL OPINIONS
Opinion No. 11-201 (2018)
89 Ops.Cal.Atty.Gen. 166 (2006)
80 Ops.Cal.Atty.Gen. 52 (1997)
78 Ops.Cal.Atty.Gen. 297 (1995)

Management Resources:

CSBA PUBLICATIONS
Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
Charter Schools: A Guide for Governance Teams, rev. February 2016
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample Copy of a Memorandum of Understanding
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016
Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011
WEB SITES
CSBA: http://www.csba.org
California Charter Schools Association: http://www.ccsa.org
California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs
National Association of Charter School Authorizers: http://www.qualitycharters.org
U.S. Department of Education: http://www.ed.gov

CHARTER SCHOOL AUTHORIZATION

Petition Signatures

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

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

2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

Staff Advisory Committee

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

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge

CHARTER SCHOOL AUTHORIZATION (continued)

tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code 220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

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

(cf. 0420.41 - Charter School Oversight)
(cf. 0460 - Local Control and Accountability Plan)

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

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

CHARTER SCHOOL AUTHORIZATION (continued)

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

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

5. The qualifications to be met by individuals to be employed by the charter school.

6. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:

   a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.

   b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).

   c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

7. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, that is reflective of the general population residing within the district's territorial jurisdiction.

8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.

9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

CHARTER SCHOOL AUTHORIZATION (continued)

10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605 and a statement that the suspension procedures will include requirements pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

    Such procedures shall also include processes by which the charter school will notify the superintendent of a district, and by which the charter school may be notified by the superintendent of a district, when a student or former student of the charter school is expelled or subject to any of the circumstances specified in Education Code 47605(e)(3).

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.

13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.

14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

15. A declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

16. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

    a. Designation of a responsible entity to conduct closure-related activities

    b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates,

CHARTER SCHOOL AUTHORIZATION (continued)

the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

(1) The effective date of the closure

(2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure

(3) The students' districts of residence

(4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above

d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity

e. Transfer and maintenance of personnel records in accordance with applicable law

f. Completion of an independent final audit within six months after the closure of the charter school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school

g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962

h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

i. Identification of funding for the activities identified in item #16a-h above

CHARTER SCHOOL AUTHORIZATION (continued)

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

1. The facilities to be used by the charter school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the charter school are to be provided

3. Potential civil liability effects, if any, upon the charter school and district

4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

Location of Charter School

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

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.

2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

CHARTER SCHOOL OVERSIGHT

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)
(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

(cf. 1431 - Waivers)

Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

CHARTER SCHOOL OVERSIGHT (continued)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to establish or move operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

Monitoring Charter School Performance

The Superintendent or designee shall monitor each charter school that is authorized by the district to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable memorandum of understanding, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

CHARTER SCHOOL OVERSIGHT (continued)

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisorial oversight of the school. However, if the charter school is able to obtain substantially rent-free facilities from the district, the district may charge up to three percent of the charter school's revenue for actual costs of supervisorial oversight or, if the facility is provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. If the district is given responsibility for supervisorial oversight of a charter school that was authorized by SBE on appeal, the district is not limited to these percentages and may charge for the actual costs of supervisorial oversight and for the administrative costs necessary to secure charter school funding. (Education Code 47613)

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 45607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.

2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

CHARTER SCHOOL OVERSIGHT (continued)

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. Shall provide technical assistance to the charter school based on the California School Dashboard

2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school.

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

Complaints

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

CHARTER SCHOOL OVERSIGHT (continued)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

Legal Reference: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference:

EDUCATION CODE

215 Suicide prevention policy
215.5 Student identification cards, inclusion of safety hotlines
220 Nondiscrimination
221.61 Posting of Title IX information on web site
221.9 Sex equity in competitive athletics
222 Lactation accommodations for students
222.5 Pregnant and parenting students, notification of rights
231.5-231.6 Sexual harassment policy
234.4 Mandated policy on bullying prevention
234.6 Bullying and harassment prevention information
234.7 Student protections relating to immigration and citizenship status
17070.10-17079.30 Leroy F. Greene School Facilities Act
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
32282 Comprehensive safety plan
32283.5 Online training on bullying prevention
33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act
35179.4-35179.6 Interscholastic athletic programs, safety
35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
35330 Field trips and excursions; student fees
38080-38086 School meals
39831.3 Transportation safety plan
39843 Disciplinary action against bus driver; report to Department of Motor Vehicles
41024 Report of expenditure of state facility funds
42100 Annual statement of receipts and expenditures
44030.5 Reporting change in employment status due to alleged misconduct
44237 Criminal record summary
44691 Information on detection of child abuse
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
45125.1 Fingerprinting; employees of contracting entity
46015 Accommodations for pregnant and parenting students; parental leave
47600-47616.7 Charter Schools Act of 1992
47634.2 Nonclassroom-based instruction
47640-47647 Special education funding for charter schools
47651 Apportionment of funds, charter schools
48000 Minimum age of admission for kindergarten; transitional kindergarten
48010-48011 Minimum age of admission (first grade)
48206.3-48208 Students with temporary disabilities; individual instruction

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
48850-48859 Educational placement of foster youth and homeless students
48901.1 Suspension and expulsion, willful defiance
48907 Students' exercise of free expression; rules and regulations
48913.5 Suspended students, homework assignments
48950 Student speech and other communication
48985 Parental notification,
49005-49006.4 Seclusion and restraint
49011 Student fees
49014 Public School Fair Debt Collection Act
49061 Student records
49062.5 Student records, name or gender changes
49070 Challenging student records
49073.2 Privacy of student and parent/guardian personal information
49076.7 Student records; data privacy; Social Security numbers
49110 Authority to issue work permits
49381 Human trafficking prevention
49414 Epinephrine auto-injectors
49414.3 Administration of opioid antagonist
49428 Notification of mental health services
49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:
49431.9 Advertisement of non-nutritious foods
49475 Health and safety, concussions and head injuries
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017
49564 Meals for needy students
51224.7 Mathematics placement policy
51225.1-51225.2 Exemption from local graduation requirements; acceptance of coursework
51225.6 Instruction in cardiopulmonary resuscitation
51513 Diploma of graduation, without passage of high school exit examination
51745-51749.6 Independent study
51930-51939 California Healthy Youth Act
52052 Accountability; numerically significant student subgroups
52060-52077 Local control and accountability plans
52075 Uniform complaint procedures
56026 Special education
56040.3 Availability of assistive technology devices
56145-56146 Special education services in charter schools
56365-56366.12 Nonpublic, nonsectarian schools

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
60600-60649 Assessment of academic achievement
64000 Categorical programs included in consolidated application
64001 School plan for student achievement, consolidated application programs
65000-65001 School site councils
69432.9-69432.92 Cal Grant program; notification of grade point average and high school graduation
CORPORATIONS CODE
5110-6910 Nonprofit public benefit corporations
GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
3540-3549.3 Educational Employment Relations Act
6250-6270 California Public Records Act
54950-54963 Ralph M. Brown Act
81000-91014 Political Reform Act of 1974
HEALTH AND SAFETY CODE
104420 Tobacco Use Prevention Education grant program
104559 Tobacco-free schools
LABOR CODE
1198.5 Personnel records related to performance and grievance
PENAL CODE
667.5 Definition of violent felony
1192.7 Definition of serious felony
VEHICLE CODE
28160 Child safety alert system
CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system
Article 16, Section 8.5 Public finance; school accountability report card
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
11700.1-11705 Independent study
11960-11969 Charter schools
CODE OF REGULATIONS, TITLE 24
101 et seq. California Building Standards Code
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
6311 State plan
7221-7221j Charter schools
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34
200.1-200.78 Accountability
COURT DECISIONS
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
ATTORNEY GENERAL OPINIONS
Opinion No. 11-201 (2018)
89 Ops.Cal.Atty.Gen. 166 (2006)
80 Ops.Cal.Atty.Gen. 52 (1997)
78 Ops.Cal.Atty.Gen. 297 (1995)
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Management Resources:

CSBA PUBLICATIONS
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Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
Special Education and Charter Schools: Questions and Answers, September 10, 2002
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Charter Schools Program: Title V, Part B of the ESEA, January 2014
WEB SITES
CSBA: http://www.csba.org
California Charter Schools Association: http://www.calcharters.org
California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs
National Association of Charter School Authorizers: http://www.qualitycharters.org
U.S. Department of Education: http://www.ed.gov

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements.

Governance

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)

2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)

Operations

3. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

4. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

CHARTER SCHOOL OVERSIGHT (continued)

6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

7. Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)

8. Admit all students who wish to attend the charter school, according to the following criteria and procedures:

   a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code 47605)

      If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

   b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

   c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (Education Code 47605)

9. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on

CHARTER SCHOOL OVERSIGHT (continued)

its web site the California Department of Education's (CDE) notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605)

10. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

11. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

12. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

Nondiscrimination

13. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

14. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7

15. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)

16. If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

CHARTER SCHOOL OVERSIGHT (continued)

17. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)

18. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

Tuition and Fees

19. Not charge tuition (Education Code 47605)

20. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

21. Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

School Plans

22. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the template adopted by the State Board of Education (SBE). As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE. (Education Code 47604.33, 47606.5, 52064, 52064.1)

23. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)

CHARTER SCHOOL OVERSIGHT (continued)

24. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)

25. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

Curriculum and Instruction

26. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

27. If the charter school offers a kindergarten program, also offer a transitional kindergarten program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)

28. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)

29. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school(Education Code 51931, 51934)

30. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources (Education Code 49381)

31. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

CHARTER SCHOOL OVERSIGHT (continued)

32. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code 51225.2)

33. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

Special Education

34. Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code 56040.3)

35. If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:

    a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract (Education Code 56365)

    b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code 56366.1)

High School Graduation

36. Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)

CHARTER SCHOOL OVERSIGHT (continued)

37. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)

Student Expression

38. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

39. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

Staffing

40. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required. (Education Code 47605, 47605.4)

41. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)

42. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

43. If the charter school chooses to make the state teachers' retirement plan available to its employees, meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

CHARTER SCHOOL OVERSIGHT (continued)

44. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Parent/Guardian Involvement

45. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

46. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

47. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)

Nutrition

48. Provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)

49. If the charter school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

50. If the charter school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; not take any action directed at a student to collect unpaid school meal fees; ensure that a student with unpaid school meal fees is not denied a meal of the student's choice, shamed, or treated differently; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)

CHARTER SCHOOL OVERSIGHT (continued)

51. If the charter school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)

Student Health

52. Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6, and review the policy at least every five years (Education Code 215)

53. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)

54. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)

55. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

56. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

57. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)

CHARTER SCHOOL OVERSIGHT (continued)

58. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)

59. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

60. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 234.6, 32283.5)

61. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 231.6)

62. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)

63. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)

64. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code 48913.5)

Student and Parent/Guardian Records

65. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)

CHARTER SCHOOL OVERSIGHT (continued)

66. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)

67. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

68. If the charter school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

69. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, update and reissue a former student's records to include the student's updated legal name or gender (Education Code 49062.5, 49070)

Facilities

70. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

    a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

    b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

CHARTER SCHOOL OVERSIGHT (continued)

Finance

71. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)

72. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

73. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

74. Annually prepare and submit financial reports to the district Board and the County Superintendent of Schools in accordance with the following reporting cycle:

    a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

    b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

    c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)

    d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

    e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

75. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

Accountability

76. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)
(cf. 0420.41 - Charter School Oversight)
(cf. 0420.43 - Charter School Revocation)
(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

CHARTER SCHOOL RENEWAL (continued)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. (Education Code 47607)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

   A renewal shall be granted for a period of five to seven years to a charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 and that, for two consecutive years immediately preceding the renewal, achieved either of the following: (Education Code 47607)

   a. Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels

   b. For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average

2. Renewal of Five Years

   a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)

      (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school

      (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers

CHARTER SCHOOL RENEWAL (continued)

b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

3. Denial with Option for Two-Year Renewal

a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, either of the following applies: (Education Code 47607.2)

(1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels.

(2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average.

b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that:

(1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.

(2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

CHARTER SCHOOL RENEWAL (continued)

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if the Board finds either that the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that is eligible for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

Timelines for Board Action

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings

CHARTER SCHOOL RENEWAL (continued)

regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to CDE, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32)

Legal Reference: (see next page)

CHARTER SCHOOL RENEWAL (continued)

Legal Reference:

EDUCATION CODE
47600-47616.7 Charter Schools Act of 1992
52052 Definition of numerically significant student subgroup
56145-56146 Special education services in charter schools
60600-60649 Assessment of academic achievement
CODE OF REGULATIONS, TITLE 5
11960-11969 Charter schools
UNITED STATES CODE, TITLE 20
7223-7225 Charter schools

Management Resources:

CSBA PUBLICATIONS
The Role of the Charter School Authorizer, Online Course
Charter Schools: A Guide for Governance Teams, rev. 2016
WEB SITES
CSBA: http://www.csba.org
California Charter Schools Association: http://www.calcharters.org
California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs
National Association of Charter School Authorizers: http://www.charterauthorizers.org
U.S. Department of Education: http://www.ed.gov

CHARTER SCHOOL REVOCATION

The Governing Board expects any charter school it authorizes to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law and the terms of its charter. The Board may revoke a charter in accordance with law.

(cf. 0420.4 - Charter School Authorization)
(cf. 0420.41 - Charter School Oversight)
(cf. 0420.42 - Charter School Renewal)
(cf. 0500 - Accountability)

When the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students, the Board may immediately revoke the school's charter. When such a determination is made, the Board shall approve and deliver to the charter school's governing body, the County Board of Education, and the California Department of Education (CDE) a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety. (Education Code 47607; 5 CCR 11968.5.3)

In all other circumstances, the Board may revoke a charter after providing due process and using the procedures described below. The Board may revoke a charter if it makes a written factual finding specific to that charter school and supported by substantial evidence that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter

2. Failed to meet or pursue any of the student outcomes identified in the charter

3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement

4. Violated any law

The Board shall also consider revoking the charter of any charter school for which the California Collaborative for Educational Excellence (CCEE) has provided advice and assistance pursuant to Education Code 47607.3 if CCEE has issued either of the following findings: (Education Code 47607.3)

1. That the charter school has failed or is unable to implement the recommendations of the CCEE

CHARTER SCHOOL REVOCATION (continued)

2. That the inadequate performance of the charter school, as based on the California School Dashboard, is so persistent or acute as to require revocation of the charter

In determining whether to revoke a charter, the Board shall consider increases in student academic achievement for all numerically significant groups of students served by the charter school, as defined in Education Code 52052. (Education Code 47607, 47607.3)

Revocation Procedures

If the Board is considering a revocation of a charter school, it shall take action to approve and deliver a Notice of Violation to the charter school's governing body. The Notice of Violation shall identify: (Education Code 47607; 5 CCR 11965, 11968.5.2)

1. The charter school's alleged violation(s).

2. All evidence relied upon by the Board in determining that the charter school committed the alleged violation(s), including the date and duration of the alleged violation(s). The Notice shall show that each alleged violation is both material and uncured and that it occurred within a reasonable period of time before the Notice of Violation is issued.

3. The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

At least 72 hours prior to any meeting at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents related to the proposed action. (5 CCR 11968.5.2)

(cf. 9320 - Meetings and Notices)

By the end of the remedy period identified in the Notice of Violation, the charter school's governing body may submit to the Board a detailed written response and supporting evidence addressing each identified violation, including, as applicable, a refutation, remedial action taken, or proposed remedial action. (5 CCR 11968.5.2)

CHARTER SCHOOL REVOCATION (continued)

At the conclusion of the remedy period specified in the Notice of Violation, the Board shall evaluate any response and supporting evidence provided by the charter school's governing body and shall take one of the following actions: (5 CCR 11968.5.2)

1. Discontinue revocation of the charter and provide timely written notice of such action to the charter school's governing body

2. Continue revocation of the charter, by issuing a Notice of Intent to Revoke to the charter school's governing body within 60 calendar days of the conclusion of the remedy period, if there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction. All evidence relied upon by the Board for the decision shall be included in the Notice of Intent to Revoke.

If the Board issues a Notice of Intent to Revoke, it shall hold a public hearing concerning the revocation on the date specified in the notice, which shall be no later than 30 days after providing the notice. Within 30 calendar days after the public hearing, or within 60 calendar days if extended by written mutual agreement of the Board and the charter school, the Board shall issue a final decision on the revocation of the charter. (Education Code 47607; 5 CCR 11968.5.2)

If the Board fails to meet the timelines specified above for issuing a Notice of Intent to Revoke or a final decision, the revocation process shall be deemed terminated. (5 CCR 11968.5.2)

Within 10 calendar days of the Board's final decision, the Superintendent or designee shall provide a copy of the final decision to CDE and the County Board. (Education Code 47604.32; 5 CCR 11968.5.2)

Appeals

If the Board revokes a charter, the charter school may, within 30 days of the Board's final decision, appeal the revocation to the County Board. The County Board's decision may subsequently be appealed to the State Board of Education by either the charter school or the district. However, a revocation based upon the findings of CCEE pursuant to Education Code 47607.3 may not be appealed. (Education Code 47607, 47607.3; 5 CCR 11968.5.3-11968.5.5)

CHARTER SCHOOL REVOCATION (continued)

School Closure

If a charter school ceases operation due to revocation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32)

Legal Reference:

EDUCATION CODE
47600-47616.7 Charter Schools Act of 1992, especially:
47607 Charter renewals and revocations
52052 Accountability: numerically significant student subgroups; definition
CODE OF REGULATIONS, TITLE 5
11960-11969 Charter schools, especially:
11968.5.1-11968.5.5 Charter revocations
COURT DECISIONS
Today's Fresh Start, Inc. v. Los Angeles County Office of Education (2013) 57 Cal.4th 197

Management Resources:

CSBA PUBLICATIONS
The Role of the Charter School Authorizer, Online Course
Charter Schools: A Guide for Governance Teams, rev. 2016
WEB SITES
CSBA: http://www.csba.org
California Charter Schools Association: http://www.calcharters.org
California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs
National Association of Charter School Authorizers: http://www.qualitycharters.org
U.S. Department of Education: http://www.ed.gov

PARCEL TAXES

The Governing Board recognizes its obligation to provide a high-quality educational program within safe facilities and secure campuses, and that additional funds are at times necessary to fulfill this responsibility. The Board may consider appropriate methods of financing and, when it is in the best interest of the district, may order the placement of a parcel tax on the ballot for approval by the voters.

(cf. 3100 - Budget)
(cf. 3470 - Debt Issuance and Management)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)
(cf. 7214 - General Obligation Bonds)

The Board shall hold a noticed public hearing prior to approving a resolution for the adoption of a parcel tax. The resolution shall be approved by a two-thirds vote of the Board in order to be placed on the ballot. The resolution shall include the type and rate of the tax to be levied, the method of collection, and the date upon which an election shall be held to approve the levy of the tax. (Government Code 50077, 53724)

(cf. 9320 - Meetings and Notices)
(cf. 9323.2 - Actions by the Board)

The parcel tax shall apply uniformly to all taxpayers or all real property within the district, except that unimproved property may be taxed at a lower rate than improved property. (Government Code 50079)

The Board shall consult with legal counsel to ensure compliance with all requirements of law, including its determination of the appropriate amount of the proposed parcel tax and whether exemptions from the tax will be granted.

Any parcel tax to be proposed for voter approval shall provide for accountability measures, including, but not limited to, a statement indicating the specific purposes of the special tax and that the proceeds of the tax shall be used only for the specific purposes identified, creation of a separate account into which the proceeds shall be deposited, and annual reporting pursuant to Government Code 50075.3. (Government Code 50075.1)

No district funds, services, supplies, or equipment shall be used to support or defeat a parcel tax ballot measure. The Superintendent or designee may use district resources to provide students, parents/guardians, and community members with fair and impartial information related to a parcel tax ballot measure, including information about the impact of the parcel tax on the district. (Education Code 7054)

(cf. 1160 - Political Processes)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Upon approval of the tax by two-thirds of the votes, the district may levy the tax or contract with the county to collect the tax on the district's behalf. (Government Code 50077)

PARCEL TAXES (continued)

Exemptions

The Board may grant an exemption from the parcel tax for any or all of the following: (Government Code 50079)

1. Persons who are 65 years of age or older

2. Persons receiving Supplemental Security Income for a disability, regardless of age

3. Persons receiving Social Security Disability Insurance benefits, regardless of age, whose yearly income does not exceed 250 percent of the 2012 federal poverty guideline issued by the U.S. Department of Health and Human Services

Any exemption granted by the Board shall remain in effect until the taxpayer becomes ineligible. If the taxpayer becomes ineligible for the exemption for any reason, a new exemption may be granted in the same manner. (Government Code 50079)

If the district provides for an exemption from the parcel tax and contracts or enters into an agreement with the county to collect such tax, the district shall annually provide to the tax collector a phone number where requests for exemption information may be directed and the link, if available, to the location on the district's web site that contains exemption information and the application for exemption. (Government Code 50079)

Legal Reference: (see next page)

PARCEL TAXES (continued)

Legal Reference:

EDUCATION CODE
7054 Prohibition against use of district property for campaigning; informational only
ELECTIONS CODE
324 General election, definition
328 Local election, definition
341 Primary election, definition
348 Regular election, definition
356 Special election, definition
357 Statewide election, definition
1302 Local election to select governing board members
15372 Elections official certificate statement of election results
GOVERNMENT CODE
50075-50077.5 Voter-approved special taxes
50079 Qualified special taxes of school district
53724 Board resolution for special tax
54952 Definition of legislative body, Brown Act
REVENUE AND TAXATION CODE
2611.6 County tax bill special tax information
CALIFORNIA CONSTITUTION
Article 13A Taxation
COURT DECISIONS
Borikas v. Alameda Unified School District (2013) 214 Cal.App.4th 135

Management Resources:

CSBA PUBLICATIONS
The Impact of Pension Cost Increases on California Schools, January 2018
Behind the Numbers: The Cold, Hard Facts of California Public School Funding, January 2018
California Education Funding: Students Deserve Better, Fact Sheet, August 2017
California's Challenge: Adequately Funding Education in the 21st Century, December 2015
Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011
WEB SITES
CSBA: http://www.csba.org
U.S. Department of Health and Human Services: https://www.hhs.gov

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 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 denied a meal of the student's choice. (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 reasonably available 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 CDE to ensure compliance of the district's food service program with federal requirements.

(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
1771-1793 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
210.1-210.33 National School Lunch Program
220.1-220.22 National School Breakfast Program
245.8 Nondiscrimination practices for students eligible for free and reduced price meals and free milk
250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
Food Distribution Program Administrative Manual
Paid Lunch Equity Requirement and Calculation Tool-Updated Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019
Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019
Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018, January 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, January 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
School Meals - FAQs
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, SP 29-2017, 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.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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 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 refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

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

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

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'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.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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.

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 that complies with Health and Safety Code 113992, 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. (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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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)

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

CERTIFICATION

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4113 - Assignment)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC

   The Board shall approve, as an action item at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

CERTIFICATION (continued)

3. An individual who has been granted a credential waiver by the CTC

Prior to requesting that the CTC issue an emergency permit or a limited assignment permit, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification

2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students

CERTIFICATION (continued)

3. Providing substitute teachers to provide release time for participating teachers

4. Providing stipends for teacher participation that match other professional development stipends

5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

(cf. 4161.3 - Professional Leaves)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived

3. Is teaching in the field of discipline of the teacher's certification

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal Reference: (see next page)

CERTIFICATION (continued)

Legal Reference:

EDUCATION CODE
8360-8370 Qualifications of child care personnel
32340-32341 Unlawful issuance of a credential
35186 Complaints regarding teacher vacancy or misassignment
44066 Limitations on certification requirements
44200-44399.1 Teacher credentialing, especially:
44250-44277 Credential types; minimum requirements
44300-44302 Emergency permit
44325-44328 District interns
44330-44355 Certificates and credentials
44420-44440 Revocation and suspension of credentials
44450-44468 University intern program
44830-44929 Employment of certificated persons; requirement of proficiency in basic skills
56060-56063 Substitute teachers in special education
CODE OF REGULATIONS, TITLE 5
80001-80674.6 Commission on Teacher Credentialing
UNITED STATES CODE, TITLE 20
6312 Title I local educational agency plans; notifications regarding teacher qualifications
CODE OF FEDERAL REGULATIONS, TITLE 34
200.48 Parent notification regarding teacher qualifications
COURT DECISIONS
Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
CL-667 Basic Skills Requirement
CL-856 Provisional Internship Permit
CL 858 Short-Term Staff Permit
Credential Information Guide
Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016
Waiver Requests Guidebook, 2015
Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Subject Matter Authorization Guideline Book, 2012

Management Resources continued: (see next page)

CERTIFICATION (continued)

Management Resources: (continued)

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS (continued)
Supplementary Authorization Guideline Book, 2012
California Standards for the Teaching Profession, 2009
The Administrator's Assignment Manual, rev. September 2007
NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS PUBLICATIONS
Considerations for Using Federal Funds to Support National Board Certification, 2018
WEB SITES
CSBA: http://www.csba.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Commission on Teacher Credentialing, Credential Information Guide (for employers' use only): http://www.ctc.ca.gov/credentials/cig
National Board for Professional Teaching Standards: http://www.nbpts.org
National Board Resource Center: nbcalistrong.net
U.S. Department of Education: http://www.ed.gov

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950; 2 CCR	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	AR 6112	Public hearing on alternative schedule
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023**;** 34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

EMPLOYEE NOTIFICATIONS (continued)

II. To Certificated Employees

To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment, and to nonpermanent employees in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
By March 15 of employee's second year of employment, in districts that grant permanent status after two years	Education Code 44929.21	BP 4116	Whether or not employee is reelected for next school year

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
To classified employee charged with mandatory leave of absence offense, in merit system district	Education Code 44940.5	AR 4218	Notice of intent to dismiss in 30 days
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
To classified employees at least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing policy and strategies for suicide prevention and intervention, the Superintendent or designee shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as school counselors, school psychologists, school social workers, and school nurses; suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students, as described in the accompanying administrative regulation

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

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

SUICIDE PREVENTION (continued)

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

(cf. 5141.6 - School Health Services)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

SUICIDE PREVENTION (continued)

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Legal Reference:

EDUCATION CODE
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
234.6 Posting suicide prevention policy on web site
32280-32289.5 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5886 Children's Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Preventing Suicide: A Toolkit for High Schools, 2012

Management Resources continued: (see next page)

SUICIDE PREVENTION (continued)

Management Resources: (continued)

WEB SITES

American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: https://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: https://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Mental Health Services: http://www.dhcs.ca.gov/services/MH
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: https://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Suicide Prevention Resource Center: https://www.sprc.org/about-suicideSuicide Prevention Lifeline: https://suicidepreventionlifeline.org
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

SUICIDE PREVENTION

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

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

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

SUICIDE PREVENTION (continued)

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed

8. District procedures for responding after a suicide has occurred

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age appropriate manner and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors in oneself and others and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Student Identification Cards

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

SUICIDE PREVENTION (continued)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal or school counselor, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

SUICIDE PREVENTION (continued)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

SUICIDE PREVENTION (continued)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

SUSPENSION AND EXPULSION/DUE PROCESS

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds

2. While going to or coming from school

3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

~~**OPTION 1:**~~ No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

~~**OPTION 2:** No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)~~

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm

3. Brandishing a knife at another person

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

(cf. 5148.3 - Preschool/Early Childhood Education)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference:

EDUCATION CODE
212.5 Sexual harassment
233 Hate violence
1981-1981.5 Enrollment of students in community school
8239.1 Prohibition against expulsion of preschool student
17292.5 Program for expelled students
32261 Interagency School Safety Demonstration Act of 1985
35145 Open board meetings
35146 Closed sessions (regarding suspensions)
35291 Rules (for government and discipline of schools)
35291.5 Rules and procedures on school discipline
48645.5 Readmission; contact with juvenile justice system
48660-48666 Community day schools
48853.5 Foster youth
48900-48927 Suspension and expulsion
48950 Speech and other communication
48980 Parental notifications
49073-49079 Privacy of student records
52052 Numerically significant student subgroups
52060-52077 Local control and accountability plan
64000-64001 Consolidated application
CIVIL CODE
47 Privileged communication
48.8 Defamation liability
CODE OF CIVIL PROCEDURE
1985-1997 Subpoenas; means of production
GOVERNMENT CODE
11455.20 Contempt
54950-54963 Ralph M. Brown Act
HEALTH AND SAFETY CODE
11014.5 Drug paraphernalia
11053-11058 Standards and schedules
LABOR CODE
230.7 Employee time off to appear in school on behalf of a child

Legal Reference continued: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)

PENAL CODE
31 Principal of a crime, defined
240 Assault defined
241.2 Assault fines
242 Battery defined
243.2 Battery on school property
243.4 Sexual battery
245 Assault with deadly weapon
245.6 Hazing
261 Rape defined
266c Unlawful sexual intercourse
286 Sodomy defined
288 Lewd or lascivious acts with child under age 14
288a Oral copulation
289 Penetration of genital or anal openings
417.27 Laser pointers
422.55 Hate crime defined
422.6 Interference with exercise of civil rights
422.7 Aggravating factors for punishment
422.75 Enhanced penalties for hate crimes
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act of 1995
626.10 Dirks, daggers, knives, razors, or stun guns
868.5 Supporting person; attendance during testimony of witness
WELFARE AND INSTITUTIONS CODE
729.6 Counseling
UNITED STATES CODE, TITLE 18
921 Definitions, firearm
UNITED STATES CODE, TITLE 20
1415(K) Placement in alternative educational setting
7961 Gun-free schools

Legal Reference continued: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 42
11432-11435 Education of homeless children and youths
COURT DECISIONS
T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
ATTORNEY GENERAL OPINIONS
84 Ops.Cal.Atty.Gen. 146 (2001)
80 Ops.Cal.Atty.Gen. 348 (1997)
80 Ops.Cal.Atty.Gen. 91 (1997)
80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights:
http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf
U.S. Department of Education, Office of Safe and Healthy Students:
http://www2.ed.gov/about/offices/list/oese/oshs

SUSPENSION AND EXPULSION/DUE PROCESS

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level

2. Referral to a certificated employee designated by the principal to advise students

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)
(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

    Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

    Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

    Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

placing a reasonable student in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

a. A message, text, sound, video, or image

b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)
(cf. 6163.4 - Student Use of Technology)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

    A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of $1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

   Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

   Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race,

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

Suspension from Class by a Teacher

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence. (Education Code 48911)

   This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

   This notice shall state the specific offense committed by the student. (Education Code 48900.8)

   In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

   If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session)

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.

2. The student shall have access to appropriate counseling services.

3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.

4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense

2. Possession of any knife or other dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication or other medication prescribed by a physician

4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. Receive five days' notice of the scheduled testimony at the hearing

2. Have up to two adult support persons present at the hearing at the time the witness testifies

3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing

2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based

3. A copy of district disciplinary rules which relate to the alleged violation

4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

   This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

   Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing

7. The opportunity to confront and question all witnesses who testify at the hearing

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

   Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

   Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

   If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

   a. Any complaining witness shall be given five days' notice before being called to testify.

   b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony.

   c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

   d. The person presiding over the hearing may remove a support person who is disrupting the hearing.

   e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

   f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)

3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)

4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior

2. The seriousness of the misconduct

3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems

2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these

3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)
(cf. 6185 - Community Day School)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements and/or participate in career technical education (CTE), and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

(cf. 6143 - Courses of Study)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

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

Approval of Concurrent Enrollment

The Board may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Board may authorize a student to attend a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at the school of attendance. (Education Code 48800)

A student's parent/guardian, regardless of the student's age or grade level, may petition the Board to authorize special full-time attendance at a community college on the ground that the student would benefit from advanced scholastic or career technical work that would be available. If the petition is denied, an appeal may be filed with the County Board of Education. (Education Code 48800.5)

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented, the Board shall issue its

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

written recommendation and the reasons for the denial at its next regularly scheduled Board meeting that falls at least 30 days, but within 60 days, after the request has been submitted. (Education Code 48800, 48800.5)

The Board may authorize a student who is pursuing a high school diploma or a high school equivalency certificate through an adult education program, upon recommendation of the administrator of the student's adult school, to attend a community college during any session or term as a special part-time student. (Education Code 52620)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6200 - Adult Education)

College and Career Access Pathways Partnerships

The Board may enter into a College and Career Access Pathways (CCAP) partnership agreement with the board of a community college district for the purpose of offering or expanding dual enrollment opportunities for students. The agreement shall be approved at an open public Board meeting, with an opportunity for public input provided prior to the Board taking action. If the CCAP agreement provides for CTE pathways, the Board shall consult with and consider input from appropriate local workforce board(s) to determine the extent to which the pathways are aligned with regional and statewide employment needs. (Education Code 76004)

Program Evaluation

The Superintendent or designee shall regularly report to the Board regarding the number and demographics of district students participating in the concurrent enrollment option, their success in completing college preparatory courses ("a-g" courses) and postsecondary courses, and any impact on their achievement in district courses and graduation rates.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

Legal Reference:

EDUCATION CODE

11300-11302 Early and middle college high schools
42238.02 Definition of unduplicated student
46141 Minimum day, high school
46145-46147 Minimum day, high school
48800-48802 Enrollment of gifted students in community college
51225.3 Alternative means of satisfying graduation requirements
52620 Adult education and attendance at community college
76000-76004 Enrollment in community college
76140 No community college fee/tuition for special part-time students
87010 Definition of sex offense
87011 Definition of controlled substance offense

Management Resources:

WEB SITES

California Community Colleges: http://www.cccco.edu
California Department of Education: http://www.cde.ca.gov
California Postsecondary Education Commission: http://www.cpec.ca.gov
California State University: http://www.calstate.edu
Foundation for California Community Colleges: https://foundationccc.org
University of California: http://www.universityofcalifornia.edu

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

Credit

Unless enrolled as part of a College and Career Access Pathways (CCAP) partnership agreement in which students are authorized to take up to 15 units per term in a community college, as described below, district students enrolled in a community college as special part-time students may enroll in up to 11 units per semester, or the equivalent. Such students shall receive credit for community college courses that they complete in an amount jointly determined appropriate by the district and the community college governing board. (Education Code 48800, 76001, 76004)

(cf. 6146.11 - Alternative Credits Toward Graduation)

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, principal, and college representative. The student shall be informed whether the credits to be earned are considered academic credits or elective credits, whether the credits count towards high school graduation requirements, and whether the course would need to be completed again during the college years to satisfy college graduation requirements.

To receive district credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade.

(cf. 5125 - Student Records)

College and Career Access Pathways Partnerships

The district may enter into a CCAP agreement, in accordance with Education Code 76004, which includes terms regarding course offerings, student eligibility, protocols for sharing information, joint facilities use, and staff qualifications.

A copy of the CCAP agreement shall be filed with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the agreement. (Education Code 76004)

Only courses that provide career technical education or preparation for transfer, assist in improving high school graduation rates, or help high school students achieve college and career readiness shall be offered, and physical education courses shall not be provided. (Education Code 76004)

Students may enroll in up to 15 units of community college courses per term if all of the following circumstances are satisfied: (Education Code 76004)

1. The units constitute no more than four community college courses per term.

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

2. The units are part of an academic program that is part of a CCAP agreement.

3. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

A high school student shall submit one parental consent form and principal recommendation for the duration of the student's concurrent enrollment under a CCAP partnership. (Education Code 76004)

The district shall report information annually to the office of the Chancellor of the California Community Colleges as specified in Education Code 76004.

Minimum School Day

The minimum day of attendance in district schools shall be 180 minutes for any student who is enrolled part-time in a community college and any student in grades 11-12 who is enrolled part-time in the California State University or University of California, when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses. (Education Code 46146, 48801)

(cf. 6112 - School Day)

A student enrolled full-time at a community college shall be exempted from full-time attendance in the district's regular education program. (Education Code 48800.5)

(cf. 5112.1 - Exemptions from Attendance)

However, both part-time and full-time community college students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law. (Education Code 48800.5, 48801)

Community College Classes on High School Campus

If a community college class is to be offered at a district high school campus, the class shall be held during the time the campus is open to the general public as determined by the Governing Board. Members of the public who are enrolled in community college class(es) shall register immediately upon entering school buildings or grounds.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)

CSBA Sample
Board Policy

All Personnel BP 4113.5(a)
4213.5
WORKING REMOTELY 4313.5

Note: The following optional policy may be subject to collective bargaining agreements and should be revised to reflect district practice.

The Governing Board recognizes that working remotely at home or at another alternative location may be necessary at times when widespread illness, natural disaster, or other emergency condition makes the school or worksite unsafe or otherwise interrupts the district's ability to effectively conduct operations at the school or worksite. A full-time, part-time, or short-term remote work arrangement may also be granted by the Superintendent or designee to an individual employee, upon request, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4113 - Assignment)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 6157 - Distance Learning)

The opportunity to work remotely shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for remote work.

Employees approved for remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4151/4251/4351 - Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

WORKING REMOTELY (continued)

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)

~~The district shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and Internet access.~~ Employees shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information. Employees shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement. The employee's personally owned equipment may only be used for district business when approved by the Superintendent or designee.

(cf. 4040 - Employee Use of Technology)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the public in accordance with law.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5125 - Student Records)

Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline and/or termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor.

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

Employee productivity shall be evaluated on the basis of time spent on tasks and projects, task completion, and quality of job performance in the same manner as all employees in the same position at the assigned school or office.

WORKING REMOTELY (continued)

(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)

Remote work arrangements may be discontinued at any time at the discretion of the Superintendent or designee.

Legal Reference:
GOVERNMENT CODE
6250-6270 California Public Records Act
12900-12996 Fair Employment and Housing Act
LABOR CODE
226.7 Mandated meal, rest, or recovery periods
6400 Safe and healthful employment and place of employment
6401 Unsafe workplace
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Management Resources:
WEB SITES
California Department of Industrial Relations: https://www.dir.ca.gov

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CSBA Sample
Board Policy

Instruction BP 6157(a)

DISTANCE LEARNING

Note: The following optional policy may be subject to collective bargaining agreements and should be revised to reflect district practice.

For further information regarding the implementation of distance learning in the event of a school closure, see the California Department of Education's COVID-19 Guidance for K-12 Schools.

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)
(cf. 4113.5/4213.5/4313.5 - Working Remotely)
(cf. 6158 - Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

DISTANCE LEARNING (continued)

(cf. 5141.5 - Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

(cf. 4131 - Staff Development)

Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.

(cf. 6162.6 - Use of Copyrighted Materials)

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 6159 - Individualized Education Program)
(cf. 6174 - Education for English Learners)

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

(cf. 0440 - District Technology Plan)
(cf. 3311.4 - Procurement of Technological Equipment)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 6163.4 - Student Use of Technology)

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

(cf. 6020 - Parent Involvement)

DISTANCE LEARNING (continued)

Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6146.3 - Reciprocity of Academic Credit)
(cf. 6146.11 - Alternative Credits Toward Graduation)

Legal Reference:
EDUCATION CODE
35182.5 Contracts for electronic products or services; prohibitions
51210-51212 Course of study for grades 1-6
51220-51229 Course of study for grades 7-12
51740-51741 Authority to provide instruction by correspondence
51745-51749.3 Independent study
51865 California distance learning policy
PUBLIC CONTRACT CODE
20118.2 Contracting by school districts; technological equipment
UNITED STATES CODE, TITLE 20
7131 Internet safety
UNITED STATES CODE, TITLE 47
254 Universal service discounts (E-rate); Internet safety

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
COVID-19 Guidance for K-12 Schools
WORLD WIDE WEB CONSORTIUM PUBLICATIONS
Web Content Accessibility Guidelines
WEB SITES
California Department of Education: http://www.cde.ca.gov
World Wide Web Consortium, Web Accessibility Initiative: http://www.w3.org/wai

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Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Debbie Kukta, Assistant Superintendent, Administrative Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Budget Update 2020-2021

Background:

The failure of Measure I, the COVID-19 outbreak, and the imminent recession have had adverse effects on the District's budget outlook. The Board must evaluate options that will address the budget shortfall and maintain required reserves next year and the following two years.

Discussion/Issues:

With the very fluid federal and state budget conditions, this report will provide an update on the District's budget situation and changing conditions in advance of the June 10, 2020 Budget Discussion meeting and as a follow-up to the Budget Discussion meetings of May 19 and May 26, 2020.

Financial Impact:

This is a report only.

Recommendations:

Debbie Kukta, Assistant Superintendent, Administrative Services, will report on recent developments at the federal and state levels and their impacts on the Burbank Unified School District, as presented.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	June 4, 2020
SUBJECT:	Appointment of Members/Alternate Members and Reappointment of Member to the School Facilities Oversight Committee (SFOC)

Background

The School Facilities Oversight Committee (SFOC) is a Board-appointed committee of independent citizens initially established in 1997. After successfully passing Bond Measure S in March of 2013, the Committee now falls under the provisions of Proposition 39. The purpose of the Committee shall be to inform the public at least annually in a written report concerning the expenditure of the bond proceeds.

The Committee shall consist of at least seven (7) members (and may be larger) to serve for a term of two (2) years, without compensation, and for no more than three (3) consecutive terms. The Committee may not include any employee or official of the school district or any vendor, contractor, or consultant of the school district. The Committee must include all of the following:

(a) One member who is active in a business organization representing the business community located within the school district;

(b) One member active in a senior citizen's organization;

(c) One member active in a bona fide taxpayer association;

(d) For a school district, one member shall be the parent or guardian of a child enrolled in the district; and

(e) For a school district, one member shall be both a parent or guardian of a child enrolled in the district and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.

The Board of Education and the current SFOC members prefer to maintain a membership of nine (9) on this committee; two more than the legally required minimum. The table which follows shows the current membership roster and primary area of representation**. The names of those members whose terms are expiring on May 31, 2020 have been highlighted:

Current Members	Term Expires/ Term #	Business Organization	Senior Citizens' Organization	Taxpayers' Group	Parent	Parent Active in PTA/SSC
Walter Brennan	5/2020 (3)		X**			
David Carletta	5/2020 (3)	X**				
Greg Jackson	5/2020 (3)			X**		
Barbara Miller	5/2020 (3)					X**
Raymond Juarez	5/2020 (1)	X**				
Elena Hubbell	5/2021 (3)		X**			
Joe Marando	5/2021 (1)	X**				
Brian Smith	5/2021 (3)				X**	
Janet Diel	5/2021 (2)		X**			

Alternate Members

A maximum of ten (10) alternate members ("Alternates") may be appointed by the Board in the same manner as Committee members. Alternates are non-voting participants in the processes of the Committee. The Board will consider Alternates when vacancies occur on the Committee but reserves the right to seek new Committee members from outside of the pool of Alternates. Such consideration is subject to the Alternate having a completed application on file, being qualified and/or nominated within the category listed that corresponds with the vacancy, and meeting the Qualification Standards, which state that committee members:

(1) Be at least 18 years of age and a resident of the state in accordance with Government Code section 1020;
(2) Not be an employee or officer of the District, or a member of their immediate family as defined in the Political Reform Act, Government Code section 82019, and 2 California Code of Regulations section 18229;
(3) Not be a vendor, contractor, or consultant of the District, or a member of the immediate family of any one of the preceding.

There are currently seven (7) Alternate Members, as shown below:

Alternates	Business Organization	Senior Citizens' Organization	Taxpayers' Group	Parent	Parent Active in PTA/SSC
Ken Adams					X
Chris Durmick				X	
Ron Dziubla	X				
Dakota Hughes					X
Juan Redin					X
John Steinreich	X				
Justin Worsham					X

Discussion/Issues:

The Superintendent's Office sent out a solicitation for new Alternate Members/Members and received applications from Carolyn Bisson, Kevin Deegan, David Dobson, Serj Eyvazian, Shaun Hasas, Brandon Mullins, Chantal Sampogna, Geovanna Waters, and Michelle Wolloff indicating their interest in serving on this Committee. A copy of all applications (the original applications of the current Alternates and new applications received prior to the deadline of May 11) accompany this report. Please note that Alternate Member Justin Worsham has indicated a willingness to join a bona fide taxpayers' association (and to pay the membership fees for same, a cost that must be borne by the Member).

In August of 2019 the Board of Education appointed Alternate Member Raymond Juarez to fill the unexpired term of Debbie Kukta when she joined the District. Mr. Juarez's first term will expire on May 31, 2020 and the Board is asked to consider reappointing him to a second term of either two- or three-years' duration.

Fiscal Impact

N/A

Recommendation

Matt Hill, Superintendent, recommends that the Board of Education appoint four (4) Members, consider appointing Alternate Members, and reappoint Raymond Juarez for a second term of either two or three years to the School Facilities Oversight Committee, effective June 5, 2020, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Carolyn Bisson Email: cjbisson@gmail.com

Address: [redacted] N Doan Dr.

Phone: Home: _____ Work: 818-[redacted] Cell: 323-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 5 yrs Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ■ Parent
- ☐ Parent Active in PTA/SSC

Educational background: BA Communications U of Michigan

Name of employer and position held: Warner Bros. - Executive Director Global Insights

Employer address: 4000 Warner Blvd. Burbank, CA 91505

Professional organizations: TV Academy, Women of Warner, MRC, ARF-LA

School, Community, and Youth Activities: Parent Volunteer Coordinator - JBHS Drama, Volunteer many hours for both Vocal Music Association & Drama at JBHS

Please go to Page 2
Use additional sheets if necessary

Application – SFOC, page 2 Name: Carolyn Bisson

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

None Known

What experience and qualifications would you bring to the SFOC?

20+ years working for major company supporting sales, marketing, production, development, corporate strategy, and executive suite.
Strong researcher with experience with multiple data sources/vendors.
Strong excel and powerpoint skills.

Why would you like to be appointed to this position?

Strong advocate for BUSD. Want to learn more and help anyway I can.

Signature Bisson, Carolyn Digitally signed by Bisson, Carolyn Date: 2020.05.08 12:40:18 -07'00'

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

*Applications must be received by the Superintendent's Office by 5:00 p.m. on Monday, May 11, 2020.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Kevin Email: Deegan

Address: [redacted] N Kenwood St Unit B

Phone: Home: Work: Cell: 323[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 12 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ■ Parent
- ☐ Parent Active in PTA/SSC

Educational background:
Bachelor's Degree, CalState La, Master's of Divinity, Fuller Seminary

Name of employer and position held: Providence Holy Cross Medical Center, Chaplain

Employer address: Mission Hills, CA

Professional organizations: Association of Professional Chaplains (Candidate for Board Certification)

School, Community, and Youth Activities: Youth Basketball Coach, Burbank YMCA,
Garden Club Lead Volunteer Stevenson Elementary School

Please go to Page 2
Use additional sheets if necessary

Application – SFOC, page 2 Name: Kevin Deegan

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

What experience and qualifications would you bring to the SFOC?

I've been a Burbank resident for 12 years and have a deep love for our city and our School District. I am the parent of 3 children who are currently in the Burbank School District and have been involved in all of their schools. My eldest son is currently a junior at Burroughs, my middle son a freshman at John Burroughs and my daughter a 7th grader at Jordan. I have leadership experience from church, community and professional organizations that I think would benefit the committee.

Why would you like to be appointed to this position?

I have been a Burbank resident for 12 years and have a deep love for our city, community and School District. I have 3 children who are currently in the Burbank schools and am greatly concerned about funding and options in light of recent Budget cuts and the pandemic crisis. I would like an opportunity to serve my community through serving on this committee.

Signature

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

*Applications must be received by the Superintendent's Office by 5:00 p.m. on Monday, May 11, 2020.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: David Dobson Email: dndobson@gmail.com

Address: [redacted] W. Alameda Ave., Unit A, Burbank, CA 91506

Phone: Home: cell Work: cell Cell: 818-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 20+ years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☒ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☐ Parent Active in PTA/SSC

Educational background:

BA in English Literature - University of Hawaii, Manoa, 1986.

Leadership Burbank Alumni (2012)

Name of employer and position held: Self Employed - Video Editor and Motion Graphics Artist

Employer address: Same as Home

Professional organizations: None

School, Community, and Youth Activities: None Currently

Former Board Member of the Kids Community Dental Clinic.

Please go to Page 2
Use additional sheets if necessary

 Name: David Dobson

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

None

What experience and qualifications would you bring to the SFOC?

Have been a very active memebr of the school community for years. Received both the HSA and Golden Leaf awards from the PTA. Actively campaigned for the passaged of Measure S. Am a partime bookeeper and I once ran a contractor's licensing school.

Why would you like to be appointed to this position?

I feel it's the right place for me to be in order to serve the community again, I have the time, I don't have an agendam and its the kind of work I think I will enjoy.

Signature

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

*Applications must be received by the Superintendent's Office by 5:00 p.m. on Monday, May 11, 2020.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Serj Eyvazian Email: seyvazian@gmail.com

Address: [redacted]Andover, Burbank, CA 91504

Phone: Home:_____ Work:_____ Cell: 818-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 1 year Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☒ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☒ Parent Active in PTA/SSC

Educational background: Masters in Management

Name of employer and position held: Executive Director, Children's Hospital Orange County

Employer address: 1201 W La Veta, Orange, CA 92868

Professional organizations:

School, Community, and Youth Activities:

Please go to Page 2
Use additional sheets if necessary

Application – SFOC, page 2 Name: Serj Eyvazian

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

None

What experience and qualifications would you bring to the SFOC?

Over 10 years of management and finance experience. I am responsible for over $40M of capital projects, $30M in operational budgets. In one fiscal year, I saved CHLA $9M from non-labor resource management initiatives I am a part-professor at CSULA teaching Finance, Decision Making and Strategy. I am an Executive Director at Children's Hospital Orange County and believe that my finance expertise, management skills, and strategic planning experience can yield benefits in being a thoughtful partner.

Why would you like to be appointed to this position?

To provide insight on analysis, budgeting and spending efforts from a cost-benefit and ROI perspective that ensures stakeholders are viewing strategic action and financing from all angles leading to better efficiency and cost-effective strategies, as well as considering cost-saving strategies. Would like to be a thought partner in bringing industry thought to public practice.

Signature Eyvazian, Serj Digitally signed by Eyvazian, Serj Date: 2020.05.11 16:12:29 -07'00'

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

*Applications must be received by the Superintendent's Office by 5:00 p.m. on Monday, May 11, 2020.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Shaun Hasas Email: Shasas008@gmail.com

Address: [redacted] N. Screenland Dr. Burbank, CA 91505

Phone: Home: _____ Work: _____ Cell: (214) [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 5 years Are you a registered voter? No

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☒ Parent Active in PTA/SSC

Educational background: Arizona State University, New York Conservatory of Dramatic Arts

Name of employer and position held: Assisted Healthcare/Territory Manager

Employer address: 3731 Wilshire Blvd. Los Angeles, CA 90010

Professional organizations: D p omat que Ventures: Non-profit wh ch ass sts refugees throughout Los Ange es; Rephreshe for a cause: which aids the homeless of Los Angeles with housing to obtain clothing, haircuts, food, housing, and various other assistance.

School, Community, and Youth Activities: Burbank School Site Council, and Disney PTA

Please go to Page 2
Use additional sheets if necessary

Application – SFOC, page 2 Name: Shaun Hasas

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

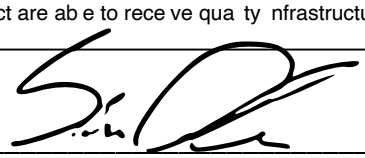
No, I do not have a reason that will impact my ability to serve on the School Facilites Oversight Committee.

What experience and qualifications would you bring to the SFOC?

I have served with the Burbank School Site Council for the past year and have had the opportunity to work with budget and planning. I have been a member of The Joint Commission for four years and have participated in various strategy-based meetings about the healthcare industry, specifically post-acute care. I am also a member of the Enhanced Provider team for USC and Cedars Sinai, which is an elite status for post-acute care providers. I also served as a management executive for 100 national American Apparel stores. I look forward to contributing to the SFOC through my leadership and effective decision-making.

Why would you like to be appointed to this position?

With a diverse background of experiences in management and a strong value for education, I am prepared to serve as an active member within the SFOC. I understand the mpact of the SFOC's budegtary dec s ons and the res dua effect on schoo s across the d str ct. My strong aptitude for conflict resolution and leadership allow me to have a multifacted lens to various situations. I want to ensure that the children throughout the Burbank Unified School D str ct are ab e to rece ve qua ty nfrastructures that support an engag ng earn ng env ronment.

Signature 

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

*Applications must be received by the Superintendent's Office by 5:00 p.m. on Monday, May 11, 2020.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Brandon Mullins Email: bmullinspta@gmail.com

Address: [redacted]N Dymond St, Burbank 91505

Phone: Home: 818 [redacted] Work: 818 8[redacted] Cell: 818 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 23 years Are you a registered voter? yes

Check the designation(s) which best describe your representation:

- ■ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ■ Parent
- ■ Parent Active in PTA/SSC

Educational background: High School diploma

Name of employer and position held: Burbank Community YMCA, Director of Facilities

Employer address: 321 E. Magnolia Ave, Burbank 91502

Professional organizations: Leadership Burbank, YMCA

School, Community, and Youth Activities: AYSO board member, PTA past president & current volunteer, BUSD calendar committee, SSC at Providencia Elementary

Please go to Page 2
Use additional sheets if necessary

Application – SFOC, page 2 Name: Brandon Mullins

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

What experience and qualifications would you bring to the SFOC?

I feel that I would be qualified for this committee because of my work experience as a Director of Facilities, currently at the Burbank Community YMCA and previously as Building Engineer at Belmont Village. In these roles I worked closely on emplamenting yearly budgets, capital expenditures and 3 year capital plan. I also feel that my background in construction and staff management will help me be successful in the SFOC committee.

Why would you like to be appointed to this position?

I would like to be appointed to this position because I care passionately about our schools and communities. I am a father of 4 ranging from 11th grade at Burroughs to 1st and 3rd grade at Providencia Elementary and a JK at Bret Harte, and I would like to do all that I can to make their experience at BUSD memorable.

Signature Brandon Mullins Digitally signed by Brandon Mullins Date: 2020.04.23 22:00:50 -07'00'

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

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BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Chantal M. Sampogna Email: sampogna@sbcglobal.net

Address: [redacted]N. Cordova St.

Phone: Home: _____ Work: 213-[redacted] Cell: 510-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 4 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☐ Parent Active in PTA/SSC

Educational background: BA UC Berkeley, Major Rhetoric, Minor Public Policy. Juris Doctorate UC Hastings College of the Law

Name of employer and position held: CA Office of Administrative Hearings -- Administrative Law Judge. 320 W. 4th St., Ste. 630 L.A., 90013

Employer address:

Professional organizations: CA Bar Association

School, Community, and Youth Activities: 2018-2019 Parliamentarian R.L. Stevenson FFS 2017-2018 R.L. Stevenson ELAC member; 2018-2019 ELAC President

Please go to Page 2

Use additional sheets if necessary

Application – SFOC, page 2 Name: Chantal M. Sampogna

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

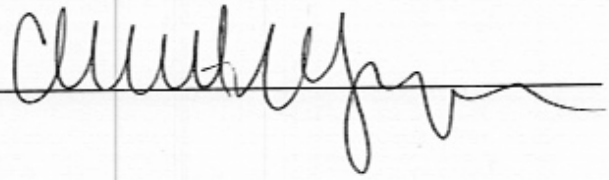
No.

What experience and qualifications would you bring to the SFOC?

Between 2012 and 2016, I served as an executive member of the Board of Directors for Luna Dance Institute (LDI) in Berkeley, CA, serving both as Secretary/Parliamentarian and Treasurer. I gained significant experience tracking budgets and overseeing adherence to education and arts grants for LDI to provide creative dance to children in schools and via government agencies. My 22 as a lawyer and 10 years serving as an Administrative Law Judge have provided me vast experience implementing and adhering to laws and regulations. I have three years' experience handling Contractor's State Licensing Board matters. I have basic familiarity with contractors' contracts, requirements, and timelines.

Why would you like to be appointed to this position?

My sons (12 and 7 years old) and I moved to Burbank 4 years ago. We are settled in and I am very thankful to BUSD for its administration, teachers, and staff, and for the unwavering commitment to education, our children & families, and the arts and recreation. I would like to give back in whatever way I can best use my skills. I work well dealing with tangible, safety related, infrastructure issues, and budgets, and I am skilled at resolving competing interests of multiple parties.

Signature 

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

*Applications must be received by the Superintendent's Office by 5:00 p.m. on Monday, May 11, 2020.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Geovanna H. Waters Email: geo.henao@gmail.com

Address: [redacted]Church St Burbank, CA 91504

Phone: Home: _____ Work: _____ Cell: 323-5[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 12 years Are you a registered voter? Pending

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☒ Parent Active in PTA/SSC

Educational background: Doctorate Degree- Organization Psychology

Name of employer and position held: MessageMe, Inc (HipDot)- SVP, Sales and Operations

Employer address: 12435 Oxnard St North Hollywood, CA 91606

Professional organizations: PTA

School, Community, and Youth Activities: PTA (Walt Disney Elementary)

Please go to Page 2
Use additional sheets if necessary

Application – SFOC, page 2 Name: Geovanna H. Waters

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

N/A

What experience and qualifications would you bring to the SFOC?

I have been part of the Walt Disney Elementary PTA for the last 4 years. I have held several positions, Treasurer, Parlimentarian, and Secretary. In this time, I have worked closely with our school and PTA to familiarize myself with BUSD and our community. Furthermore, my experience is in business and overseeing budget to actuals, and P&L in general. I have spent the last 15 years working with start-ups and restructuring businesses, with a big part of it focused on using revenue effectively and reporting to its stakeholders.

Why would you like to be appointed to this position?

As a parent of a 9 year old and a 3 month old, I am fully invested in BUSD and the quality and safety of our schools. I take pride in raising my boys in Burbank and want to participate as much as I can to ensure we continue to work together to provide them and other children the best educational opportunities.

Signature

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

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BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Michelle Wolloff Email: mwolloffe@gmail.com

Address: [redacted] N. Clark Ave

Phone: Home: _____ Work: _____ Cell: 31[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 17yrs Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- [x] Business Organization
- [ ] Senior Citizen
- [ ] Taxpayer's Group
- [ ] Parent
- [ ] Parent Active in PTA/SSC

Educational background: B.S. Psychology
University of Tennessee

Name of employer and position held: Charter Communications VP, Sales

Employer address: 17777 Center Court Drive Cerritos, CA 90703

Professional organizations: Advisory Board member University of California Riverside, Extension Design + Thinking

School, Community, and Youth Activities: _____

Please go to Page 2
Use additional sheets if necessary

Application – SFOC, page 2 Name: Michelle Wolloff

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

What experience and qualifications would you bring to the SFOC?

I am a Seasoned Executive with extensive P+L Experience. My focus is on maximizing every dollar used to drive incremental learning opportunities + Growth.

Why would you like to be appointed to this position?

I believe my experience could lend a point of view that could be helpful in helping the district.

Signature

Submit completed application* to: Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506
Or email to: KimberleyClark@burbankusd.org

*Applications must be received by the Superintendent's Office by 5:00 p.m. on Monday, May 11, 2020.

ALTERNATE MEMBERS' APPLICATIONS

RECEIVED
SUPERINTENDENT'S OFFICE
2019 APR 22 P 3:40
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Ken Adams Email: KenAdams@gmail.com

Address: [redacted] Catalina ST, Burbank

Phone: Home: 818 [redacted] Work: 818 [redacted] Cell: 818 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 12 years Are you a registered voter? yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☒ Parent Active in PTA/SSC

Educational background: BA of Liberal Arts from CSUN
A BS From DeVry in Long Beach

Name of employer and position held: LAUSD - T.A. and Lead of After school
~~Employer address:~~ Childcare at Lockhurst Elementary. Substitute Teacher For LBUSD

Professional organizations: PTSA

School, Community, and Youth Activities: Burbank Community Development Goals Committee, RISE

Please go to Page 2
Use additional sheets if necessary

Adams/2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

NO

Please answer the following questions by attaching your typewritten responses to this application:

1. **What experience and qualifications would you bring to the School Facilities Oversight Committee?**
2. **Why would you like to be appointed to this position?**

Signature Ken Adams

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

***Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.**

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?

Having worked in schools for LAUSD and LBUSD, I developed a good understanding of what is needed in the educational sector and what some of the priorities are of teachers and admin. Currently I am a parent of two children in middle school and have participated in PTSA for the past 9 years with fund raising and school projects. This has also given me insight into how much money is needed for extracurricular activities and enhanced educational needs for our children.

I am also in my sixth year on the Burbank Community Development Goals Committee. Every year we make recommendations to City Council on how to allocate HUD grants for local charities and homelessness organizations. This has helped me better understand the needs of the community and how the city works with them to deliver the best solutions for either the under privileged or those just in need.

2. Why would you like to be appointed to this position?

While living in Burbank for the past 15 years I have gotten to know the school system very well as I attended PTSA meetings, Board meetings, and volunteered for community events. Because I have worked within a school environment as well as being on the receiving end as a parent of children in BUSD, I feel I have a well-rounded view on where money is needed and can be used for the best interest of the majority. Also, having experience in education gives me a deeper understanding on the inner workings of our educational system. With this knowledge and experience I would love to be able to give back to this city and help make use of these funds in the most productive and efficient way. Education has always been one of my highest priorities in life and this opportunity would let me contribute to the building and strengthening of our schools.

RECEIVED
SUPERINTENDENT'S OFFICE
2018 APR -3 P 4:31
BURBANK UNIFIED SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Chris Durmick Email: cdurmick@gmail.com

Address: [redacted] N. Avon St. Burbank, Ca 91505

Phone: Home: 818-[redacted] Work: 818-[redacted] Cell: 818-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 20 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☐ Parent Active in PTA/SSC

Educational background: Bachelor of Fine Arts Degree: Florida State University

Name of employer and position held: Thinkwell Group- Principal of Attractions and Museums

Employer address: 2710 Media Center Dr. Los Angeles, Ca 90065

Professional organizations: Themed Entertainment Association

School, Community, and Youth Activities: Member of Burbank Elks Club, Active Coach for Burbank Park and Recs (basketball, baseball flag football), The Cage Youth Roller Hockey (North Hollywood)

Please go to Page 2
Use additional sheets if necessary

you aware of any reason, such as a Conflict of Interest, which would adversely affect your ity to serve on the School Facilities Oversight Committee? If yes, please explain below:

N/A

ase answer the following questions by attaching your typewritten responses to this olication:

What experience and qualifications would you bring to the School Facilities Oversight Committee?

Why would you like to be appointed to this position?

nature _____

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Chris Durmick
1123 N. Avon Street
Burbank, CA 91505
818-515-2922

Responses to SFOC Application questions

What experience and qualifications would you bring to the School Facilities Oversight Committee?

As the Principal of Attractions and Museums for Thinkwell Group I have had the opportunity to work closely with a wide spectrum of clients in developing visitor experiences ranging from theme park master plans to STEM-based touring exhibits for emerging readers. In every case, I function as the ambassador for the visitor, placing myself in their shoes to assure an engaging, memorable, and repeatable experience, whether it be an attraction, a museum exhibit, a play space, or even a restroom.

Getting there requires the careful integration of big ideas with the down-to-earth realities of budget, timeline, and sometimes, physics. Our process takes us from the no-limits, blue sky of concept through several phases of design where every aspect is thought through, evaluated, value-engineered, and finally realized. My main goal through these steps is pretty simple: mitigate compromise to assure a quality experience for as broad an audience as possible.

I was the acting Creative Director on projects like Sesame Street Presents: The Body, Warner Bros. Studio Tour London: The Making of Harry Potter, Warner Bros. Studio Tour Hollywood, Ferrari World Abu Dhabi, Fernbank Museum of Natural History (Naturequest and Wild Woods), The Getty Center's upcoming family space renovation, and the Center for Puppetry Arts' permanent exhibits: *The Worlds of Jim Henson* and *Worlds of*

Puppetry. Each of these projects had a well-defined target audience, but we had to ensure that *every* visitor, even the reluctant caregiver, would be engaged, excited, and satisfied with the experience on their own terms. This kind of thinking benefits any project, large or small.

In more practical terms, I am a skilled writer, speaker, and presenter with a fairly broad understanding of construction techniques, materials, ADA Standards, and available resources in the marketplace. I enjoy collaboration and can, if needed, facilitate discussions, meetings, and brainstorming sessions.

Why would you like to be appointed to this position?

I have been a Burbank resident for the past twenty-five years and I am very pleased that my two sons were born and raised in the same house, played in the same neighborhood, and have run in the same circle of lifelong friends.

My wife and I constantly remind ourselves of how fortunate we are to have both of our boys in the Burbank school system. In addition, we have also taken full advantage of the city's other education, entertainment, and sports programs (which I have also enjoyed coaching over the years).

As Burbank's growth continues to accelerate, I feel an obligation to take an active role in the community to help maintain our very special way of life. It would be a personal privilege to help maintain the district's standards of excellence in any way I can, and I think you for your consideration.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Ronald Dziubla Email: rondziubla@gmail.com

Address: [redacted] West Chandler Blvd., Burbank, CA 91506

Phone: Home: NA Work: 323 [redacted] Cell: 323 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 3.6 years Are you a registered voter? YES

Check the designation(s) which best describe your representation:

- ☑ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☐ Parent Active in PTA/SSC

Educational background: California State University, Los Angeles, CA; Master of Arts in Education, Educational Technology Leadership. California State University, Los Angeles, CA; Graduate Certificate, Computer Applications in Schools. University of Miami, FL; Bachelor in Music, Studio Music and Jazz.

Name of employer and position held: Musicians Institute. Associate Dean, School of Performance Studies

Employer address: 6752 Hollywood Blvd., Hollywood CA 90028

Professional organizations: Professional Musicians, Local 47
Voting Member, The Recording Academy
Broadcast Music, Inc.

School, Community, and Youth Activities:

Please go to Page 2
Use additional sheets if necessary

Name: Ronald [illegible]bla

195

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No.

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature _____ 05/08/2019

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Ron Dziubla
BUSD SFOC application, page two question responses.

Please answer the following questions by attaching your typewritten responses to this application:

1.What experience and qualifications would you bring to the School Facilities Oversight Committee?

After twenty years of working as an independent contractor in the music industry, I pivoted into the world of higher education in 2010. My move into administration followed a brief stint as faculty, and I eventually rose to the position of Associate Dean of the School of Performance Studies at Musicians Institute in Hollywood. As Associate Dean, I directly manage a team of five administrators along with a team of twenty faculty members. Indirectly, I manage approximately another 100 faculty members, along with overseeing a student population of about 600. Faculty, student, and curricular matters form a good part of my daily duties, which includes making decisions and gaining approval for fiscal issues related to all said parties. Besides my career in academic administration, I earned a Master's Degree in Education from California State University Los Angeles only a few years ago, giving me insight to the modern classroom. As my degree program was Educational Technology Leadership, I gained valuable knowledge concerning the manners in which information is delivered to students today, besides the benefits of technology in the modern classroom.

2.Why would you like to be appointed to this position?

Before moving to Burbank, my wife and I continually worried about where our daughter Nova would attend school. We were fortunate to find a great situation within the Los Angeles Unified School District for Kindergarten through second grade, however, we always knew that were we to continue living within the boundaries of the LAUSD, we would always worry about schools. For this reason, we decided to realize the statement "if we can just get her into the Burbank schools" and we invested in a home in Burbank. After almost four years in Burbank, we can say that it has been completely worth the sacrifice of moving into the area, and in large part it is because of the schools. Our experience at Thomas Edison Elementary has been stellar. We look forward to our daughter moving to Jordan Middle School, and then to Burroughs High School.

Because of the great schools and the wonderful community, I would like to be more involved in the City of Burbank and its future. I would like to play a part in making decisions for the school district that presented itself as the answer to my worries concerning my daughter's education. I would love to utilize the skills I have gained in the entertainment industry and higher education for the betterment of the Burbank Unified School District, and hopefully earn some new skills in the process. The Burbank school system is a bright light to all families in the Los Angeles area. I've discussed the subject of public schools a number of times with fellow parents. All agree that if you can get your child into the Burbank Unified School District, you're good. I would like to play a part in continuing that tradition.

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BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Dakota Hughes Email: Dakota.hughes.651@my.csun.edu

Address: [redacted] E Valencia Ave

Phone: Home: _____ Work: _____ Cell: (818) [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 26 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☑ Parent Active in PTA/SSC

Educational background: B.S. Mathematical Economics, B.S. Political Economy
Masters of Public Administration

Name of employer and position held: CSUN (TUC) - Post-Award Analyst

Employer address: 18111 Nordhoff St. Northridge, CA 91330

Professional organizations: Applying to RACC

School, Community, and Youth Activities: School Site Council

Please go to Page 2
Use additional sheets if necessary

Hughes/2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

N/A

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature Dakota Hughes

Text

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Mugher/3

Application – School Facilities Oversight Committee

1. *What experience and qualifications would you bring to the School Facilities Oversight Committee?*

   My current employment as a Post-Award Analyst requires me to be knowledgeable about a wide array of regulations from local to federal as they pertain to funds and how they may be spent. This means I am familiar with Uniform Guidance, CDE, County Auditor Controller Handbook, etc. and have worked directly with funds from the DoE, CDE, and LACOE. I am also familiar with how these regulations can factor into funding and allowability with bidding processes, Davis-Bacon, and allocating the costs to different funds.

2. *Why would you like to be appointed to this position?*

   I believe in public service and am a life-long resident who went through BUSD my entire education and now has a child in BUSD. I believe in public education and want to see the district continue to succeed not just for my son but for the community.

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2019 APR -2 P 3:45

BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Juan Redin Email: redinje@gmail.com

Address: [redacted] N. Parish Pl., Burbank CA 91506

Phone: Home: _____ Work: 213 [redacted] Cell: 818 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 4 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☑ Parent
- ☑ Parent Active in PTA/SSC

Educational background: Bachelors in Political Science from UCLA and Juris Doctor from UCLA School of Law

Name of employer and position held: Locke Lord LLP, Senior Counsel

Employer address: 300 S. Grand Ave., Ste. 2600, Los Angeles CA 90071

Professional organizations: National Association of Bond Lawyers; Mexican American Bar Association

School, Community, and Youth Activities: UCLA Law School Alumni Association

Please go to Page 2
Use additional sheets if necessary

REDIN/p. 2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature _____

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?

I have dedicated my entire professional career to representing public entities, including school districts, utility districts, and cities. For the last 11 years, I have focused my practice on public finance and corporate matters. I have extensive experience serving as bond counsel, disclosure counsel, and underwriter's counsel in financings that include: general obligation bonds, certificates of participation, tax allocation bonds, and lease revenue bonds. I also have substantial experience with 501(c)(3) organizations, including their formation and the exempt application process with the Internal Revenue Service.

My broad experience in public finance and specific proficiency with school-issued general obligation bonds makes me uniquely qualified to serve on the committee. I am familiar with the requirements of a citizen's oversight committee and would be able to assist fellow committee members review and understand complex financial data and legal documents.

2. Why would you like to be appointed to this position?

My eldest daughter is enrolled in first grade at Disney Elementary School. My youngest son will join her at Disney next year. My wife and I regularly attend PTA and booster meetings and try to be as involved as our professional lives allow us. Even though I have been involved at the specific school level, I would like to contribute and serve the overall District. So, In addition to being uniquely qualified for this position, I also want to serve the District succeed with its facilities program.

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2019 APR 11 P 12:28
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: JOHN STEINIZEICH Email: johnnyrocks67@gmail.com

Address: [redacted] WINONA AVE, BURBANK, CA 91504

Phone: Home: 818-[redacted] Work: 818-[redacted] Cell: 818-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 7 YEARS Are you a registered voter? YES

Check the designation(s) which best describe your representation:

- ☑ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☑ Parent Active in PTA/SSC

Educational background: BA IN SPANISH (AZUSA UNIVERSITY 1989); CALIFORNIA CLEAR MULTI-SUBJECT TEACHING CREDENTIAL (CLAD 1992); CERTIFICATE IN READING RECOVERY (CAL STATE SAN BERNARDINO 1997); MA IN CHURCH HISTORY (COLORADO THEOLOGICAL SEMINARY 2016)

Name of employer and position held: NORTH LOS ANGELES COUNTY REGIONAL CENTER

Employer address: 9200 OAKDALE AVE #100, CHATSWORTH, CA 91311

Professional organizations: AMERICAN SOCIETY OF COMPOSERS, AUTHORS, AND COMPOSERS

School, Community, and Youth Activities: GEORGE WASHINGTON ELEMENTARY PTA; VOLUNTEER SUNDAY SCHOOL TEACHER TURNING POINT CHRISTIAN CHURCH

Please go to Page 2
Use additional sheets if necessary

Steinreich/2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Steinreich 205

John Steinreich
SFOC application questions

1. **What experience and qualifications would you bring to the School Facilities Oversight Committee?**

My career in working with youth began in 1990 in Newark, New Jersey as my first job after graduating from college was as a bilingual teacher's assistant. Thereafter, I relocated to Southern California, where I earned my teaching credential through the LAUSD District Intern program. I worked in grades 1 through 6 as a bilingual teacher from 1990 to 1999 at Roscoe Elementary School in Sun Valley, CA. In this position, I acquired a post-graduate certificate in the English and Spanish instructional components of the specialized Reading Recovery program, which was an intensive language arts intervention program for children who came out of kindergarten with limited reading skills. In 1999, I moved from education into public social services, taking a position as a Consumer Service Coordinator with the North Los Angeles County Regional Center, where I currently work. This position has allowed me to work as the case management planner for families of children ages 3 to 14 who have developmental disabilities, including autism, intellectual disabilities, cerebral palsy, epilepsy, and similar conditions. Annually, I serve over 100 families on my caseload, and oversee the administration of approximately $1 million per year of purchase of service authorizations for these families in the areas of child care, nursing, behavioral health, 1-to-1 aide support, adaptive equipment, and the like. Additionally, my Regional Center work often takes me to IEP meetings for the purpose of advocating for proper supports and services for my clients in the context of their educational programming. Through the course of my career in developmental disabilities, I have had the opportunity to do lobbying work on behalf of the disabled with local members of the state legislature, to offer comments in a committee session at the state Capitol, to give training sessions on the Lanterman Developmental Disabilities Act, and to participate in a statewide panel at the Department of Developmental Services to develop strategies for cost-effective implementation of services for the disabled population. In my personal life, I have been an active member of the Turning Point Christian Church since 1994, and have been a volunteer in the church's youth program since 2003. My wife and I were responsible for developing the curriculum for our youth ministry's toddler program, and this curriculum has been used routinely in our church's Sunday school program for more than a decade. Currently, I have two daughters who are respectively enrolled at Burbank High School and George Washington Elementary, and I have served on the George Washington Elementary PTA during the 17-18 and 18-19 school years. I am also the owner of a home-based music and entertainment business in the city of Burbank and am a member of the American Society of Composers, Authors, and Performers (ASCAP).

2. **Why would you like to be appointed to this position?**

I would like to be appointed to the School Facilities Oversight Committee because as a stakeholder parent of two students in Burbank schools I would like to participate in the process of ensuring that our district's facilities are meeting the needs of all the students of the Burbank Unified School District. Furthermore, as an employee of a state agency who has oversight of public dollars, I recognize the importance of being a guardian of the public trust and would like to add my experience in public administration to this Committee.

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2019 APR -2 P 3:45
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Justin Worsham Email: Justin@VonKeithProperties.com

Address: [redacted]W Wyoming Ave Burbank, CA 91505

Phone: Home: _____ Work: _____ Cell: [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 12 yrs Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☑ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☑ Parent
- ☑ Parent Active in PTA/SSC

Educational background: Went to college to be an elementary school teacher, but could not finish due to cost

Name of employer and position held: Realtor ® for VonKeith Properties

Employer address: 4405 Riverside Dr Ste 103 Burbank, CA 91506

Professional organizations: Burbank Association of Realtors ®

School, Community, and Youth Activities: Bret Harte Booster Club President, School Site Council Member and Chair BEF Fundraising Committee Member

Please go to Page 2
Use additional sheets if necessary

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Worsham, J

School Facilities Oversight Committee Application

1. As a Realtor I am well aware that one of the many things that makes Burbank great are our schools. People will often relocate from other areas so their kids can go to Burbank Schools. As a Real Estate Investor I am aware of the needs to maintain and update facilities and my work as a property manager will help inform my decisions. But I think the real reason I am qualified is because I love this city and my community. When my wife and I got into escrow for our house in Burbank in 2013 we would drive to our new neighborhood and walk around it cuz we loved it so much. I love the pride that the people of Burbank take in their city.
2. As I mentioned above, I love this community. So I am trying in every way I can to invest in it. I think that one of the many reasons Burbank is a great city to have a family is, because the residents care about the city and the people.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	June 4, 2020
SUBJECT:	Adoption of Resolution 49, Fundraising Restrictions, 2020-2021 School Year

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Background

The Board of Education adopted Resolution 35 on May 16 of 2019 which stated that, "… for the 2019-2020 school year, school sites and their affiliated fundraising committees or booster organizations may not fundraise for new programs or new site needs. Fundraising for all programs that were funded by schools or booster organizations during the 2018-19 school year may continue through Site Fundraising Committees."

Discussion

At the April 16, 2020 Board of Education meeting, a discussion was held regarding potential changes to Resolution 35. A draft of the attached Resolution (Resolution 49) was developed and presented as a first reading to the Board at a Special Board of Education meeting held on May 19, 2020. The updated Resolution extends the timeline to cover the 2020-2021 school year and adds a requirement that "no changes to programs will be approved unless the changes will lower the cost of the program or are required by law."

Recommendation

Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 49, Fundraising Restrictions, 2020-2021 School Year, as presented.

RESOLUTION 49 - FUNDRAISING RESTRICTIONS
2020-2021 SCHOOL YEAR

Whereas: Education is the most vital activity that we, as a society, undertake to ensure the wel1-being of the nation; and

Whereas: Fundraising to pay for additional/or extra-curricular services for schools is an essential part to the education of our children; and

Whereas: School sites will need to maximize all resources, including donation efforts, to sustain current programs and services; and

Whereas: For the 2020-2021 school year, school and booster organizations may not raise funds for new programs or new site needs; and

Whereas: Fundraising for all programs that were funded during the 2019-2020 school year may continue; and

Whereas: Fundraising efforts to restore positions and services will be allowed, if continuing; and

Whereas: No changes to programs will be approved unless the changes will lower the cost of the program or are required by law

NOW, THEREFORE, BE IT RESOLVED, That the Burbank Unified School District Board of Education hereby declares the Fundraising Restrictions noted above for the 2020-2021 school year.

I HEREBY CERTIFY that Resolution 49 was approved and adopted by the Board of Education of the Burbank Unified School District at a meeting held on the 4th day of June 2020.

Ayes:

Noes:

Abstain:

Absent:

_____
Clerk, Board of Education

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Adoption of Resolution 50 – Resolution of the Governing Board of the Burbank Unified School District Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years Ending June 30, 2020, 2021 and 2022, and Authorizing Execution and Delivery of Related Documents and Actions

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Background:
For several years, the Burbank Unified School District has been participating in a pool of school districts within Los Angeles County that assigns its delinquent property tax receivables to the California Statewide Delinquent Tax Finance Authority. This authority is then authorized to sell or assign any or all of its rights to enforce and collect on these delinquent, uncollected property taxes. The current program is set to pay a 10% premium. Since the initiation of this program in 2002, this program has generated more than $72.9 million in additional unrestricted income for its participating school agencies. For Burbank Unified alone, this amount has been nearly $800,000.

Discussion/Issues:
The Authority maintains a separate Board to govern its policies and procedures. The Board has selected Tower Capital Management LLC of Morristown, New Jersey to be its underwriter for the next three years. Tower Capital will be funding the LEAs' share of the 1% levy delinquent property taxes for fiscal years 2019-20, 2020-21, and 2021-22. In order for the District to continue its relationship in this pool, the Board must take action to adopt a resolution extending the contract for Burbank Unified to continue to participate in the program for the next three years. The resolution names the officers of the District who are authorized to execute the documents annually associated with processing the time sensitive actions associated with implementation of this program.

Fiscal Impact:
Lack of approval of this action will result in a loss of revenue to the school district.

Recommendations:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 50 - approving assignment of delinquent tax receivables to the California Statewide Delinquent Tax Finance Authority for the fiscal years ending June 30 in each of the years 2020-2022, and authorizing execution and delivery of related documents and actions, as presented.

RESOLUTION NO. 50

RESOLUTION OF THE GOVERNING BOARD OF THE BURBANK UNIFIED SCHOOL DISTRICT APPROVING ASSIGNMENT OF DELINQUENT TAX RECEIVABLES TO THE CALIFORNIA STATEWIDE DELINQUENT TAX FINANCE AUTHORITY FOR FISCAL YEARS ENDING JUNE 30, 2020, 2021 AND 2022, AND AUTHORIZING EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND ACTIONS

WHEREAS, under Section 6516.6(b) of the Government Code of the State of California (the "Law"), a school district, community college district or other local educational agency is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by it or on its behalf for collection on the secured, unsecured, or supplemental property tax rolls, in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

WHEREAS, the California Statewide Delinquent Tax Finance Authority (the "Authority") has been formed as a joint powers authority for the purpose of purchasing delinquent *ad valorem* property taxes in accordance with Section 6516.6 of the Law upon terms and conditions which are acceptable to local educational agencies in Los Angeles County; and

WHEREAS, under the Law the amount of property tax receipts to be reported in a fiscal year for revenue limit purposes is equal to 100% of the local educational agency's allocable share of the taxes distributed to it for the fiscal year, and any additional amounts will not be reported and will be provided directly to the local educational agency; and

WHEREAS, the Authority has financed the purchase of tax receivables from the Burbank Unified School District (the "District") in prior fiscal years; and

WHEREAS, the Authority has requested the District to consider selling it certain delinquent tax receivables arising with respect to the fiscal years ending June 30 in each of the years 2020, 2021 and 2022 (collectively, the "Tax Receivables"), at a purchase price which is at least equal to 110.0% of the amount of Tax Receivables; and

WHEREAS, in order to provide funding for the purchase of the Tax Receivables, the Authority has made arrangements to issue and sell a certificate of participation for each fiscal year to a designee of Tower Capital Management, LLC, a Delaware limited liability company; and

WHEREAS, the Governing Board of the District (the "Board") wishes to take its action at this time approving the sale of the Tax Receivables to the Authority, and approving related documents and actions;

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

Section 1. **Sale of Tax Receivables to Authority**. The Board hereby approves and authorizes the sale of the Tax Receivables to the Authority, at a purchase price which is at least equal to 110.0% of

the amount of Tax Receivables.

Section 2. **Approval of Purchase and Sale Agreements**. The sale of Tax Receivables shall be accomplished under a Purchase and Sale Agreement (the "Purchase and Sale Agreement") between the District and the Authority, in substantially the form executed by the District in connection with previous sales of tax receivables to the Authority.

The Purchase and Sale Agreement is hereby approved in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof approved by the Superintendent or the chief business officer of the District (each, an "Authorized Officer"). The Authorized Officers are individually authorized and directed to execute and deliver each such Purchase and Sale Agreement on behalf of the District, and the execution and delivery of each such Purchase and Sale Agreement by an Authorized Officer shall be conclusive evidence of the approval of any such changes and modifications. The Board hereby authorizes the delivery and performance of each of the Purchase and Sale Agreements.

Section 3. Official Actions. The Authorized Officers and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale of the Tax Receivables to the Authority and the other transactions described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED this 4th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

_____

Board President

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Award of Contract for Transportation Services

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Background:
Burbank Unified School District has contracted with First Student, Inc. for home-to-school special education transportation and athletic/field trip transportation since August 2012. Burbank Unified administration felt it was time to issue a Request for Proposal (RFP) for transportation services for the upcoming contract starting July 1, 2020.

Discussion/Issues:
The District issued Request for Proposal #1920-025 on March 2, 2020. Bid Submittal deadline was April 15, 2020 by 2:00 PM. One response was received for home-to-school special education transportation, First Student Inc. District administration then negotiated the terms of the agreement.

The awarded contract will be for three (3) years and may be extended on a year-to-year basis upon mutual consent for an additional two (2) years.

Fiscal Impact:
The rates for the 2020-2021 school year are as stated below:

Bus Type	**School Year 2017-2018**	
	Base Rate	Excess
HTS – Vans (Base 4hrs)	$389.72	$56.87
HTS – W/C (Base 4hrs)	$411.37	$56.87
Extracurricular 3 Hours	$373.87	$82.25
Extracurricular 4 Hours	$421.43	$82.25
Extracurricular 8 Hours	$774.89	$82.25

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement for professional services between Burbank Unified School District and First Student, Inc., to provide pupil transportation services, effective July 1, 2020 through June 30, 2023 and may be extended on a year-to-year basis for an additional two (2) years, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES

THIS AGREEMENT, also hereinafter called "Contract", made the 1st day of July, 2020, in the County of Los Angeles, State of California, by and between **BURBANK UNIFIED SCHOOL DISTRICT**, hereinafter called the District, and First Student, Inc., hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

REQUEST FOR PROPOSAL NO. RFP – #1920-025 Pupil Transportation Services

It is the duty of the Contractor to perform the services covered by this Contract in exact accordance with the approved proposal as submitted, which proposal is attached hereto as Exhibit A. Contractor shall not add buses or routes except as authorized in writing in advance as provided for in this proposal. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the District, unless such act or omission actually prevents the Contractor from fully complying with the requirements of this Agreement and the proposal documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with this Agreement and the proposal documents. Such protest shall not be effective unless reduced to writing and filed with the District office within one (1) working day of the date of occurrence of the act or omission preventing the Contractor from fully complying with this Agreement and the proposal documents.

ARTICLE 2 - TERM OF CONTRACT. The services provided hereunder shall commence on July 1, 2020 ("Anniversary Date") and shall terminate at midnight on June 30, 2023. The initial Term may be extended on a year-to-year basis upon mutual consent of District and Contractor for an additional two (2) years, but not to exceed a total contract term of 5 years, in accordance with provisions contained in the Education Code, Sections 17596 and 39803 (a).

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the proposal documents, the amounts calculated at the rates set forth on the Proposal Form/Price Schedule attached hereto as Exhibit B, which schedule shall remain in effect for the initial Term. Payments shall be made monthly promptly after the end of each month during the term thereof. In the event that the District fails to make payment of any undisputed invoiced amount within thirty (30) days of the District's receipt of the invoice, the Contractor shall be entitled to charge interest on the unpaid, undisputed amount at the rate of 1.5% per month or the maximum allowable by law, whichever is less. In the event that any invoiced amount is disputed by the District, the District shall deliver written notice specifying the amount in dispute and basis for dispute to the Contractor within thirty (30) days of the District receipt of the invoice. The parties shall attempt in good faith to resolve the dispute pursuant to Article 8 of this Agreement.

Any proposed extensions to this Agreement shall be negotiated in good faith by both parties. A maximum price increase not to exceed the average percentage of the Consumer Price Index (CPI) for Los Angeles/Long Beach may be negotiated each May, subject to existing market conditions. **In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.**

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from and

against every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and,

(b) Any injury to or death of persons or damage to property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury of damage occurs either on or off school district property, except for injuries and losses arising from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board of Trustees, officers, agents or employees, on any such claim, demand or liability described in Subsection 4(a) and/or Subsection 4(b) of this Agreement, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor's obligations under this Section apply except to the extent that such claim or demand arises from or is caused by the sole negligence or willful misconduct of District, its agents or employees.

ARTICLE 5 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6 - INSURANCE. The Contractor shall secure and maintain, as a minimum, the insurance required under the Insurance Requirements form attached to the proposal package with insurance companies acceptable to the District to protect Contractor and any person, firm or corporation employed directly or indirectly by Contractor or in connection with the services required hereunder from claims which may arise from operations under the Agreement. Contractor shall further furnish to the District certificates of insurance, which shall name the District and the Board of Education as additional insureds. All policies required to be maintained by the Contractor shall contain a provision that coverages afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the District. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the Contractor and the District may terminate the Agreement without waiver of any remedy it may have. District will, at its own expense, procure and keep in force general liability insurance as is customary for a California public school district with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

ARTICLE 7 - TERMINATION.

(a) Notwithstanding anything to the contrary stated in this Agreement, either party may terminate this Agreement at any time for convenience upon not less than ninety (90) days prior written notice to the other party. Upon such termination, the District's total obligation to the Contractor shall be limited to the payment for all services already provided by the Contractor in accordance with this Agreement prior to the effective date of the termination.

(b) Notwithstanding anything to the contrary stated in this Agreement, Contractor may terminate this Agreement for convenience in any year of the Term, effective on the next Anniversary Date, upon 90 days written notice of such termination to the District.

(c) **If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.**

(d) In the event that the Agreement is terminated as a result of a failure to perform by either party pursuant to Subsection 7(c) of this Agreement, then the Contractor shall be paid its compensation for services performed to the date of termination.

ARTICLE 8 - DISPUTE RESOLUTION.

(a) Negotiation. Any claim that Contractor may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the District within 30 days of its occurrence. The District and Contractor shall attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of such resolution.

(b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the applicable rules of the American Arbitration Association.

(c) Services Pending Outcome. Contractor agrees to proceed with all services ordered by the District pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of this Agreement, the District agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Agreement pending the outcome of any claim, dispute, or mediation.

(d) Additional Remedies. The rights and remedies of the parties provided under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 9 - NO WAIVER. No waiver of a breach of any provision of this Agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

ARTICLE 10 - CONTRACTOR COVENANT. While performing the services and duties required hereunder, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, and by the District relating to the safe transportation of pupils.

ARTICLE 11 - INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by the parties that the Contractor, while engaged in carrying out and complying with any of the terms and

conditions of this Agreement, is an independent contractor and not an officer, agent, or employee of the District.

ARTICLE 12 - AUTHORITY. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

ARTICLE 13 - ASSIGNMENT. Neither the District nor the Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other, except that, the Contractor may assign and transfer this Agreement to an entity that it controls, is controlled by or is under common control with. As used herein, the term "transfer" shall include the transfer of more than 49% of the voting stock of a corporation or the transfer of more than 49% of the equity interest in a partnership, joint venture or similar entity.

ARTICLE 14 - SEVERABILITY. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision(s).

ARTICLE 15 – FAILURE OF CONTRACTOR TO PROVIDE SERVICE. It is agreed by the Contractor and the District that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through the failure of the Contractor to provide any of the services as specified herein, and therefore, Contractor shall be assessed sums as follows:

(a) For each unit failing to provide required service, a liquidated damages penalty shall be assessed against the Contractor in accordance with the following formula:

Number of Trips (bus routes) Missed @ 300.00

(b) For purposes of assessing damages under this section, any trips which are thirty (30) minutes beyond the *5-minute* window for school sites as per the District approved schedule, shall be considered a missed trip unless a reasonable explanation of the delay is made in writing to the reasonable satisfaction of the District.

(c) In addition, the following liquidated damages shall be assessed against the Contractor for any student dropped after fifteen (15) minutes beyond the *5-minute* window as per the District schedule, shall be considered a missed stop:

- Twenty Dollars ($20.00) shall be assessed for each morning stop missed
- Twenty Dollars ($20.00) shall be assessed for each mid-day stop missed
- Twenty Dollars ($20.00) shall be assessed for each afternoon stop missed

In accordance with this section, no bus route shall be assessed more than One Hundred Dollars ($100.00) per day in addition to any missed trip penalties.

(d) For each student not transported during his/her regular route due to the negligence of the Contractor, the Contractor shall be assessed the amount of Thirty Dollars ($30.00) and shall bear the responsibility and cost of sending another bus to transport that student.

(e) Failure of the Contractor to notify the District immediately (within 15 minutes) of school bus accidents and/or upon notification of any incident in which a child may have sustained injury, will result in an assessment of liquidated damage of One Hundred Dollars ($100.00).

(f) Failure of the Contractor to provide the appropriate equipment required for each bus, including but not limited to two-way radios, audio/video recording, wheelchair tie downs, fire extinguishers, etc., shall result in the assessment of liquidated damages of Twenty-five Dollars ($25.00) per day and continuing at said rate for so long as the Contractor fails to provide such equipment.

(g) The sum of assessment for a given month shall be deducted by the District in the payment to the Contractor for that month. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the Contractor as determined by the District.

(h) Assessments of such deduction by the District shall in no way relieve the Contractor of its obligation to provide spare buses and drivers sufficient to cover all interruptions in service to the District due to the failure of equipment or lack of personnel.

District shall notify Contractor in writing within five (5) days of the District's knowledge of an incident of the District's intent to assess liquidated damages. Contractor shall have ten (10) days to cure following such notice in a manner reasonably acceptable to the District, prior to the assessment of liquidated damages. District must bill Contractor for such liquidated damages within sixty (60) days of the incident if the violation has not been cured in a manner reasonably acceptable to District. Failure to either timely provide notice of intent to impose liquidated damages or timely invoice such damages shall relieve Contractor of any obligation to pay liquidated damages for the particular incident.

In the event Contractor agrees to any increase or decrease in service levels, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet District requirements.

ARTICLE 16 – FORCE MAJEURE. DISTRICT AND CONTRACTOR shall be excused from performance hereunder during the time and to the extent that either is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo , rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment , materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of the DISTRICT or CONTRACTOR, when satisfactory evidence thereof is presented to the other party.

ARTICLE 17 - NOTICES. All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed as follows:

To the District:
Burbank Unified School District
Assistant Superintendent of Administrative Services
1900 West Olive Avenue
Burbank, California 91506
Phone No.: (818) 729-4471

To the Contractor:
First Student, Inc.
13200 Crossroads Parkway, Suite 450
City of Industry, CA 91746
Phone Number: (562)271-4600
Fax Number: (562)463-0580

With copy to:
First Student, Inc.
Office of the General Counsel
600 Vine Street, Suite 1400
Cincinnati, OH 45202

ARTICLE 18 - COMPONENT PARTS OF THE CONTRACT; EXTENT OF AGREEMENT. The complete contract binding the District and Contractor consists of this Agreement and all of the RFP 1920-

025 submittal documents and addenda, including the Invitation to Submit Proposals, Terms and Conditions, Proposal Questionnaire, Proposal Forms/Price Schedules, Certificate Regarding Worker's Compensation, Non-Collusion Affidavit, Insurance Requirements and Evidence of Insurance, School Bus Inventory and Property Summary, Bid Bond, and Performance Bond. All of the above-named contract documents are intended to be complementary. In the event of any conflict between the terms of this Agreement and the other documents referenced in this Article, the terms of this Agreement shall govern. This Agreement may be amended only in writing signed by the party against whom enforcement is sought. Nothing contained in this Agreement is intended to benefit any third party.

ARTICLE 19 – GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Los Angeles, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the DISTRICT.

ARTICLE 20 – CONFIDENTIALITY. Contractor shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

ARTICLE 21 – NON-DISCRIMINATION. Contractor shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code section 12900, et seq., and California Labor Code section 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:	**CONTRACTOR**:
Burbank Unified School District	**First Student, Inc.**
BY: _____	BY: _____
Debbie Kukta, Assistant Superintendent	

EXHIBIT A

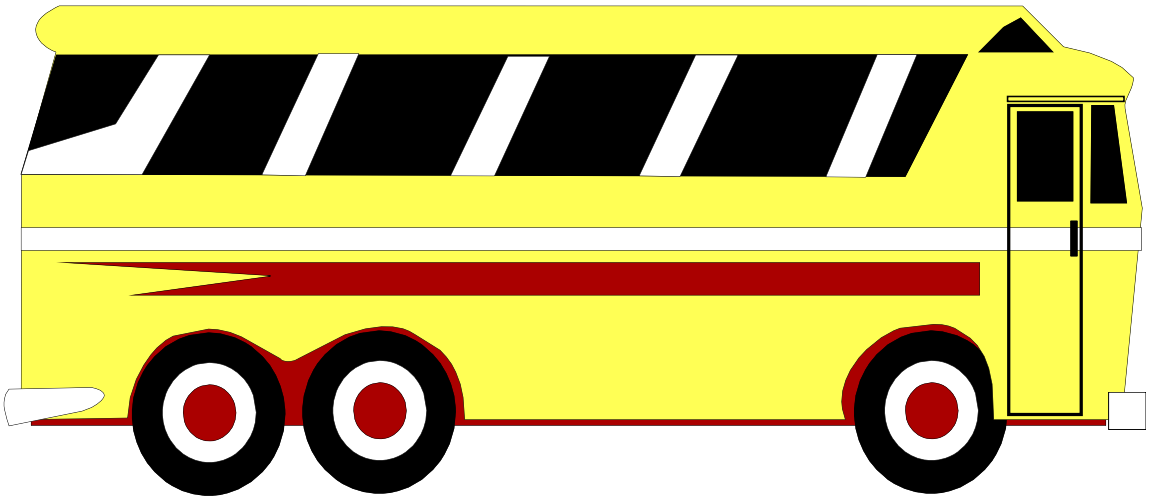
PROPOSAL FOR RFP NO. 1920-025 Pupil Transportation Services

*Attached

EXHIBIT B

Proposal Form/Price Schedule

*Attached.



BURBANK UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL NUMBER - RFP 1920-025

PUPIL TRANSPORTATION SERVICES

Issue Date: **March 2, 2020**

Bid Submittal and Opening Date: **April 1, 2020 - 2:00 PM *Sharp!***

NOTICE TO PUPIL TRANSPORTATION CONTRACTORS

REQUEST FOR PROPOSAL NUMBER - RFP – 1920-025

Invitation to Submit Proposals

Notice is hereby given that the Burbank Unified School District, hereinafter referred to as **DISTRICT**, will receive sealed proposals up to but no later than 2:00 PM on **April 1, 2020** for:

Pupil Transportation Services - Request for Proposal No. RFP – 1920-025

Each proposal must contain a completed Proposal Form/Price Schedule (cost proposal), completed Proposal Questionnaire, any proposed modifications to the Agreement for furnishing Pupil Transportation Services, a School Bus Inventory and Property Summary, a Non-Collusion Affidavit, a completed Insurance Requirements form and evidence of insurance, a Certificate Regarding Worker's Compensation, and a Bid Bond. The successful Contractor shall be required to post a Performance Bond in the amount of the actual bid. The cost proposal shall be submitted on the Proposal Form/Price Schedule, which is included in the Proposal Package. The Proposal Form/Price Schedule and other components of this proposal package may be obtained from the District's Purchasing Office. Proposals shall be received in the District's Purchasing Office located at:

Burbank Unified School District (Purchasing Department)
1900 West Olive Ave., Burbank CA 91506

Any proposal not received by the time and date specified above at the above location ***will not*** be accepted.

PREFACE TO REQUEST FOR PROPOSAL
PUPIL TRANSPORTATION SERVICES

I. Scope of Services

This bid proposal requests responses from highly qualified pupil transportation contractors to furnish consolidated Special Education student transportation services for K-12 students geographically residing within the Burbank Unified School District.

In addition to the special education transportation services, or separately, contractors will be afforded the opportunity to bid on all portions of the regular education and extra curricular transportation services. Specific details addressing the potential scope of work are contained in this bid.

The **Agreement** associated with this Request for Proposals (refer to Pages 33 - 37) contains language allowing for renewal of transportation related services for additional school fiscal years, upon mutual consent of district and contractor (as allowed under Section 39802 of the California Education Code) and a "piggyback clause" which will allow the extension of the successful proposal to additional area school districts not initially participating.

The Burbank Unified School District has prepared and issued this Request for Proposal in order to solicit quotations for its own transportation requirements. It is expected that transportation services will begin on or about August 1, 2020 after a successful route simulation between July 20, 2020 through July 24, 2020.

REQUEST FOR PROPOSAL # 1920-025– PUPIL TRANSPORTATION SERVICES

Terms and Conditions

A. Use of District Documents

1. Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District. **Three (3) sets of the proposal must be submitted.**

2. The "proposal" documents include:

   a. Invitation to Submit Proposals (page 1 - 2)
   b. Terms and Conditions (pages 3 - 11)
   c. Proposal Form/Price Schedules (pages 12, 13, 15)
   d. School Bus Inventory and Property Summary (page 16)
   e. Non-Collusion Affidavit (page 19)
   f. Certificate Regarding Worker's Compensation (page 20)
   g. Insurance Requirements and Evidence of Insurance (page 21)
   h. Proposal Questionnaire (pages 22 - 30)
   i. Agreement for Furnishing Pupil Transportation (pages 32 - 36)
   j. Form of Performance Bond and Bid Bond (pages 37 - 40)

B. Inspection of Documents

1. Each Bidder receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Bidder.

2. The failure or neglect of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

3. Receipt of addenda to the proposal documents by a bidder must be acknowledged on the proposal or by letter or telegram received before the time proposals are due.

C. Submitting Proposals

1. The District must receive proposals no later than April 1, at 2:00 PM. Any proposal received after this time will be rejected and returned unopened.

Three (3) sets (one original and two copies) of the proposal must be submitted.

2. Each bidder must submit their proposal in a **sealed envelope.**

3. Each envelope must be marked with the bidder's name and address and the words "**Transportation Proposal - RFP No. 1920-025**" and must contain:

a. Completed and Executed **Proposal Forms/Price Schedules.**
b. Completed and executed **Proposal Questionnaire**.
c. Completed and Executed **Certificate Regarding Worker's Compensation.**
d. Completed and Executed **Non-Collusion Affidavit.**
e. Completed **Insurance Requirements Form and Evidence of Insurance.**
f. Proposed Changes to the **Agreement for Furnishing Pupil Transportation Services** (If no proposed changes are submitted, the Bidder will be obligated to execute the form **Agreement for Furnishing Pupil Transportation Services** without modification).
g. Completed and Executed **Bid Bond** in the amount Fifty Thousand Dollars ($50,000).
h. Notation of Addendum, if any.

4. The right is reserved, as the interests of the District may require, to reviseor amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposal. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of proposals may be postponed by such number of days as in the opinion of the District will enable bidders to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

D. Written Inquiries, Addenda

1. Questions or suggestions about this Invitation shall be in writing and delivered by mail, by facsimile, or in person to the District Purchasing Office at the address noted on Page 1.

E. Erasures or Corrections to Entries

1. The proposal documents submitted must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

2. If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

F. Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.

2. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the time scheduled for opening of proposals.

3. No Bidder may submit more than one proposal.

4. After the scheduled time for opening of proposals, proposals may not be withdrawn for sixty (60) days.

5. For the Burbank Unified School District, a Bid Bond in the amount of fifty thousand dollars ($50,000) must be submitted with the proposal documents. The Bid Bond shall be given as a guarantee that the bidder shall execute the Agreement for Furnishing Pupil Transportation Services if it is awarded to him in conformity with the proposal documents. In the event the bidder to whom an award is made fails or refuses to execute the **Agreement for Furnishing Pupil Transportation Services** within five (5) calendar days after receipt of notification that he or she is the bidder to whom the Agreement is awarded, the District may declare the bidder's bid bond forfeited as damages caused by the failure of the bidder to enter into the Agreement, and may award

the work to the next lowest bidder who will provide proper and satisfactory service, or may call for new bids. Bid bonds **must** be issued by a **California admitted surety insurer**.

G. Agreement Document

Any bidder may suggest modifications to the proposed form of **Agreement for Furnishing Pupil Transportation** included with this invitation. Bidders should make all reasonable efforts to provide those suggestions not later than the time of the Pre-Proposal Conference. In any event, suggested modifications to the Agreement will be delivered to the District in writing no later than ten (10) days prior to the date scheduled for opening of the proposals and no suggestions shall be accepted after such deadline date. The District may, in its sole and absolute discretion, choose to modify the **Agreement for Furnishing Pupil Transportation Services** in accordance with such suggestions, or to reject such suggestions and require the execution of the **Agreement for Furnishing Pupil Transportation Services** in the enclosed form without modification. By submitting a proposal, each bidder acknowledges that if they are selected by the District, the District may obligate them to execute the **Agreement for Furnishing Pupil Transportation Services** in the form enclosed without modification. Any proposal that is conditioned upon the District's acceptanceof revisions to the enclosed form of **Agreement for Furnishing Pupil Transportation Services** (not previously approved by the District) may be rejected.

H. Evaluation and Award of Contract

The award of contract, if made by the District, will be made in accordance with the following procedures:

1. Initially, the District will assess the qualifications and desirability of the bidders. Each bidder will be evaluated on a 1 to 10 scale (10 being the most qualified and/or desirable) as follows:

    i. **Written Proposal Evaluation - Weight 40%.** "Written Proposals" will be evaluated by an evaluation committee consisting of representatives of the District. Written proposals will be initially screened for completeness. Proposals that are materially incomplete, in the District's discretion, will not be evaluated further. The remaining written proposals will be evaluated using the following criteria, which are not listed in any order of weight or priority:

    Firm Experience
    Management Capability

Financial Condition
Hiring Procedures
Safety Program (include information on CHP certifications)
Driver Training and Certification Program
Maintenance Program

All data and information in the written proposal will be subject to verification.

At its option, the District may elect to reject a written proposal or proposals after the written proposal evaluation if, in the District's discretion, the bidder or bidders is/are incapable of providing proper and satisfactory service in accordance with the District's transportation standards and requirements (including, without limitation, safety standards, financial condition requirements and experience requirements). Written proposals not rejected shall be assigned a rating between 1 to 10 which will carry a weighting of 40% in the evaluation process.

ii. **Site and References Evaluation - Weight 40%**. Members of the District's evaluation committee will conduct one or more site evaluations for the three (3) highest ranking bidders from the "Written Proposal" evaluation. The District may also contact any references provided by the bidder, and/or other entities served by the bidder. Site evaluations will be conducted at facilities where the bidder proposes to service the Burbank Unified School District.

Site and references evaluation criteria, not listed in any order of weight or priority, are as follows:

Personnel
Overall Appearance of Facility
Fleet Quality
Customer References
Recordkeeping

By submitting a proposal, each bidder agrees to make its facilities and personnel available to the District for its evaluation upon reasonable notice.

Site and reference evaluations will be assigned a rating between 1 to 10, which will carry a weighting of 40% in the overall proposal evaluation process. The District may elect, in its discretion, to reject any or all proposals after the site and reference evaluation if it determines that the bidder(s) does/do not satisfy the District's transportation standards and requirements.

iii. **Management Interviews - Weight 20%.** For any bidders who submitted bids that are not rejected after the written proposal evaluation and the site and references evaluation, members of the District's evaluation committee will interview those persons who will be directly responsible for managing the contract, if awarded, on behalf of the bidder. The management interviews will be assigned a rating between 1 to 10 and will carry a weight of 20% in the overall proposal evaluation process. The management interview criteria, in no particular order of weight or priority, are as follows:

Qualifications and Experience
Management Concepts
Job Knowledge
Transition Plan
Responsiveness During Interview

The District may elect, in its discretion, to reject any or all proposals after the management interviews if it determines that the bidder(s) does/do not satisfy the District's transportation standards and requirements.

After each remaining bidder has received a rating for its written proposal, site and references evaluation and management interviews, the District will calculate the bidder's overall qualification/desirability rating by averaging the ratings in accordance with the weighting described above. For example, assume a bidder receives a rating of 9 on its written proposal, 7 on its site and references evaluation and 6 on its management interviews, the bidder's overall qualification/desirability rating would be 7.6 calculated as follows:

SAMPLE EVALUATION

Category	**Weight**		**Rating**	**Total**
Written Proposal	4	x	9	36
Site & Reference	4	x	7	28
Mgt. Interviews	2	x	6	12
TOTAL	10			76

OVERALL QUALIFICATION/DESIRABILITY RATING = 7.6 (76/100)

2. **Cost Proposal.** Only **after** the evaluation procedures set forth in Paragraphs 1 above have been completed will the District's evaluation committee consider the cost portion of the bid. The District shall then award the contract to the bidder who, based on its overall qualification/desirability rating and cost proposal, will best satisfy the

District's transportation needs. The District may let the contract to other than the lowest bidder in accordance with Cal. Ed. Code S-39802.

Burbank Unified School District will award this Request for Proposal for Pupil Transportation Services to either one transportation company, or separate transportation companies, for the Special Education Home-to-School Transportation Services and the Field Trip, Athletic, and Extra-Curricular Transportation Services. Bidders will be allowed to bid on only one component, or both.

Awards for the Special Education Home-to-School Transportation Services and the Field Trip, Athletic, and Extra-Curricular Transportation Services will be awarded based upon the weighted categories of the Written Proposal Evaluation (40%), Site and References Evaluation (40%), and the Management Interviews (20%).

I. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and its Pupil population and which may not provide the lowest price(s) submitted. The District reserves the right to award any combination of services to bidders.

J. Performance Bond

The District **may** require, as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligee or beneficiary in the amount equal to their total bid amount for a full year. The performance bond must be issued by a California approved surety duly licensed and currently authorized to transact business in the State of California, in a form and content acceptable to the District. The cost of such bond shall be stated separately on the Proposal Form/Price Schedule and shall **not** be included in bidder's calculations in arriving at price per bus per day. If the District elects to require a performance bond, it shall be invoiced separately to the District at the actual cost of such bond. The District reserves the option to require renewal of the Performance Bond for each yearly contract term.

K. Obtaining Information

1. Outside sources. The District reserves the right to obtain, from any and all sources, information concerning a bidder which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the bidder's proposal.

2. Inspections. Upon reasonable notice to the bidder, the District reserves the right to make on-site inspections of the bidder's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the bidder's proposal and to consider any information received from such inspection in evaluating the bidder's proposal.

L. Proposal Costs

The District shall not be liable for any cost incurred by a bidder in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

M. Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful bidder; thereafter the proposals shall be deemed public records. In the event that a bidder desires to have portions of its proposal remain confidential, it is incumbent upon the bidder to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

2. The District will consider a bidder's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a bidder that an entire volume of its proposal is confidential will **not** be honored. The District reserves the right to disclose all information in the proposal, even if the bidder requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.

3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any bidder shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.

4. Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

N. Notification

Firms whose proposals are rejected will be notified in writing at the address given in the proposal.

The District may hold additional pre-bid conferences with qualified bidders to clarify questions regarding the available data.

O. Billing of Services

The successful bidder is expected to create consolidated routes and all billing must be done as a single monthly Burbank Unified School District invoice. The successful bidder will be required to itemize district billings showing a breakdown of specific cost areas including the special education portion, regular education and field trip portion, and other specific areas as identified by the school district.

P. Agency Option for Rate Reduction

Subject to acceptance of the "Piggyback Clause" (Pages 31/32, Article 4), it is possible that other school districts within the region may elect to utilize this bid in future years. In this event, the awarding agency may reopen the negotiation process in order to discuss rate reductions as a result of increased economies of scale.

Q. Limitation on Expansion of Services

Following approval of the lowest responsive bid, the successful bidder may not alter the proposed pricing or scheduling options (including the number of buses utilized for the services provided) without the prior written permission of the awarding agency.

PROPOSAL FORM/PRICE SCHEDULE

Proposed prices must be submitted per hour/mile bus day. A separate proposal price for hours and miles in excess of the base price is to be submitted as well. Please enter these amounts on the form below. The form may not be altered. For each invoice period, total charges for hours and miles in excess of base hours and miles shall be the sum of the excess amounts for individual buses. The District reserves the right to require that the Bidder add and delete buses to or from service at the rates specified below. The number of buses required at the start of the agreement term may be more or less than current service levels. Please note that, as provided in the agreement for Furnishing Pupil Transportation Service, a cost escalation is made.

Burbank Unified School District

Bus Size (Psgrs)	**COLUMN (1) Base Price per Bus 4 Hrs/50 Mi per Day (min)**	**COLUMN (2) Number of Routes**	**COLUMN (3) Estimated Bus Days per Year**	**COLUMN (4) Base Annual Cost, by Bus Size (1x2x3)**
01 - 20	$	x	x180	=
01 - 20 WC*	$	x	x180	=
21 - 30	$	x	x180	=
21 - 30 WC	$	x	x180	=
31 - 42	$	x	x180	=
43 - 54	$	x	x180	=
55 - 72	$	x	x180	=
73 - 89	$	x	x180	=
Total Annual Home-To-School Base Cost			**(A)** $	

*** Bidder shall differentiate and separately list any variations in costs between buses transporting non-severely handicapped pupils and severely handicapped pupils.**

The bidder must fill in Column (1) with the prices proposed per base bus day. Please extend that price out for the number of routes per day by bus size and for the number of days per year. The results in Column (4) should be summed to give the total annual home-to-school base cost **(A)**.

PRICE PER HOUR IN EXCESS OF BASE HOURS:				
Bus Size (Psgrs)	**COLUMN (1) Price per hour**	**COLUMN (2) Excess hours per day**	**COLUMN (3) Estimated Bus days per year**	**Annual excess hourly cost (1x2x3)**
01 - 20	$	x	x180	=
01 - 20 WC*	$	x	x180	=
21 - 30	$	x	x180	=
21 - 30 WC	$	x	x180	=
31 - 42	$	x	x180	=
43 - 54	$	x	x180	=
55 - 72	$	x	x180	=
73 - 89	$	x	x180	=
Total Annual Cost of Excess Hours			**(B)**	$

PRICE PER MILE IN EXCESS OF BASE MILES:				
Bus Size (Psgrs)	**COLUMN (1) Price per mile**	**COLUMN (2) Excess miles per day**	**COLUMN (3) Estimated Bus days per year**	**Annual excess cost for additional miles (1x2x3)**
01 - 20	$	x	x180	=
01 - 20 WC*	$	x	x180	=
21 - 30	$	x	x180	=
21 - 30 WC	$	x	x180	=
31 - 42	$	x	x180	=
43 - 54	$	x	x180	=
55 - 72	$	x	x180	=
73 - 89	$	x	x180	=
Total Annual Cost of Excess Miles			**(C)**	$

Total Annual Home-to-School Cost	**[(A)+(B)+(C)]**	$

*** Bidder shall differentiate and separately list any variations in costs between buses transporting non-severely handicapped pupils and severely handicapped pupils.**

Time and mileage charges for all transportation shall commence at the times and places specified in the official requests for such services and shall end when all passengers have been returned to their starting points or District designated drop-off locations (Live Time). For driver's time in excess of forty hours per week, or eight hours in any one day, the charge may be one-and-a-half times the hourly rates listed above.

In the development of routes and schedules for District approval, Contractor shall not deliver any Pupils more than fifteen (15) minutes prior to school starting time, nor allow them to remain after school is dismissed for more than thirty (30) minutes, nor shall any Pupil be required to be in transit from home to school, or school to home, for more than forty-five (45) minutes.

In the event of a missed pickup, a bus shall be dispatched from the local Dispatch Center within fifteen (15) minutes from the time of telephonic notification by the District.

It is required that all buses be equipped with a two-way radio system or cellular phone communication. In the event that a scheduled pick-up or drop-off is delayed for more than fifteen (15) minutes, the driver or other vendor agent will notify the Burbank Unified School District stating the reason for the delay and the expected time of arrival.

PROPOSAL FORM - Additional Transportation Services (Burbank USD)

Scheduled Home-To-School Transportation

Bus Capacity	Minimum Flat Rate*	or	Rate Per Bus Hour	plus	Rate Per Bus Mile
01 - 20	$_____		$_____		$_____
21 - 30	$ _____		$_____		$_____
31 - 42	$_____		$_____		$_____
43 - 54	$_____		$_____		$_____
55 - 72	$_____		$_____		$_____
73 - 89	$_____		$_____		$_____

*** Minimum Flat Rate is based on an eight (8) hour day, Monday - Friday, non-holiday.**

Field Trip, Athletic, and Extra-Curricular Transportation

Bus Capacity	Minimum Flat Rate*	or	Rate Per Bus Hour	plus	Rate Per Bus Mile
01 - 20	$_____		$_____		$_____
21 - 30	$ _____		$_____		$_____
31 - 42	$_____		$_____		$_____
43 - 54	$_____		$_____		$_____
55 - 72	$_____		$_____		$_____
73 - 89	$_____		$_____		$_____

*** Minimum Flat Rate is based on an eight (8) hour day, Monday - Friday, non-holiday.**

PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

Description of buses to be provided for this contract by the Bidder:

Bus Number	Passenger Capacity	Year of Manufacture	Make/Model	Mileage

(Attach additional sheets as needed)

Additional Property Summary

Description of other associated or noteworthy equipment, tools, etc., to be provided by the Bidder to be utilized at the Terminal:

(Attach additional sheets as needed)

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO BIDDERS, TERMS AND CONDITIONS, PROPOSAL FORM/PRICE SCHEDULE, AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES, AND ALL OTHER PARTS OF THE BID PROPOSAL PACKAGE.

Company Name	(Area Code) Telephone Number
Signature of Authorized Agent	(Area Code) Fax Number
Address	Date Signed

NONCOLLUSION AFFIDAVIT TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____ , being first duly sworn, deposes and says that he or she is_____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____
(Date) (Signature)

CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

(c) * * * * * "

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME _____

TITLE _____

SIGNATURE _____

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

INSURANCE REQUIREMENTS

PRODUCT BIDDER: _____

Request for Proposal Number RFP – # 1920-025- Pupil Transportation Services

The following coverage noted on the left with an "X" are required (Certificate or Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits **may** be accepted.

CERTIFICATE/ENDORSEMENT		MINIMUM COMBINED SINGLE LIMITS
X /	Workers' Compensation	Insured - Statutory
		Self-Insured - $5,000,000
X /	Employer's Liability	$3,000,000
( )	Broad Form All States Endorsement	
( )	Longshoremen's and Harbor Workers' Compensation Act Endorsement	
(X)	Abuse and Molestation Coverage	
X / X	Comprehensive General Liability	Minimum $5,000,000

(X)	Premises and Operations	( )	Explosion Hazard
(X)	Contractual Liability	( )	Collapse Hazard
(X)	Independent Bidders	( )	Underground Hazard
(X)	Products/Completed Operations	( )	Garage keepers Legal Liab.
(X)	Broad Form Property Damage	( )	Hangar keepers Legal Liab.
(X)	Personal Injury	(X)	Owned Vehicles
(X)	Broad Form Liability Endorsement	(X)	Non-owned Vehicles
( )	Fire Legal Liability	(X)	Hired Vehicles
( )	Water craft Liability		
( )	Incidental Medical Malpractice	( )	_____

X / X	Vehicle Liability (if not included in General Liability coverage checked above)	$ _____
_____/_____	Aviation/Airport Liability (including appropriate General Liability coverage checked above)	$_____
_____/_____	Professional Liability	$_____
_____/_____	Property Insurance	$_____

( )	Extended Coverage	( )	Debris Removal
( )	Vandalism & Malicious Mischief	( )	Sprinkler Leakage
( )	Flood	( )	All Risk
( )	Earthquake $_____	( )	Other

PROPOSAL QUESTIONNAIRE

To the Bidder:

The following questionnaire is a part of this Request for Proposal. The Information provided herein will be used for evaluating the qualifications of the bidder to perform the work and services required pursuant to the Request for Proposal. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Proposal.

Where space is not provided for an answer, or if your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example I. C. 5).

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Furnishing Pupil Transportation Services. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the District.

I. DESCRIPTION OF BIDDER'S ORGANIZATION

A. FIRM

Firm Name: _____

Address: _____

Telephone Number: _____

B. TYPE OF ORGANIZATION

Corporation (List officers and positions): Other (please specify):

Where Incorporated: _____ Year of Incorporation: _____

Subsidiary (Give name and address of parent corporation):

Is your firm or a parent firm publicly held?

If not, what private individuals or families own more than 20% of your firm, or who is the general partner(s), or who is the sole proprietor?

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school transportation services under contract with a school district, non-public school or county superintendent of schools?

Yes ___ No ___ Number of years _____

Number of public school districts served in the State of California _____.

2. List all applicable transportation permits (City, County, and State) under which you currently operate.

3. Are you currently, or have you ever, contracted to provide Pupil transportation services for any school district, non-public school or county superintendent of schools in the state?

Yes ___ No ___

4. Are you currently, or have you ever, provided transportation services in this state for special education Pupils?

Yes ___ No ___ Number of Years ____

Number of public school districts served in the State of California for Special Education _____.

5. For every education agency or non-public school in this state to which your firm currently provides, or has provided within the last five years, Pupil transportation under contract, please provide name and location of the agency or non-public school and the name and phone number of a contact person, together with the following information:

a. Name of your firm's current terminal manager at the location and the manager's length of service at that location;

b. Types of transportation services your firm provides under the contract (e.g., regular home-to-school, special education, desegregation, field trips, other);

c. Number of buses utilized: _____

d. Beginning and ending dates of the current contract;

e. If employees are covered under a collective bargaining agreement provide:

1. Name of labor organization(s).

2. Name and phone number of labor organization(s), President and/or regional Business Managers.

II. MANAGEMENT AT THE TERMINAL

A. The District strongly believes that the individuals holding the Terminal Manager, Personnel, and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high quality transportation services. While the District understands that you may not be able to name the specific individuals your firm will assign to these management positions at the District terminal, the District requests that for each position, you list no more than three candidates who may be assigned to the District terminal. If your firm is awarded this contract, you may assign any of the three persons you have proposed for each position to actually take that position under this contract, unless the District has, in its discretion, specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District, which may be granted or withheld in its sole and absolute discretion. In any case, you must submit at least two sample resumes of candidates or current managers employed by your firm in each of these positions, so as to provide the District with an understanding of the qualities your management staff members possess.

For every individual you propose as a potential management staff member to be assigned to the District terminal, please provide the following information on a separate page:

1. Name and proposed position the person may be selected to fill;

2. Number of years with your firm and current position;

3. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position;

4. Current and two most recent previous positions, including the location (District) of the position, the position's title, a description of responsibilities and authority, including the number of buses and/or drivers, and the dates between which the position was held.

B. On a separate page, please provide a job description for each terminal management position you propose to assign under this contract.

C. On a separate page, please describe when and how terminal management will communicate to parents/families the pick up and drop off times prior to the beginning of services.

D. On a separate page, please provide an organization chart of your firm as it would relate to the District terminal. (It should give a clear understanding of the number of layers in your firm and the lines of accountability).

E. Please provide the name(s) of those persons within your firm who would have immediate authority over the terminal Manager you propose in **Item A** above, and those who may play an advisory role to terminal management, in the areas of 1) Operations, 2) Training and Personnel, 3) Safety and 4) Maintenance. Please provide the following information for each of these persons:

1. Name;

2. Location of staff member's office;

3. Number of years with your company;

4. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position.

5. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority and the dates between which the position was held.

F. Explain the training that is given to your terminal managers:

1. Number of hours;

2. Type of training; list components covered.

G. Does your company have a terminal manager trainee program? If so, how many trainees are presently in the program? Explain in detail.

III. DRIVER PERSONNEL

State the number of regular bus drivers you now have employed in California:

School _____ Other _____

A. How/where does your firm recruit drivers?

B. What methods do you use to screen and select drivers from among the applicants?

What information do you use and how do you gather it?
What criteria or standards do you use and for what reasons might you reject an applicant?

Do you require all terminal employees to be drug tested? If so, please elaborate on the testing procedures.

C. Do you check driver applicant references?

Yes _____ No ___

D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

E. What percentage of driver applicants eventually begin your training programs? _____%

F. What percentage of your driver applicants are hired directly as certified school bus drivers? _____%

G. Are the official driving records of all your applicant drivers evaluated during the selection process?

Yes _____ No ___

H. What is the current rate of annual turnover among drivers your firm employs? _____%

I. Do you have driver training programs as a part of your current operational procedures?

Original (for persons with no school bus driving experience):

Yes _____ No ___

In-Service (continuing education and retraining for experienced school bus drivers):

Yes _____ No ___

J. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

Length of program;

Number of hours in classroom;
Number of hours behind the wheel;

Describe the components of the program and the number of hours devoted to each component.
Do you evaluate applicants immediately before they are tested for certification?

Yes _____ No ___

K. Describe your In-Service driver training and retraining program. If available, please provide the outline or course of study.

How many training sessions are offered each semester at your typical terminal?

Are there any independent reviews of training quality conducted on your training program?

Yes _____ No ___

If so, please describe the reviews:

How do you identify those drivers for whom retraining will be required?

L. If you currently have a driver training program, does the program include a section on transportation service for special education Pupils? (If available, please provide the outline or course of study).

Yes _____ No ___

M. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job and Complaints (those which can be verified and are deemed serious).
Do your motivation and discipline programs offer progressive rewards and penalties?

Yes _____ No ___

Can drivers participate in defining and developing standards, rewards and penalties?

Yes _____ No ___

What monetary rewards and penalties are offered or imposed?

What *non*-monetary rewards and penalties are offered or imposed?

IV. SAFETY PROGRAM AND ACTIVITIES

A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.

B. How often are safety meetings held? _____

C. Describe any established safety organization activities in which your organization or its key personnel participate.

D. What have been the chargeable School Bus Accident Rates for school buses operated by your firm in each of the three most recent Academic years? Provide a description of how you define school bus accidents.

V. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?

Yes _____ No ___

B. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

C. Do you require any daily regular written reports from your drivers on the condition of their vehicles?

Yes _____ No ___

Briefly describe and provide a sample of these reports, (including your daily bus checkout report form) and note their frequency.

D. Do you use any other methods of identifying defects in buses? (If so, please describe).

Yes _____ No ___

E. How do you ensure that serious safety related or potentially vehicle damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected?
How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

F. Do you maintain and evaluate records of road failures?

Yes _____ No ___

G. If so, how many road failures, per month, per hundred buses, did the buses your firm maintained experience, on average, during the past year?

_____

H. For what percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year?

_____%

I. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.).

Yes _____ No ___

Briefly describe this schedule.

J. What qualification and experience requirements do you have for your mechanical personnel?

VI. INSURANCE DATA

If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three years?

Yes ___ No ___

VII. FINANCIAL AND CREDIT DATA

A. Please submit credit references, including at least five trade or industry suppliers with whom you regularly do business.

B. Will you give cash discounts for timely payment of invoices? If so, please specify the terms offered.

Yes _____ No ___ Terms: _____

VIII. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing the Agreement for Furnishing Transportation Services should your firm be selected as the successful bidder. Your schedule and plan may include:

Inspection of vehicles, facility, and equipment;

Acquisition of required vehicles;

Occupation of terminal facility;

Recruitment/relocation, if necessary, of management and supervisory personnel: Selection, any necessary training, and employment of drivers;

Employee orientation, especially to District routes and schedules.

IX. OTHER RELEVANT INFORMATION

1. How does your company measure customer satisfaction?

2. How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?

3. The District expects all bidder staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?

4. Do you have multi-lingual drivers available as regular staff members? What languages?

5. What percentage of your buses use alternative fuels?

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Burbank Unified School District Board of Education awards a Contract for Bus Transportation Services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the District and my firm.

_____

Name of Firm

_____

Authorized Agent

_____

Title

_____

Date

AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES

THIS AGREEMENT, made the ___ day of _____, 2020, in the County of Los Angeles, State of California, by and between **BURBANK UNIFIED SCHOOL DISTRICT**, hereinafter called the District, and

Contractor

hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

REQUEST FOR PROPOSAL NO. RFP – # 1920-025 Pupil Transportation Services

It is the duty of the Contractor to perform the services covered by this contract in exact accordance with the approved proposal as submitted. Contractor shall not add buses or routes except as authorized in writing in advance as provided for in this proposal. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Burbank Unified School District, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within one (1) working day of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 - TERM OF CONTRACT. The services provided hereunder shall be commenced on the date stated in the District's first signed **Agreement**, and shall terminate at midnight on July 1, 2023. Minimum contract term is three (3) years. Quoted prices must stay in effect for three (3) years after award of bid and may be extended on a year-to-year basis upon mutual consent of District and Contractor for an additional two (2) years (total 5 years) in accordance with provisions contained in the Education Code, Sections 39644 and 39803 (a).

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the proposal documents, the amounts calculated at the rates set forth on the Proposal Form/Price Schedule. Payments shall be made monthly promptly after the end of each month during the term thereof. Any proposed extensions to this Agreement shall be negotiated in good faith by both parties. A maximum price increase not to exceed the average percentage of the Consumer Price Index (CPI) for Los Angeles/Long Beach may be negotiated each May, subject to existing market conditions. **In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.**

ARTICLE 4 - PIGGYBACK CLAUSE. For the term of the Contract and any mutually agreed extensions pursuant to the Request for Proposal, other school districts or public agencies within the general area of the Burbank Unified School District may contract for the accepted transportation related services at the same price and upon the same terms and conditions pursuant to section 20118 (K-12) of the California Public Contract Code.

The Burbank Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Piggyback option granted _____ **(Please initial and date this line)**

ARTICLE 5 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from and against every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District; and,

(b) Any injury to or death of persons or damage to property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury of damage occurs either on or off school district property, except for injuries and losses arising from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District.

(c) The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - INSURANCE. The Contractor shall secure and maintain, as a minimum, the insurance required under the Insurance Requirements form attached to the proposal package with insurance companies acceptable to the District to protect Contractor and any person, firm or corporation employed directly or indirectly by Contractor or in connection with the services required hereunder from claims which may arise from operations under the Agreement. Contractor shall further furnish to the District certificates of insurance, which shall name the District and the Board of Education as additional insureds. All policies required to be maintained by the Contractor shall contain a provision that coverages afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the District. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the Contractor and the District may terminate the Agreement without waiver of any remedy it may have.

ARTICLE 8 - TERMINATION.

(a) Notwithstanding anything to the contrary stated in this Agreement, the Client may terminate this Agreement for convenience at any time upon ninety (90) days' prior written notice to the

Contractor. Upon such termination, the Client's total obligation to the Contractor shall be limited to the payment for all services already provided by the Contractor in accordance with this Agreement prior to the effective date of the termination.

(b) This Agreement may be terminated by either party hereto should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party and such failure continues for 30 days after notice thereof is delivered by the non-defaulting party.

(c) In the event that the Agreement is terminated by the District as a result of a failure to perform by the District under subsection (b) above, the Contractor shall be paid its compensation for services performed to the date of termination, including all termination expenses. Termination expenses shall include all those expenses arising prior to, during, and subsequent to the termination that are directly attributable to the termination.

(d) In the event that the Agreement is terminated as a result of a failure to perform by Contractor pursuant to subsection (b) above, then the Contractor shall be paid its compensation for services performed to the date of termination, but shall not be paid any termination expenses.

ARTICLE 9 - DISPUTE RESOLUTION.

(a) Negotiation. Any claim that Contractor may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the District within 30 days of its occurrence. The District and Contractor shall attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of such resolution.

(b) Mediation/Arbitration. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the applicable rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and any judgment upon the Award rendered by the arbitrator(s) may be entered in Los Angeles County court having jurisdiction thereof.

(c) Services Pending Outcome. Contractor agrees to proceed with all services ordered by the District pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of this Agreement, the District agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration.

(d) Additional Remedies. The rights and remedies of the parties provided under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 10 - NO WAIVER. No waiver of a breach of any provision of this Agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

ARTICLE 11 - CONTRACTOR COVENANT. While performing the services and duties required hereunder, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, and by the District relating to the safe transportation of pupils.

ARTICLE 12 - INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by the parties that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent Contractor and not an officer, agent, or employee of the District.

ARTICLE 13 - AUTHORITY. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

ARTICLE 14 - ASSIGNMENT. Neither the District nor the Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other, except that, the Contractor may assign and transfer this Agreement to an entity that it controls, is controlled by or is under common control with. As used herein, the term "transfer" shall include the transfer of more than 49% of the voting stock of a corporation or the transfer of more than 49% of the equity interest in a partnership, joint venture or similar entity.

ARTICLE 15 - EXTENT OF AGREEMENT. This Agreement, together with the remainder of the proposal package, constitutes the entire agreement between the parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Agreement may be amended only in writing signed by the party against whom enforcement is sought. Nothing contained in this Agreement is intended to benefit any third party.

ARTICLE 16 - SEVERABILITY. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision(s).

ARTICLE 17 - ATTORNEYS' FEES. If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, Photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

ARTICLE 18 – FAILURE OF CONTRACTOR TO PROVIDE SERVICE. It is agreed by the Contractor and the District that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through the failure of the Contractor to provide any of the services as specified herein, and therefore, Contractor shall be assessed sums as follows:

(a) Early/Late Trips. Trips which are fifteen (15) minutes early or late to the destination as scheduled shall be subject to an assessment of liquidated damages.

(b) Failure to Report Standby Drivers. An assessment per day shall be made whenever Contractor fails to report that a standby driver is assigned to a route hereunder.

(c) Failure to Provide Written Accident Reports. An assessment per day shall be made whenever Contractor fails to provide the District with a written accident report within three (3) working days after the accident.

(c) Radios. An assessment per trip shall be made whenever a two-way radio is determined by the District to be inoperative.

(d) Exclusivity. District reserves the right to schedule other transportation companies if, in the District's opinion, the selected contractor is not able to provide service.

ARTICLE 19 - NOTICES. All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed as follows:

To the District:
Burbank Unified School District
Assistant Superintendent of Administrative Services
1900 West Olive Avenue
Burbank, California 91506
Phone No.: (818) 729-4471

To the Contractor:

_____
_____
_____
_____
Phone Number: (_____)_____
Fax Number: (_____)_____

ARTICLE 20 - COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

a. Invitation to Submit Proposals
b. Terms and Conditions
c. Proposal Questionnaire
d. Proposal Forms/Price Schedules
e. Certificate Regarding Worker's Compensation
f. Non-Collusion Affidavit
g. Insurance Requirements and Evidence of Insurance
h. School Bus Inventory and Property Summary
i. Addenda Nos.: _____ , _____ , _____ as issued
j. Agreement for Furnishing Pupil Transportation Service
k. All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:
Burbank Unified School District

BY: _____
_____

_____

CONTRACTOR:
Contractor Name

BY: _____

_____

(Typed or Printed Name)

_____

Reviewed and Approved by District Counsel:

_____ _____
_____

PERFORMANCE BOND

(100%)

WHEREAS, the BURBANK UNIFIED SCHOOL DISTRICT by Board action on **Board Date**, 2020, has awarded to ***Contractor Name***, hereinafter designated as the "Principal", a contract for the work described as follows:

REQUEST FOR PROPOSAL NO. RFP – # 1920-025 Pupil Transportation Services

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, _____
Name of Principal
of _____
Address
City of _____, State of _____ as Principal, and _____, a corporation organized and existing under the laws of the State of _____, **legally doing business in California as an admitted surety insurer** at _____
Address
City of _____, State of California, as Surety, are indebted to **BURBANK UNIFIED SCHOOL DISTRICT**, hereinafter called the "District", in the sum of _____ ($_____) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall keep and perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2020.

_____ (Corporate Seal)
Principal

BY_____
(Typed or Printed Name)

_____
(Title)

_____ (Corporate Seal)
Surety

BY_____
(Typed or Printed Name)

_____
(Title)

(Attach Attorney-in Fact Certificate)

REQUEST FOR PROPOSAL NO. RFP – # 1920-025 Pupil Transportation Services

BID BOND

(Fixed Amount - $50,000)

Name of Principal _____

Address _____

City of _____, State of _____

as Principal, and _____
_____a corporation organized and existing under the laws of the State of _____
_____, **legally doing business in California as an admitted surety insurer** at:

Address _____

City of _____ , State of California, as Surety, are indebted to Burbank Unified School District hereinafter called the District, in the sum of **Fifty Thousand Dollars ($50,000)** of the Principal submitted to the District for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the accompanying bid dated _____ , 2020 for:

REQUEST FOR PROPOSAL NO. RFP – # 1920-025 Pupil Transportation Services

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the _____day of _____, 20.

_____ (Corporate Seal)

Principal

BY _____

_____

(Typed or Printed Name)

_____

(Title)

_____ (Corporate Seal)

Surety

BY _____

_____

(Typed or Printed Name)

_____

(Title)

(Attach Attorney-In-Fact Certificate)

REQUEST FOR PROPOSAL NO. RFP – # 1920-025 Pupil Transportation Services

PROPOSAL FORM/PRICE SCHEDULE

Proposed prices must be submitted per hour/mile bus day. A separate proposal price for hours and miles in excess of the base price is to be submitted as well. Please enter these amounts on the form below. The form may not be altered. For each invoice period, total charges for hours and miles in excess of base hours and miles shall be the sum of the excess amounts for individual buses. The District reserves the right to require that the Bidder add and delete buses to or from service at the rates specified below. The number of buses required at the start of the agreement term may be more or less than current service levels. Please note that, as provided in the agreement for Furnishing Pupil Transportation Service, a cost escalation is made.

Burbank Unified School District

Bus Size (Psgrs)	COLUMN (1) Base Price per Bus 4 Hrs/50 Mi per Day (min)	COLUMN (2) Number of Routes	COLUMN (3) Estimated Bus Days per Year	COLUMN (4) Base Annual Cost, by Bus Size (1x2x3)
01 - 20	$ 389.72	x 19	x180	= 1,332,842.40
01 - 20 WC*	$ 411.37	x 4	x180	= 296,186.40
21 - 30	$ No bid	x	x180	= -
21 - 30 WC	$ No bid	x	x180	= -
31 - 42	$ No bid	x	x180	= -
43 - 54	$ No bid	x	x180	= -
55 - 72	$ No bid	x	x180	= -
73 - 89	$ No bid	x	x180	= -
Total Annual Home-To-School Base Cost				**(A)** $1,629,028.80

*** Bidder shall differentiate and separately list any variations in costs between buses transporting non-severely handicapped pupils and severely handicapped pupils.**

The bidder must fill in Column (1) with the prices proposed per base bus day. Please extend that price out for the number of routes per day by bus size and for the number of days per year. The results in Column (4) should be summed to give the total annual home-to-school base cost **(A)**.

PRICE PER HOUR IN EXCESS OF BASE HOURS:					
Bus Size (Psgrs)	**COLUMN (1) Price per hour**	**COLUMN (2) Excess hours per day**	**COLUMN (3) Estimated Bus days per year**		**Annual excess hourly cost (1x2x3)**
01 - 20	$ 56.87	x 0	x180	=	-
01 - 20 WC*	$ 56.87	x 0	x180	=	-
21 - 30	$ No bid	x	x180	=	-
21 - 30 WC	$ No bid	x	x180	=	-
31 - 42	$ No bid	x	x180	=	-
43 - 54	$ No bid	x	x180	=	-
55 - 72	$ No bid	x	x180	=	-
73 - 89	$ No bid	x	x180	=	-
Total Annual Cost of Excess		Hours	(B)	$	-

PRICE PER MILE IN EXCESS OF BASE MILES:					
Bus Size (Psgrs)	**COLUMN (1) Price per mile**	**COLUMN (2) Excess miles per day**	**COLUMN (3) Estimated Bus days per year**		**Annual excess cost for additional miles (1x2x3)**
01 - 20	$ -	x 0	x180	=	-
01 - 20 WC*	$ -	x 0	x180	=	-
21 - 30	$ No bid	x	x180	=	-
21 - 30 WC	$ No bid	x	x180	=	-
31 - 42	$ No bid	x	x180	=	-
43 - 54	$ No bid	x	x180	=	-
55 - 72	$ No bid	x	x180	=	-
73 - 89	$ No bid	x	x180	=	-
Total Annual Cost of Excess		Miles	(C)	$	-

Total Annual Home-to-School Cost	[(A)+(B)+(C)]	$ 1,629,028.80

* **Bidder shall differentiate and separately list any variations in costs between buses transporting non-severely handicapped pupils and severely handicapped pupils.**

PROPOSAL FORM - Additional Transportation Services (Burbank USD)

Scheduled Home-To-School Transportation

Bus Capacity	Minimum Flat Rate*	or	Rate Per Bus Hour	plus	Rate Per Bus Mile
01 - 20	$ 617.21		$ 77.15		$ No bid
21 - 30	$ 638.85		$ 79.86		$ No bid
31 - 42	$ No bid		$ No bid		$ No bid
43 - 54	$ No bid		$ No bid		$ No bid
55 - 72	$ No bid		$ No bid		$ No bid
73 - 89	$ No bid		$ No bid		$ No bid

*** Minimum Flat Rate is based on an eight (8) hour day, Monday - Friday, non-holiday.**

Field Trip, Athletic, and Extra-Curricular Transportation

Bus Capacity	Minimum Flat Rate*	or	Rate Per Bus Hour	plus	Rate Per Bus Mile
01 - 20	$ No bid		$ No bid		$ No bid
21 - 30	$ No bid		$ No bid		$ No bid
31 - 42	$ No bid		$ No bid		$ No bid
43 - 54	$ No bid		$ No bid		$ No bid
55 - 72	$ 774.89		$ No bid		$ No bid
73 - 89	$ No bid		$ No bid		$ No bid

*** Minimum Flat Rate is based on an eight (8) hour day, Monday - Friday, non-holiday.**

Supplemental Price Schedule

Field Trip, Athletic, and Extra-Curricular Transportation

Bus Capacity	Base Price per Bus 3 Hrs per Day (min)	or	Rate Per Bus Hour	plus	Rate Per Bus Mile
55 - 72	$ 373.87		$ -		No Bid

* Base Rate is based on an three (3) hour day, Monday - Friday, non-holiday. Excess hourly rate over 3 hours is $82.25.

Bus Capacity	Base Price per Bus 4 Hrs per Day (min)	or	Rate Per Bus Hour	plus	Rate Per Bus Mile
55 - 72	$ 421.43		$ -		No Bid

* Base Rate is based on an four (4) hour day, Monday - Friday, non-holiday. Excess hourly rate over 3 hours is $82.25.

Monitor Rate

Base Price per Monitor - 4 Hrs per Day	$	108.16
Excess Hourly Rate - exceeds 4 Hrs	$	27.04

Non-conforming Van Rate

Base Price per Route - 4 Hrs per Day	$	250.00
Excess Hourly Rate - exceeds 4 Hrs	$	35.00

* None school bus with 6 to 8 passengers.

Burbank Unified School District
1900 West Olive Avenue
Burbank, California 91506-2460
(818) 729-4573
Debbie Kukta
Assistant Superintendent, Administrative Services

March 16, 2020

ADDENDUM #1 TO RFP #1920-025
PUPIL TRANSPORTATION SERVICES

This addendum must be signed and returned with the RFP as proof that you received it. Please make a copy for your records.

Company Name First Student, Inc.

Address: 600 Vine St. Suite 1400, Cincinnati, OH 45202

By: Claire Miller (Claire Miller)

Title: SVP of Strategy, Business Development, Marketing & Communications

Date: 2 April 2020

Amendments to RFP #1920-025, as follows:

1. The District will decrease the Employer's Liability insurance requirement from $3,000,000 to $1,000,000.
2. Abuse and Molestation Coverage can be a standalone policy rather than part of the employer's liability policy.
3. The District will add a Force Majeure article to the agreement as such:

> ***Force Majeure.*** *CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo , rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment , materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CON TRACTOR, when satisfactory evidence thereof is presented to the DISTRICT.*

NOTE: All other terms and conditions of RFP #1920-025 remain in effect.

Burbank Unified School District
1900 West Olive Avenue
Burbank, California 91506-2460
(818) 729-4573
Debbie Kukta
Assistant Superintendent, Administrative Services

March 16, 2020

ADDENDUM #2 TO RFP #1920-025
PUPIL TRANSPORTATION SERVICES

This addendum must be signed and returned with the RFP as proof that you received it. Please make a copy for your records.

Company Name First Student, Inc.

Address: 600 Vine St. Suite 1400, Cincinnati, OH 45202

By: Claire Miller (Claire Miller)

Title: SVP of Strategy, Business Development, Marketing & Communications

Date: 2 April 2020

Due to the recent heightened awareness of the Coronavirus (COVID-19), Burbank Unified School District in an abundance of caution and in accordance with the Governors most recent directives will be closed until March 30, 2020. As a result, the District wants to ensure that all prospective respondants have ample time to properly prepare their responses and have the time to ask questions and receive responses in a timely manner.

The revised due date, time and location your proposals must be received by is:

APRIL 15, 2020 AT 2:00 PM
1900 W. Olive Ave.
Burbank Ca. 91506

NOTE: All other terms and conditions of RFP #1920-025 remain in effect.

Burbank Unified School District
1900 West Olive Avenue
Burbank, California 91506-2460
(818) 729-4573
Debbie Kukta
Assistant Superintendent, Administrative Services

April 8, 2020

ADDENDUM #3 TO RFP #1920-025
PUPIL TRANSPORTATION SERVICES

This addendum must be signed and returned with the RFP as proof that you received it. Please make a copy for your records.

Company Name First Student, Inc.

Address: 600 Vine St. Suite 1400, Cincinnati, OH 45202

By: Claire Miller (Claire Miller)

Title: SVP of Strategy, Business Development, Marketing & Communications

Date: 4/9/2020

Due to the recent heightened awareness of the Coronavirus (COVID-19), Burbank Unified School District in an abundance of caution and in accordance with the Governors most recent directives will be closed through the end of the school year. As a result, the District will accept digital submissions of proposals. The due date remains the same.

Digital proposals must be received by:

APRIL 15, 2020 by 2:00 PM

NOTE: All other terms and conditions of RFP #1920-025 remain in effect.

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:	Rick Vonk, Interim Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	June 4, 2020
SUBJECT:	Ratification of Agreement with Blackboard Inc. for Teacher Communication Module (General Fund)

Background:
On December 20, 2018, the Board of Education approved an agreement with Blackboard Inc. for web hosting, mobile app and parent notification services through June 30, 2022.

Discussion/Issues:
The COVID-19 pandemic resulted in student/teacher online education and distance learning. The District found it helpful to purchase the Teacher Communication Module service with Blackboard Inc., giving every teacher an account allowing them to email, text and send recorded phone calls to students and their parents in their classrooms.

Fiscal Impact:
Please see the attached proposal and cost breakdown. There was a one-time setup and training fee of $500 and an annual cost of $11,250, for a total cost of $11,750.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and Blackboard Inc., for Teacher Communication Module, not to exceed $11,750 (01.0-00000.0-00000-72000-5840-7401000) (General Fund), effective April 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

DocuSign Envelope ID: F3E6ABDF-79AE-42F8-8090-ED5A9AFFE213

VOID IF EXECUTED AFTER: March 31, 2020
CUSTOMER: Burbank Unified School Dist

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Burbank Unified School Dist** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In Process

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)
15000	BC-MN-TAPP	TEACHER COMMUNICATION	01-Jul-2020 - 30-Jun-2021	$11,250.00
1	BC-MN-IMPL-TAPP	IMPLEMENTATION: TEACHER COMMUNICATION	01-Apr-2020 - 30-Jun-2021	$500.00
			Total	**$11,750.00**

B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: April 01, 2020

DocuSign Envelope ID: F3E6ABDF-79AE-42F8-8090-ED5A9AFFE213

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. The parties agree that the fees indicated above shall be invoiced in 2 installments, as indicated below:

04-01-2020	$500.00
07-01-2020	$11,250.00

3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

In Process

DocuSign Envelope ID: F3E6ABDF-79AE-42F8-8090-ED5A9AFFE213

Sales Approved:	Chris Prince
Initial:	DS CP

Customer: Burbank Unified School Dist	Blackboard Inc.
Signature:	Signature:
Name:	Name: Bill Jones
Title:	Title: Deputy General Counsel
Date:	Date: March 18, 2020

In Process

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below and attach or send PO to Operations@blackboard.com

PO Number:	PO Amount:
Attach PO (Optional):	Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name:	Email:
2. Name:	Email:
3. Name:	Email:

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:	Rick Vonk, Interim Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	June 4, 2020
SUBJECT:	Approval of Renewal of Agreement with DocStar for Document Management System (General Fund)

Background:
On August 20, 2015, the Board of Education approved a Ratification of Agreement for Professional Services with Astria Solutions Group, LLC aka DocStar.

Discussion/Issues:
The District has been using DocStar document archiving and management software since 2010. The system is used primarily by the Superintendent of Schools, Administrative Services and Human Resources Services to archive and index digital documents for long-term retention. In 2015 the Board of Education approved a five-year agreement with DocStar, extending support through July 23, 2020.

The District would like to renew the agreement with DocStar for document archival and management services.

Fiscal Impact:
There is a one-time cost of $8,100 upgrading DocStar from version 3 to the new DocStar ECM platform. This is a required upgrade. The DocStar Softcare maintenance and support with a five-year term is $12,195. The total cost is $20,295.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of agreement between Burbank Unified School District and DocStar for Document Management Services, not to exceed $20,295 (01.0-00000.0-00000-77000-5840-7731000) (General Fund), effective June 5, 2020 through July 31, 2025, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

DocStar® Statement of Work Order Form
and
Description of the Professional Services

This Statement of Work (this "SOW"") [is by and between DocStar, a division of Epicor Software Corporation ("DocStar") and Burbank Unified School District ("Burbank Unified School District" or "Customer"), and] is subject to the DocStar Master Customer Agreement applicable to the Software or SaaS Services to which this Statement of Work applies, available at https://www.docstar.com/company/customer-agreements.

Objectives:
Burbank Unified School District currently uses the DocStar v3.14 Document Management Software and would like to upgrade to the DocStar Enterprise Content Management and Process Automation Software ("DocStar ECM"), deployed on-premises. This project will consist of the conversion of up to 230 GBs of DocStar v3.14 Images and index data to DocStar ECM and customizing the DocStar ECM application based on the Burbank Unified School District use case.

Deliverables and Tasks:

1. Install DocStar ECM software on customer provided server and operating system software
2. Migrate DocStar v3.x Data to DocStar ECM (This will consist of up to 230GB worth of images)
3. Install the DocStar ECM client on one (1) scan station
4. Create users and security classifications
5. Create nineteen (19) DocStar ECM Content Types/basic workflows that match the existing templates
6. Provide user and admin training

Requirements:

1. Appropriate Customer supplied hardware and software environment installed and ready to configure at the time of project commencement. Please see Exhibit I for the system specifications.
2. Customer supplied hardware and software environment must be patched with the latest updates (Service Packs and Critical Windows Updates) for Windows Server and for any MS SQL Server or additional charges may apply.
3. Data Transfer:
   - As long as there is sufficient hardware and network resources, the images, index information and the DocStar v3.x database will be transferred locally between the original server where DocStar v3.x software was installed and the new server where DocStar ECM software will be installed.
4. Once the conversion process starts (the DocStar v3.x backup has been created) no additional documents should be added to the DocStar v3.x software. Any changes made after the conversion process starts will not be included the migration of the DocStar v3.x data to DocStar ECM.
5. All documents in the Inbox should be completely filed before the start of this project.
6. Recycle bin should be empty before the start of this project.

Disclaimer:
Certain items currently do not convert from DocStar v3.x to DocStar ECM. These include:

- Documents imported via the DocStar v3.x COLD module
- EPM/Authentidate information
- Document packages stored in DocStar v3.x PackageWorks
- Workflows (may be manually recreated)
- Approvals
- Audit Trail information

- ReportWorks reports (may be manually recreated)
- Records Management (Categories convert, but policies need to be rebuilt)
- Virtual Cover Sheets (no conversion, need to rebuild)
- Image/Text Stamps (no conversion of stamp editor, need to rebuild)

Project Assumptions and Customer Obligations:

- Customer acknowledges that it has obtained all of the required equipment, software and licenses as required for this project. The system requirements are detailed in Exhibit I attached hereto.
- Customer warrants that its existing infrastructure and hardware configuration is sufficient to support their current environment.
- Appropriate network access to systems will be required. In some cases, this may require Customer to grant access through internal firewalls.
- Customer agrees to provide DocStar consultants with adequate and appropriate working accommodations while onsite as well as access to Customer's servers, applications, data, and internet as may be required to complete the Professional Services.
- Access by DocStar representatives to Customer's facilities and resources may be monitored and audited at Customer's discretion.
- Customer agrees to allow DocStar representatives full administrative access, as necessary, to the DocStar Server and associated Servers as may be required to complete this engagement.
- Customer agrees to commit a technical resource, as may be needed, to provide DocStar with the assistance required to complete the Deliverables.
- Customer agrees to provide project team members with suitable business expertise, technical expertise and decision-making authority to ensure efficient project progress.
- Customer acknowledges that its Project Manager has met with other department managers to discuss the use of DocStar for configuration and training purposes, as necessary.
- Customer agrees to have resources available to discuss and assist implementation of configuration, as necessary.
- Customer agrees to make available standard travel and expense guidelines prior to contract commencement, if applicable.

Description of Other Intellectual Property (customized Code (the "Work")):
None

Not Included:
Any item not described within this document.

Expiration:
This offer for a Statement of Work is deemed void if not signed by June 26, 2020.

Fees:
The following rates, fees and estimates shall apply:

Item Description	Days	Price
DocStar v3.x Data Conversion to DocStar ECM	2	$3,600.00
Training (User and Admin)	.5	$ 900.00
Project Management	.5	$ 900.00
Solution Discovery	.25	$ 450.00
Software Implementation – DocStar ECM	.5	$ 900.00
Workflow Application Design, Testing, and Implementation	.75	$1,350.00
Professional Services Total in USD	**4.50**	**$8,100.00**

The Professional Services will be performed in accordance with a mutually agreed upon schedule. Projects are scheduled based upon availability of qualified DocStar resources.

The DocStar resources that will be involved in the project will include a DocStar Project Manager and/or DocStar Consultant(s) with access to other resources, on an as needed basis. The DocStar Project Manager will assist with the project planning and project management activities. The DocStar Consultant(s) will perform the deliverable and task activities leveraging such resources as needed. With Customer's approval, DocStar may also involve a "consultant-in-training", free of charge, for observation or training purposes.

Upon execution of this Statement of Work Order Form the parties will create a timeline based upon Customer's requirements and the availability of DocStar resources. At such time DocStar will assign a Project Manager to the project.

Customer understands and accepts that DocStar may augment its professional services staff with qualified consultants provided by a certified business partner or certified subcontractor of DocStar.

Unless otherwise agreed in writing, the standard professional services daily rate is $1,800.00/day for professional services scheduled and performed between the hours of Monday-Friday 8:30am to 8:00pm Eastern time, excluding holidays. Professional services requested to be performed outside of these normal hours shall be billable at a professional services daily rate of $2,700.00.

The cost estimates set forth are prepared in good faith for Customer's planning and budgeting purposes based upon the information available to DocStar as of the date prepared. Changed assumptions or circumstances, changes in the objectives or scope of the project, and/or new information acquired during the course of the engagement, may require additional effort on the part of DocStar that may result in additional fees. If Customer or DocStar become aware of circumstances that are likely to cause the Fees detailed herein to be exceeded, the change order process described herein will be promptly initiated, and the parties will negotiate a mutually acceptable change order modifying the deliverables and tasks and/or the associated cost estimates.

Travel and other expenses are not included in this proposal and will be billed separately. Customer agrees to reimburse DocStar for its reasonable and actual out-of-pocket costs and expenses incurred in connection with the performance of the Deliverables, including, without limitation (a) actual travel expenses incurred by DocStar employees in accordance with DocStar's corporate travel policy, (b) time related to travel (flight time, travel to airport, gate waiting time, etc.) billed at ½ time and (c) data communications costs (if project development and implementation at a site remote to Customer are requested). Typical travel and other expenses include the following:

Expense Type	Amount
Material & Expenses	Actual
Meals Per diem	$50.00/Day (USD) in the United States $70.00/Day (USD) outside the United States
Mileage	Mileage will be reimbursed at the standard Mileage Rate established by the IRS in effect at the time the mileage is incurred
Car Rental	Actual
Airport Parking/Taxi/Hotel/Other	Actual
Airfare	Actual

Out-of-Pocket Expense Guidelines

DocStar attempts to minimize out-of-pocket expenses associated with the delivery of professional services to Customers, and generally abides by the following guidelines when incurring such expenses:

- Airline fares will be in coach or "Y" class fares, however, whenever possible DocStar will purchase discounted rates that may be available.
- Car rental will be no greater than a midsize car and will not exceed seventy dollars ($70.00) per day.
- Meals will be billed at and will not exceed the flat per diem rate listed and receipts will not be provided. During travel days, the full per diem rate shall also apply.
- Lodging shall be done in standard hotel rooms unless otherwise agreed to by the customer. DocStar shall seek competitive lodging rates and shall attempt to take advantage of any special discounts, which may be negotiated by Customer at local hotels.
- If DocStar alters its travel arrangements due to a mutual agreement between Customer and DocStar to conclude an engagement ahead of schedule, such as when the goals have been achieved and no further billable activities are required, then the Customer shall pay for any resulting airline and/or hotel fees or penalties.

Cancellation Policy (Onsite Engagements)

Scheduling of the Professional Services shall be agreed upon by all parties at least 21 calendar days prior to the requested date(s). Customer acknowledges that DocStar schedules our consultants in advance and will incur significant costs, including the downtime of those consultants, if DocStar is not able to re-schedule them when Customer cancels scheduled Services. Therefore, if Customer cancels a scheduled onsite engagement (or portion thereof) it will pay to DocStar a cancellation fee as determined below:

Notice Furnished Prior to the Scheduled Start Date	Cancellation Fee Amount (based on the contracted daily rate)
21 or more days	No cancellation fee
20 to 15 days	33% of the hours scheduled
14 to 8 days	66% of the hours scheduled
7 or fewer days	100% of the hours scheduled

Cancellation Policy (Remote Engagements)

Scheduling of the Professional Services shall be agreed upon by all parties at least 5 calendar days prior to the requested date if requested date should be a weekday (Monday – Friday) and 10 calendar days prior to requested date(s) for all other requests. If Customer cancels an engagement (or portion thereof) within 48 hours of the scheduled time, Customer will pay DocStar a cancellation fee in an amount equal to the rate otherwise payable for the scheduled hours at Customer's contracted rate. The same cancellation will apply if Customer fails to attend or is otherwise unable to complete the scheduled remote/web engagement. If Customer fails to attend or is more than 10 minutes late to a scheduled status call with the DocStar project manager, Customer will be charged a minimum of 30 minutes in addition to any DocStar prep time incurred in advance of the call.

Change Orders

The parties may at any time, by mutual agreement, modify the objectives, the assumptions, and the description of the Deliverables and/or the cost estimates. All change orders must be in writing and signed by both parties. Unless the parties otherwise agree in writing, Customer shall pay DocStar on a time and materials basis at the then current

rates for any effort expended toward accomplishing any modification of this Statement of Work in accordance with an executed change order.

Customer Contact:

CUSTOMER PRIMARY CONTACT INFORMATION*	
Customer	Burbank Unified School District
Address #1	1900 West Olive Avenue
City, State, Zip	Burbank, CA 91506-2438
Contact	Rick Vonk
Title or Role	Interim Director of Information Technology
Phone	818.729.3404
Email	rickvonk@burbankusd.org

*Note - All logistical correspondence associated with this project shall be made with the individual named above. This contact shall be a Customer authorized representative.

Invoices shall be sent to: Same as above.

Confidentiality

This Statement of Work has been prepared to provide information on DocStar Software and Services and its approach to implementing proprietary DocStar Software or SaaS products. The information contained herein is considered confidential and proprietary and is intended solely for the use in the evaluation of DocStar and its products. The information contained herein shall not be disclosed, in whole or part, to any third party including other employees not participating in the review or performance of this SOW. The data shall be maintained with the same degree of care Customer uses to maintain its own confidential information.

IN WITNESS WHEREOF, the parties have caused this Statement of Work Order Form to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to exercise this Agreement.

DocStar, a division of Epicor Software Corporation	**Burbank Unified School District**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit I
Minimum Requirements

DocStar ECM Software

Consolidated Single Server (Application-Web/Database/Storage Server)

- Microsoft Windows Server 2012 R2/2016 (Standard or Datacenter Edition)
- Microsoft SQL Server 2012/2014/2016/2017 (Standard or Enterprise Edition)
- Microsoft Internet Information Server (IIS) 8.5/10.0
- Intel I7 2.0 GHz Dual-Core Processor or better (2.0 GHz Quad-Core Processor recommended)
- 16GB RAM or better (32GB RAM recommended)
- 500 GB Hard Disk or better (1TB SSD Hard Disk recommended) - Required storage space may vary significantly depending on volume and document retention requirements (off-site backup strongly recommended)

Application/Web Server (if distinct server vs. consolidate)

- Microsoft Windows Server 2012 R2/2016 (Standard or Datacenter Edition)
- Microsoft Internet Information Server (IIS) 8.5/10.0
- Intel I7 2.0 GHz Dual-Core Processor or better (2.0 GHz Quad-Core Processor recommended)
- 16GB RAM or better (32GB RAM recommended)
- 500GB Hard Disk or better (1TB SSD Hard Disk recommended) - Required storage space may vary significantly depending on volume and document retention requirements (off-site backup strongly recommended)

Database Server (if distinct server vs. consolidate)

- Microsoft Windows Server 2012 R2/2016 (Standard or Datacenter Edition)
- Microsoft SQL Server 2012/2014/2016/2017 (Standard or Enterprise Edition)
- Microsoft Distributed Transaction Coordinator (MSDTC) for SQL Server
- Intel I7 2.0 GHz Dual-Core Processor or Better (2.0 GHz Quad-Core Processor recommended)
- 16GB RAM or better (32GB RAM recommended)
- 500GB Hard Disk or better (1TB SSD Hard Disk recommended) - Required storage space may vary significantly depending on volume and document retention requirements (off-site backup strongly recommended)

Storage Server (if distinct server vs. consolidate)

- Microsoft Windows Server 2012 R2/2016 (Standard or Datacenter Edition)
- Intel I7 2.0 GHz Dual-Core Processor or better (2.0 GHz Quad-Core Processor recommended)
- 16GB RAM or better (32GB RAM recommended)
- 500GB Hard Disk or better (1TB SSD Hard Disk recommended) – Required storage space may vary significantly depending on volume and document retention requirements (RAID 5 with off-site backup strongly recommended)

Workstation (Scan)

- Windows 8.1 64-bit, Windows 10 Professional/Enterprise, Windows Server 2008 64-bit SP2/R2, Windows Server 2012 R2/2016
- Intel I5 2.0 GHz Dual-Core Processor or better (2.0 GHz Quad-Core Processor recommended)
- 8GB RAM or better (16GB RAM recommended)
- 256GB Hard Disk or better (500GB SSD Hard Disk recommended)
- Designed for 1280 x 1024 resolution or higher; 16-bit color
  Note: 64-bit operating systems require 64-bit scanner drivers, availability of which may be limited.

Workstation (User – Non-Scanning)

- Windows 7 32/64-bit, Windows 8.1 32/64-bit, Windows 10 Professional/Enterprise, Windows Server 2008 32/64-bit SP2/R2, Windows Server 2012 R2/2016
- Intel I3 2.0 GHz Dual-Core Processor or better
- 8GB RAM or better (16GB RAM recommended)
- Designed for 1280 x 1024 resolution or higher; 16-bit color

Web Browsers

- Microsoft Internet Explorer 11
- Microsoft Edge 42 or higher
- Mozilla Firefox v32 or higher
- Google Chrome 39 or higher
- Apple Safari 6 on Macintosh or higher

Tablets

- Apple iPads (Safari for iOS 7 or higher) no client
- Android Devices (Chrome for Android 4.x) no client

Smartphones (limited use due to limited screen size)

- Apple iPhone (Safari for iOS 7 or higher) no client
- Android phones (Chrome for Android 4.x) no client

DocStar IDC Software

Intelligent Data Capture Server (if applicable)

- Microsoft Windows Server 2012 Standard and appropriate Client Access Licenses (CALs)
- Intel I7 2.0 GHz Quad-Core or better (Dual Xeon Quad-Core (eight cores total) recommended)
- 16GB RAM or better (32GB RAM recommended)
- 500GB Hard Disk or better (1TB SSD Hard Disk recommended) - Required storage space may vary significantly depending on volume and document retention requirements (off-site backup strongly recommended)

Intelligent Data Capture Database Server (if applicable) (Can be shared with DocStar ECM)

- Microsoft Windows Server 2012 R2/2016 (Standard or Datacenter Edition)
- Microsoft SQL Server 2012/2014/2016 (Standard or Enterprise Edition)
- Microsoft Distributed Transaction Coordinator (MSDTC) for SQL Server
- Intel I7 2.0 GHz Dual-Core Processor or Better (2.0 GHz Quad-Core Processor recommended)
- 16GB RAM or better (32GB RAM recommended)
- 500GB Hard Disk or better (1TB SSD Hard Disk recommended) - Required storage space may vary significantly depending on volume and document retention requirements (off-site backup strongly recommended)

Intelligent Data Capture Workstation (if applicable)

- Windows 7 32/64-bit, Windows 8.1 32/64-bit, Windows Server 2012 R2/2016, Windows 10 Professional/Enterprise
- Intel I5 2.0 GHz Dual-Core Processor or better (2.0 GHz Quad-Core Processor recommended)
- 16GB RAM or better (32GB RAM recommended)
- 256GB Hard Disk or better (500GB SSD Hard Disk recommended)
- Designed for 1920 x 1080 resolution or higher; 16-bit color
  Note: *64-bit operating systems require 64-bit scanner drivers, availability of which may be limited.*

Web Browsers

- Microsoft Internet Explorer 11
- Microsoft Edge 42 or higher
- Mozilla Firefox v32 or higher
- Google Chrome 39 or higher
- Apple Safari 6 on Macintosh or higher

Tablets

- Apple iPads (Safari for iOS 7 or higher) no client
- Android Devices (Chrome for Android 4.x) no client

Smartphones (limited use due to limited screen size)

- Apple iPhone (Safari for iOS 7 or higher) no client
- Android phones (Chrome for Android 4.x) no client

May 6, 2020

Debbie Kukta
Assistant Superintendent, Administrative Services
Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506-2438

Dear Ms. Kukta:

This letter agreement (the "Agreement") describes the agreement between Burbank Unified School District ("Customer" or "Licensee") and DocStar, a division of Epicor Software Corporation ("Licensor" or "DocStar") relating to the licensing of the DocStar ECM Software and Customer's request to reduce the number of licenses in use.

Customer, to reflect its current use requirements for software licenses has requested, and DocStar has agreed, to modify its perpetual software licenses as described below (the difference in the quantity of licenses described below in the "From" section and the "To" section is defined as the "Surrendered Licenses"):

Current Configuration

Description	From Qty	To Qty
DocStar ECM Concurrent Users	26	5
Barcode Recognition Station Licenses (1D)	6	6
DataLink Module	1	1

The Surrendered Licenses

Description	Qty
DocStar ECM Concurrent Users	21

New License Configuration:

Description	Qty
DocStar ECM Concurrent Users	5
Barcode Recognition Station Licenses (1D)	6
DataLink Module	1

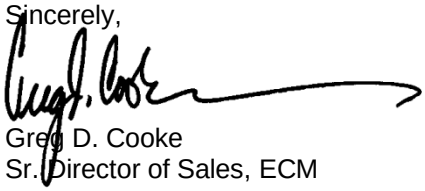
The New License Configuration described above will be used as the basis for calculating your annual SoftCare Software Assurance and Support subscription.

DocStar.
a division of Epicor Software Corporation
2165 Technology Drive • Schenectady, NY 12308
518.836.2700 • 800.367.5906 • www.docstar.com

Licensee agrees that any Surrendered Licenses shall be permanently and forever terminated thirty (30) days after the date of Licensee's signature below and any license fees paid shall be non-refundable. Further, such license modification is permanent and cannot be reversed. Use of the software is governed by the DocStar Software License Master Customer Agreement available at: https://www.docstar.com/company/customer-agreements (the "Agreement").

Should you have any questions, please contact me at 719.488.9172 or via email at gcooke@docstar.com

Sincerely,



Greg D. Cooke
Sr. Director of Sales, ECM

cc: Mary Bartlett, Sales Coordinator
Dean Hillery, Territory Manager

AGREED AND ACCEPTED:

Licensee: Burbank Unified School District

_____	____/____/____
Authorized Signature	Date
_____	_____
Name	Title

DocStar.
a division of Epicor Software Corporation
2165 Technology Drive • Schenectady, NY 12308
518.836.2700 • 800.367.5906 • www.docstar.com

SOFTCARE ORDER FORM

DocStar
a division of Epicor Software Corporation
2165 Technology Drive
Schenectady, NY 12308
(518) 836-2700 (p)
(518) 347-1675 (f)
www.docstar.com

Email to: salesadmin@docstar.com

Date: 5/6/2020 **PO #**

Valid Thru: **Payment Terms:** Net 30

Customer Billing Contact Information:

Company Name: Burbank Unified School District

Address: 1900 West Olive Avenue

SoftCare Agmt #:

City, State ZIP: Burbank, CA 91506

Contact Name: Rick Vonk

Email: rickvonk@burbankusd.org

Phone: (818) 729-3404

DocStar Contact: Mary Bartlett

Phone: 518-836-2771

Email: mbartlett@docstar.com

*** quote is valid after the License Translation form and License Surrender form has been accepted, signed, and returned for conversion**

SoftCare Software Assurance and Support Benefits:

1. SoftCare subscribers are entitled to receive all major releases, updates and upgrades to the latest release of DocStar products in use.
2. SoftCare subscribers receive quality and timely technical support for product related issues or questions. Support is available from 8:30am-8pm EST
3. SoftCare subscribers receive access to valuable online training. For more information, please visit: http://www.docstar.com/training
4. SoftCare subscribers are entitled to the DocStar Rebound™ business continuity service at an affordable, incremental subscription

LINE:	DESCRIPTION:	Qty	Unit Price	RENEWAL PRICE
1	199-40790 - MNT, DocStar ECM Concurrent Users	5	$ 339.00	$1,695.00
2	199-40793 MNT, DocStar ECM DataLink	5	$ 30.00	$150.00
3	199-4080 MNT, DocStar ECM Barcode Recognition (1D)	6	$ 99.00	$594.00
				$0.00

Please apply Sales Tax 0.000% $0.00

Annual Renewal 8/1/20-7/31/21	$2,439.00
3 Year renewal 8/1/20-7/31/23	$7,317.00
5 Year renewal 8/1/20-7/31/25	$12,195.00

All payments should be submitted to:

EPICOR
Epicor Software Corporation
P.O. Box 204768
Dallas, TX 75320-4768
Tax ID# is 45-1478440

DocStar™ SoftCare Software Assurance and Support

SoftCare Order Agreed and Accepted: (Please email to: SalesAdmin@docstar.com)

Please accept this signed order form as formal notification and acceptance of our binding purchase of the annual SoftCare Software Assurance and Support subscription as detailed herein. All payments should be submitted to "Epicor Software Corporation" at the address detailed above. All payments are non-refundable.

Signature:	**Date:**
Print Name:	**Title:**

SoftCare™

DocStar Software Assurance and Support Agreement

This SoftCare Software Assurance and Support Agreement (the "Agreement") is between the Licensee as set forth in SoftCare Order Form attached hereto and incorporated herein by reference ("Licensee", "Customer" or "You") and DocStar, a division of Epicor Software Corporation ("DocStar").

1. If You have subscribed and paid the applicable fee(s) for annual SoftCare Software Assurance and Support, DocStar will maintain the Software in an operable condition according to the specifications contained in the Documentation and will make available to You all generally incorporated improvements and enhancements prepared by DocStar, and otherwise maintain the Software in accordance with DocStar's standard software assurance procedures.

2. The applicable Fee is set forth in the SoftCare Order Form attached hereto (the "Fee"). Additional licensed software purchased will be priced at the standard annual SoftCare Software Assurance and Support Fee is twenty percent (20%) of the then current suggested retail price of the licensed software.

3. The licensed software covered under this Agreement is set forth on the SoftCare Order Form attached hereto.

4. The Initial Term of this Agreement shall be twelve (12) months from the date of the delivery of the licensed software and shall be renewable by You under the same terms and conditions set forth herein. For as long as the applicable fee has been received or unless canceled by either party by written notice no less than thirty (30) days prior to the end of the existing term, the term for SoftCare shall automatically extend for one (1) year.

5. The Fee shall be payable by You on an annual basis pursuant to DocStar's invoice. You shall pay all Fees pursuant thereto that are not the subject of a good faith dispute, within thirty (30) days of receipt of such invoice. The Fee may be subject to annual adjustment by DocStar. All payments for SoftCare are non-refundable.

6. DocStar shall provide, on a timely basis and without additional charge or fee, the Customer with all major and minor releases or updates of the software covered by this Agreement which are released during the term of this Agreement. The Fee shall not entitle You to receive any modifications or updates of the Software, which are requested by You to further enhance the Software or other customization that may be provided for under separate agreement by DocStar.

7. DocStar will provide support to You, in the form of telephone or e-mail, to evaluate and assist in the resolution of problems related to your use of the licensed software covered by this Agreement. An individual call may be limited to one (1) hour in duration. It is the responsibility of the Customer to provide for support and configuration of all other hardware and software (including operating system software as may be required) associated with the DocStar system. The following support services, as may be changed from time to time, will be provided in support of the software covered under this Agreement:

a. Telephone Support. DocStar will provide direct telephone support from Monday through Friday, 8:30am to 8:00pm Eastern (EST) time (holidays excepted). DocStar's direct telephone support number is 866.243.2240. Any on-site assistance by DocStar is not covered under this Agreement. On-site assistance can be arranged at the then current published daily rate plus any travel related expenses.
b. Email Support. Incidents may be submitted via Email addressed to support@docstar.com
c. Support Portal. Access to DocStar's secure customer Support Portal at: http://support.docstar.com/portal/
d. Developer Support. Support for application development efforts using the DocStar Software Development Kit (SDK) and other DocStar integration tools.
e. Knowledge Base. Access to DocStar's technical Knowledge Base via web access.
f. Access to FTP Site. Access to DocStar's secure file transfer site to download drivers, patches utilities, etc.
g. Remote Access and Support. Access to remote access and support services, with your expressed permission, to assist with remotely troubleshooting issues on your DocStar system.
h. Online Training. Access to Customer training offerings available via the DocStar Training Center website at: http://www.docstar.com/training at no additional fee.

8. DocStar will use commercially reasonable efforts to respond to any critical software issue within two (2) hours from the time of the initial contact with DocStar and exercise diligent efforts to fix such critical issues in a timely fashion. A critical issue is defined as the DocStar system being down and non-operational. DocStar will respond to any non-critical software issue within one business day.

9. Should your SoftCare coverage expire, You may reactivate your coverage, with the prior written consent of DocStar, at any time after its expiration as provided above, by payment to DocStar of the Fee then in effect. DocStar may at its discretion, refuse to allow such reactivation of support or charge a reactivation fee. Fees for reinstatement of lapsed coverage shall be charged in accordance with DocStar's policy for reinstatement fees in effect on the date of such reinstatement and shall include, at a minimum, that SoftCare be paid retroactively from the original date of expiration and would equate to the sum of the coverage for the number of months from the original date of expiration to the reinstatement date AND the standard 12-month coverage starting on the reinstatement date.

10. DocStar shall publish from time to time its regular charges for professional services deliverables, customized training, custom software development, and other services not covered under its software assurance and support programs. You may request that DocStar provide such special services (Examples would include migrating the DocStar softare installation from one server to another, custom configurations, customized training, etc.) and DocStar will provide a quotation for any appliable fees for such services. A separate services agreement will be required to cover such additional services.

11. DocStar will use commercially reasonable efforts to provide corrections or workaround solutions for any problem or issue reported and determined to be in the Software or the documentation at no cost to Licensee for the term of this Agreement. While it is DocStar's goal to provide an acceptable resolution for incoming problems/issues and incidents, DocStar cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved or addressed.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, DOCSTAR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. DOCSTAR DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

If DocStar fails to fulfill its obligations under this Agreement, Licensee's sole and exclusive remedy is the right to terminate this Agreement immediately for the affected Software.

IN NO EVENT SHALL DOCSTAR BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT DOCSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. SoftCare Software Assurance and Support services are provided subject to the terms and conditions of the then current DocStar End User Software License Agreement. Licensee may only use the type and number of copies of the Software, users, modules, data, web services, and documentation for which the appropriate license fees have been paid to DocStar and in accordance with the DocStar End User Software License Agreement, and the licensed configuration on file with DocStar. Licensee may not assign the rights granted hereunder, or any of them, without the prior written consent of DocStar.

13. This Agreement is governed by and construed in accordance with the laws of the State of New York without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

14. This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

Last Update: 05.09.2017

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BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources Services
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources Services
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services with Frontline Technologies is to provide employee absence management and substitute placement to classified and certificated employees during the 2020 – 2021 school year.

Discussion/Issues:
The agreement with Frontline Education will provide District staff with access to the automated employee absence management and substitute placement system via the telephone and via the internet.

The term of the agreement is as follows:

July 1, 2020 through June 30, 2021.

Financial Impact:
The financial impact to the District is $26,226 per year.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2020 through June 30, 2021, not to exceed $26,226 (01.0-00000.0-00000-72000-5840-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

frontline education

INVOICE

Acct #: 16201
#INVUS119879

Burbank Unified School Dist
1900 W Olive Ave
Burbank CA 91506

Start Date: 7/1/2020
Due Date: 7/31/2020

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf.

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2020	6/30/2021	16201 Burbank Unified School Dist	$26,225.04	$26,225.04

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL $26,225.04

TOTAL DUE by 7/31/2020 $26,225.04

Burbank Unified School District
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Leticia Castillo, Supervisor, Human Resources
SUBMITTED BY:	Leticia Castillo, Supervisor, Human Resources
DATE:	June 4, 2020
SUBJECT:	Adoption of Resolution 51 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:
This recommendation has been shared with a representative from the California School Employees Association (CSEA), Chapter 674

There is one position being recommended for elimination:

- There is one 2 ½ hr/day Instructional Assistant-Severely Impaired position at Horace Mann being recommended for elimination due to lack of work. This position is 1:1 and per IEP, the student no longer needs the support. This position is funded through the following appropriation number, 01.0-333100.0-57300-11100-2110-5083000. The elimination of this position may involve bumping.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 51 for the Elimination or Reduction of Services for Classified positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
June 4, 2020

In the Matter of Layoff of
Classified Employees **RESOLUTION 51**

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

	FTE
Eliminate one Instructional Assistant-Severely Impaired	.3125

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 4th day of June 2020, by the Governing Board of the Burbank Unified School District.

_____
Clerk

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	June 4, 2020
SUBJECT:	Acceptance of Gifts

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

a. The Chuck Lorre Family Foundation wishes to donate to the District $75,000 to be used to pay for expenses and immediate needs associated with the Covid-19 pandemic to include the purchase of wireless hot spots and food items for use as needed throughout the District.

b. The Thomas Jefferson Elementary PTA wishes to donate to the District $3,750 to be used to help pay for expenses associated with arts enrichment programs (photography and clay) at Thomas Jefferson Elementary School.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 4, 2020
SUBJECT:	Amended Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to amend the Final Settlement Agreement for the Special Education Student 960023095 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 960023095 concerning services and/or school placement, a formal settlement agreement was offered on November 13, 2019 to the Parents. Due to the Covid 19 school closures, the settlement needed to be amended. 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 $29,686.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960023095, not to exceed $23,876 (01.0-65000.0-50010-36000-5813-7440000), effective November 13, 2019 through October 30, 2020 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on December 19, 2019 in the amount of $23,876. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the original end date of August 30, 2020 to October 30, 2020 and adds an additional $5,810 to cover additional costs the parents have incurred during school closures, from $23,876 to $29,686.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 4, 2020
SUBJECT:	Amended Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to amend the Final Settlement Agreement for the Special Education Student 960032205 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 960032205 concerning services and/or school placement, a formal settlement agreement was offered on October 24, 2019 to the Parents. Due to the Covid 19 school closures, the settlement needed to be amended. 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:
There is no fiscal impact to the District.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960032205, at no cost to the District, (01.0-65000.0-50010-36000-5813-7440000), effective November 4, 2019 through October 30, 2020 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on November 21, 2019 with no fiscal impact to the District. Due to COVID-19 and school closures, Student was unable to access the agreed upon additional services. This amendment is extending the original end date of July 2, 2020 to October 30, 2020.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 7, 2020

Virtual (Online) Meeting
Burbank, California

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

STUDENT MEMBERS PRESENT:
Zarkis TerPetrossyan, Burbank High School
Maddie Medina, John Burroughs High School
Mario Cordero, Monterey High School

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

1. CALL TO ORDER

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

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

There were no public comments for Closed Session.

2.b Staff Responses

There were no staff comments at this time.

2.c Board Members' Comments and Responses

There were no comments from the Board.

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

3. CLOSED SESSION

3.a Conference With Labor Negotiator, Pursuant to Government Code §54957.6:
Agency Negotiator: Sarah Niemann
Employee Organization: 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 Students 960013446 and 960030317

Confidential Exhibit (OF 28,131)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:00 p.m. Vice President Frintner, led the Pledge of Allegiance.

Rose Garcia, Recording Secretary called for the Roll Call at this time. All Board Members were present.

5. REPORTING ON CLOSED SESSION

President Aghakhanian reported that items 3a through 3e, were for discussion only, with no action taken.

He then announced the passing of District retired employees Gene Costa, Teacher, Alan Kinbara, Maintenance Lead Person, and Instructional/Technology Assistant Cecilie Reily and expressed his condolences to their families and friends. He also announced that the meeting would adjourn in their memory.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of the 2019-2020 Student Board Members

Armond Aghakhanian, President, Board of Education, recognized the 2019-2020 Student Board Members: Sarkis TerPetrossyan, Burbank High School; Maddie Medina, John Burroughs High School; and Mario Cordero, Monterey High School.

President Aghakhanian recognized Student Board Members Sarkis, Maddie, and Mario and wished them well on their future endeavors.

All other Board Members individually thanked the Student Board Members for their leadership at school and the community, for engaging in issues to ensure that student voices were heard, for reporting on

school activities, and for providing feedback as we continue through these troubling times. The Board wished the Student Board Members the best, and noted that they cannot wait to hear about their success in the future and hoped to be able to meet in person in the near future.

9. REPORTS FROM THE BOARD

9.a Student Representatives

Sarkis TerPetrossyan, BHS; Maddie Medina, JBHS; and Mario Cordero, MHS; reported on activities at their respective schools.

Student Board Member TerPetrossyan thanked the Board and staff for recognizing his efforts and noted that he is personally staying strong, as this situation will pass like everything else. He then reported on school activities and thanked the Board and staff for providing the best possible education to students and noted they inspire him to grow as a student and as a human.

Student Board Member Medina thanked the Board and staff for their hard work and dedication and especially all teachers and staff, as she will miss everyone. She had an awesome school year and again thanked the Board and staff for their support and for allowing her to learn how the Board and staff operate.

Student Board Member Cordero also thanked the Board for the opportunity to represent Monterey students and commented on his idea to read to elementary students to earn service hours. He also thanked Kimberley Clark for delivering the beautiful recognition plaques.

Member Ferguson was looking forward to a future coffee meet and requested that staff follow up with Mario regarding distance learning feedback at Monterey High School.

Member Reynolds thanked all the students for supporting their peers and for exhibiting good spirits during these difficult times.

President Aghakhanian was excited for the opportunity to recognize the students, but sad to not be able to recognize them in person.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications

Kimberley Clark, Executive Assistant to the Superintendent, read the following comments:

Kelly Duenckel, Parent and member of various Special Education committees, commented on the Special Education Master Plan report and suggested that her concerns are considered for discussion at the next Special Education Master Plan committee and/or included into the next Special Education Master Plan.

Wendy French, Parent, submitted comments regarding the health risk for both students and teachers to hold normal classes on school campuses and suggested that the APEX program is considered for high school students.

Katherine Roberts, Parent, submitted comments regarding curriculum development methods for independent learning programs for the next school year and for families whom want to delay returning to school buildings upon reopening and not be considered truant, and be allowed to continue learning at home as BUSD students until ready, and suggestions regarding free or low cost programs that satisfy UC a-g requirements, that retain BUSD teacher authority while decreasing individual workloads.

Joel Schlossman, Parent, submitted comments regarding his disappointment that some of his questions are not answered by the Board and staff. He asked questions regarding employee pay, and funding associated with the Stage Tech class to be offered by the Burbank Adult School.

Gina Roland, Parent, submitted comments to reiterate he plea not to completely shut down the Stage Tech program.

Stella Nazarian, submitted comments and a voice mail message regarding the current situation with the Tech Crew Program and respectfully asked that the Board try to find a way to make the budget cuts in a more equitable manner so that one program is not affected disproportionately.

Kimberley Clark also read public comments submitted in support and against the current credit/no credit policy from the following:

Alisa Sabshin, Maribel Martin Del Campo, Michelle Means, Brooke Purdy, Darla Chrysikos, Shelley Bates, Maxwell Sinovoi, Diana Abasta, Saralynne Precht, Jaclyn Khitikian, Debora Matsumoto, John W. Mueller, Mark and Cynthia La Camera, Anna Walker, Jackie Dawes, Michael Bax, and Jeff Ruggels.

All Public Comments submitted for the May 8, 2020, Board of Education meeting, will be archived as Official File number (OF 28,165).

10.b Staff Responses

Superintendent Hill thanked all the speakers for their comments. He thanked parent Kelly Duenckel for raising questions regarding the Special Education Master Plan and noted that Tami Schiern would address her questions during the Special Education Master Plan update report and/or speak with her. He thanked Wendy French for her suggestion and noted that he and staff are looking at various options and models for the fall. APEX requires an additional cost, but he will consider her suggestions moving forward. He appreciated Katherine Robert's suggestions regarding Independent Study and noted that the quick shift to a temporary model is not the long-term model and that feedback from parents and students was critical to be able to look at multiple options for Independent Study and that the work will continue throughout the summer. He encouraged students, parents, and the community to continue to provide feedback. He also responded to Joel Schlossman's written comments and noted that the reason employees continue to be paid is due to the Governor's Executive Order to be able to continue to receive funding from the State employees must be paid this school year and that meal services continue to be provided. He clarified that the Stage Craft Technology class will be offered to high school students at no cost to District students because the fee for the class will be covered by District funding. The District continues to look at options to be able to offer the class as an elective. He then thanked Gina Roland and Stella Nazarian for their comments regarding Stage Craft and noted that other programs such as class size at the high school level, intervention classes, retail marketing, animation, animal care and film and video production had been eliminated.

He then responded to the other comments regarding the credit/no credit policy for the spring semester and summarized the thought process used when trying to make such a challenging decision. He understands the advocacy and passion for children. The approach was a detailed review of the pros and cons, the State published guidelines, which were follow to find the best option. Many colleges and universities moved to credit/no credit grading, which was one of the reasons why the decision was made. In addition, entire counties and states also moved to credit/no credit during this difficult time. There is no common way to look at grading this semester, if students are given a grade what is the true value of a letter grade, how is it compared to a last semester class, how is this process a fair analysis for students who do not have the technology and a place to learn, how is that fair. A lot of different reasons and scenarios were considered, such as how is a grade equitably fair for students who struggled during the first 10 weeks of schools. His only belief is that the colleges and universities have many different scenarios to review and consider before any future admission guidelines are agreed on and/or implemented. He understands that this is not

the answer that parents want to hear, but wanted to provide background on how the decision was reached. In addition, the State provided this option, which he felt it should have been a national declaration. He is optimistic that colleges and universities will do the right things for kids and noted that clear grading expectations for the District will be set in the fall.

10.c Board Members' Comments and Responses

Member Ferguson thanked the public for their comments and for engaging in the new online format. He noted that recent responses regarding grades from Stanford University have been informative. He asked that clarification be provided to parent Kelly Duenckel to answer some of her questions. He has had several conversations regarding the credit/no credit issue, which is a challenging issue. He acknowledged the hard work of students and the responsibilities placed on students. This is an unprecedented moment and noted that the reason a Board is elected to ensure equity and rigor and to be able to offer a quality education. It is hard to operate during a national pandemic and to try to implement programs in a short amount of time. In addition, high school students were presented with guidelines at the beginning of the spring semester informing them of the 20-week expectations to demonstrate their work and then the world came to a stop with COVID 19, which created situations where some students will lose and it certainly was not the Board or staff intention. This is a nationwide issue and he believes that public and private colleges will make the right decision regarding admission eligibility requirements. He thanked everyone for the passionate arguments. He felt that this was the most fair and equitable way to move forward and he supported Superintendent Hill’s decision.

Member Reynolds echoed some of the comments made by Member Ferguson. She struggled with the comments submitted because there is no solutions to an intended consequence. Superintendent Hill outlined the consideration taken to make this decision. She is OK with not issuing grades because the conditions cannot be fairly graded during a home learning environment. She has personally experienced the challenges with creating Distance Learning through her daughter. She understands the struggles and agrees with Superintendent Hill that the choice element places students at a disadvantage. She struggles more with the option to not allow the 10-week grade, which clearly does not show the student best and or reflects the course last year. She clarified that current Board Policy allows the Superintendent to establish a grade system and to inform all teachers. The Board's role is advisory, which is established by both policy and Education Code and protects all included. She then commended Superintendent Hill, teachers, and staff for making such a difficult decision.

Clerk Tabet thanked Member Reynolds for sharing her thoughts and for clarifying Board Policy and Education Code. She also struggled with each message received and not being able to reach an agreement that everyone is happy with. She knows that grades are important and noted that the senior’s acceptance college letters came before the pandemic and hoped that students that are receiving credit/no credit during the spring semester is worth their effort.

Vice President Frintner, appreciated all the comments, as it takes more effort to write during the new virtual meeting format. He agreed with Member Ferguson regarding the comments from parents Kelly Duenckel, Wendy French, and Katherine Roberts regarding instructional models for next year and noted that many factors, including the budget are being considered and reviewed. He acknowledged Joel Schlossman's questions and noted that Superintendent Hill answered his questions and then responded to parents Gina Roland and Stella Nazarian and noted that the Stage Craft Technology class had been addressed during the April 16, 2020 meeting. He was aware of the concern that a one period option may not be the best option; however, other CTE programs are being cut and changes will continue to take place. The current credit/no credit grading situation is not an easy issue. Many considerations and factors had been looked at, such as neighboring districts, counties, and states adopting a credit/no credit option, as well as trying to make the best fair and equitable decision for District students, which is clearly a challenging decision. He agreed that moving forward classes will not be the same, therefore assigning 10-week grades devalues the grading system and does not show mastering the course. Considering the factors that went into effect, he supported Superintendent Hill's decision for making the best possible solution for all students and agreed that a grading national mandate from the State and Federal Government should

have been issued and noted that staff have worked with the resources presented to them to date to try to do what is best for students.

President Aghakhanian thanked the public for their comments and noted that it was difficult decision for the entire Board. He thanked Member Reynolds for clarifying the role of the Board and staff regarding student grades. As an educator in higher education, he has personally seen the challenges that colleges and universities are currently facing during these difficult times. He agreed with Superintendent Hill that both colleges and universities are currently looking at best options for all students. He noted that daily briefings continue to take place and agreed that the State should have issued a nationwide mandate regarding grades. He trust that Superintendent Hill and staff made the best decision and he would like the public to understand that none one wins without the State issuing a national mandate. Colleges and universities have not implemented a policy to date and the conversation will continue for days and months to come.

11. REPORTS TO THE BOARD

11.a Superintendent's Comments

Superintendent Hill commented on Teacher Appreciation Week and Nurse Appreciation Day and thanked all the teachers and nurses for their work and dedication to students, as their work was truly appreciated during this difficult time. The Distance Learning model is a work-in-progress model and he knows that the fall semester model will be different and he welcomes all feedback. He received a May Revise preliminary preview from the State painting an awful picture of the budget situation for the State and many school districts. He then announced the upcoming May 19, 2020, Special Board of Education meeting to discuss budget scenarios and fundraising priorities. He will continue to work with the Board, staff, BTA, CSEA, students, parents, and the community to provide feedback to review the budget situation, to redefine education and how to implement it in Burbank. He felt that the opportunity to review options may create a strong model for Burbank and noted that additional engaging opportunities will be scheduled and encouraged the audience to participate.

11.b Report on Alternative Schedules for John Burroughs High School, Monterey High School and Luther Burbank Middle School

John Paramo, Assistant Superintendent, Educational Services, reported on alternative schedules for John Burroughs High School, Monterey High School and Luther Burbank Middle School, as presented

Alternative Schedules JBHS MHS and LBMS.pdf (OF 28,132)

John Paramo used a PowerPoint to review the survey data included in his report. In spring of 2019, a few secondary schools requested that the Board of Education allow a one-year trial for an alternative schedule, which will end in May of 2020. The data gathered for the first semester of Academic Excellence at Burroughs High School shows an increase in Algebra 1 GPA performance for the fall 2019. Overall GPAs for students has remained consistent over previous years. The data from Monterey High School shows that student participation in the Extra Help session increased slightly from 2-3 students to 15-20. Attendance has not improved, however, the benefits show less referrals to the Nurse's Office and less sleeping in class and less students have reduced schedules due to being chronically late. Luther Burbank Middle School has maintained the same academic progress as measured by student GPA's; however, a decrease in the number of eighth grade students that were not eligible for promotion. The survey data also indicated that the school minimized tardies to academic classes. The period allowed the flexibility to meet with individual learners to discuss grades and provide intervention.

Member Ferguson thanked John Paramo for his report and asked that the survey data be sent to the Board. He is trying to figure out if the current learning model changes will be the same model work in a remote

environment. He felt that the trial schedules seemed useful and he was looking forward to seeing more to be able to provide a better experience to students.

Dr. Paramo noted that the trial schools are currently discussing options with a virtual model in mind.

Vice President Frintner was pleased to see that the two schools seemed to cut down on tardiness. He also noted that learning models will be different and agreed that the survey data will be useful to see the lessons learned to be able to move forward.

11.c Report on Special Education Master Plan

Tamara Schiern, Director of Special Education, reported on the Special Education Master plan, as presented.

SPED Master Plan.pdf (OF 28,133)

Tami Schiern used a PowerPoint to report on the completion of the Special Education Master Plan (SEMP). The development of the SEMP began in the spring of 2017 to examine policies, procedures, and learning environments districtwide to promote equity and excellence for all special education students. She was thankful for the work and effort by everyone who participated and noted that there is always room for improvement. She thanked parent Kelly Duenckel for her questions and suggestions, as she would try to address during her presentation. The SEMP includes three primary goal areas: 1) Strengthening Trust and Collaborative Working Relationships; 2) Optimizing Resources to Support Student Success; and 3) Building Capacity Through Professional Development. Beginning in November 2017, subsequent to Board approval, the Special Education Department began the implementation of the Plan through a comprehensive schedule of work groups, committees, professional development, and family and stakeholder events. Almost three years, later, most of the goals in the Plan have been met. Several areas were not implemented due to no funding available. However, progress was made in several additional areas and work will continue in those areas.

Member Ferguson thanked Ms. Schiern for her thorough report and for the progress made to improve the quality of Special Education students. He felt joy seeing the overwhelming work completed thus far. He also thanked the parents who worked in this project and noted that the work was impressive. Once funding and learning models options are reviewed, he would like to review the Plan to be able to continue the great work moving forward.

Member Reynolds thanked everyone for their work. She knew that at the beginning of the development of the plan parents were reluctant and not sure if such a Plan could be agreed on. One of those parents was Kelly Duenckel. She then thanked Ms. Duenckel for her work and hoped that Ms. Schiern answered her questions read during the Public Comment.

President Aghakhanian also thanked Tami Schiern and noted that her excitement displayed during her presentation was a testament of the love for serving students in the Special Education Program.

11.d Report on Facilities and Technology Projects

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

Facilities and Technology PowerPoint_050720.pdf (OF 28,134)

Debbie Kukta used a PowerPoint to report on Facilities and Technology projects by location, project, contractor, and the contract amount.

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 39 Proclaiming May 6, 2020 as School Nurse Day

That the Board of Education adopt Resolution 39 proclaiming May 6, 2020 as School Nurse Day, as presented.

Resolution 39 - Nurses Week.pdf (OF 28,135)

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

12.b Adoption of Resolution 40 Proclaiming May 13, 2020 as Day of the Teacher and May 3, 2020 through May 9, 2020 as Burbank Unified School District Teacher Appreciation Week

That the Board of Education adopt Resolution 40 proclaiming May 13, 2020 as Day of the Teacher and May 3, 2020 through May 9, 2020 as Burbank Unified School District Teacher Appreciation Week, as presented.

Resolution 40 - Day of the Teacher.pdf (OF 28,136)

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

12.c Adoption of Resolution 41 Proclaiming the Week of May 17, 2020 through May 23, 2020 as Classified Employee Week

That the Board of Education adopt Resolution 41 proclaiming the week of May 17, 2020 through May 23, 2020 as Classified Employee Week, as presented.

Resolution 41 - CSEA Week.pdf (OF 28,137)

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

12.d Adoption of Resolution 42 - Changing the Graduation Criteria for the Class of 2020

That the Board of Education adopt Resolution 42 – Changing the Graduation Criteria for the Class of 2020, as presented.

Resolution 42 - Changing the Graduation Criteria for Class of 2020.pdf (OF 28,138)

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

12.e Adoption of Resolution 43 Certifying the Reduced Days of Operation or Attendance Due to Emergency Conditions

That the Board of Education adopt Resolution 43 certifying the reduction in days of operation due to circumstances beyond the control of the operating contractors.

Resolution 43 - Reduced Days_Child Development.pdf (OF 28,139)

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

12.f Approval of Fee Increase for Horace Mann Children's Center, the Monterey Child Care Program and Around the Bell

That the Board of Education approve the proposed rate increases, as noted in the Board Report for the Horace Mann Children's Center, the Monterey Child Care Program, and the Around the Bell Program as well as continuing the annual waitlist fee of $100 per family, effective July 1, 2020, as presented.

Child Development Fee Increase 050720.pdf (OF 28,140)

Peter Knapik reported that in April 2020 staff provided an annual update to the Board of Education on the status of the District's Child Development Programs. The report included information that showed the extent to which each individual program was operating in terms of viability. In 2019-2020 Horace Mann and Monterey Child Care were operating at a fiscal deficit. During this report it was also determined that District child care programs were operating at below market rates. In addition, families will be charged processing fees for credit cards (2.79%) and a transaction fee of $0.39 cents for transaction. In addition, staff was proposing that the annual $100 fee for the Wait List is continued. Staff projects that by enforcing the increases it would reduce the fiscal deficit for these programs. The Around the Bell rates are also proposed to a 5% increase, which have not been raised for more than five years. The new fees will be become effective July 1, 2020.

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

12.g Adoption of Resolution 44 for the Elimination or Reduction of Services for Classified Positions

That the Board of Education adopt Resolution 44 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 44 - Reduction in Force.pdf Amended (OF 28,141)

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

12.h Adoption of Resolution 45 for the Elimination or Reduction of Services for Classified Management Positions

That the Board of Education adopt Resolution 45 for the Elimination or Reduction of Services for Classified Management positions, as presented.

Resolution 45 - Reduction in Force.pdf (OF 28,142)

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

12.i Adoption of Resolution 46 Implementing Certificated Layoffs

That the Board of Education adopt Resolution 46 Implementing Certificated Layoffs, as presented.

Resolution 46- Certificated Layoffs.pdf Amended (OF 28,143)

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

12.j Adoption of Resolution 47 for the Elimination or Reduction of Services for Certificated Children's Center Positions

That the Board of Education adopt Resolution 47 for the Elimination or Reduction of Services of Certificated Children's Center positions, as presented.

Resolution 47 - Reduction in Force.pdf (OF 28,144)

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

12.k Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions

That the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and Management positions, effective May 8, 2020, as presented.

Tier 2 Vacancies.pdf (OF 28,145)

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

Superintendent Hill reported that one of the positions listed in the vacant report was the position of Director of Information Technology and Education Support, as Roberto Jurado has accepted a position with the Pasadena City College and wished him the best for his twelve years of service. He then noted that Rick Vonk would assume the duties as the Interim Director. Rick Vonk's current position will be frozen to be able to save some of the funding. He also noted that the position of Curriculum Specialist will be replaced as it was necessary due to the current Distance Learning models.

12.l Approval of Designation of High School Representatives

That the Board of Education approve the designation of principals, Thomas Crowther and Deborah Madrigal as the representatives of Burbank High School and John Burroughs High School; and assistant principals Brian James and Steven Hubbell, serving as the designated alternative representative from Burbank High School, and John Burroughs High School, respectively, to the California Interscholastic Federation (CIF) Southern Section, Pacific League, 2020-2021 school year, and to require such representatives to immediately notify the Superintendent of any proposed or pending actions that financially impact the Burbank Unified School District, as presented.

Designation_of_High_School_CIF_Representatives_2020 21.pdf (OF 28,146)

John Paramo reported that this was the annual representative recommendation to the CIF.

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

12.m Adoption of Resolution 48 – Ordering a Governing Board Member Election

That the Board of Education adopt Resolution 48 – Ordering a Governing Board Member Election, as presented.

Adoption of Resolution 48_Ordering Election_050720.pdf (OF 28,147)

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

12.n Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

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

Policy Updates_ Dec 2019_2nd Read_050720.pdf (OF 28,148)

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

12.o 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_050720.pdf (OF 28,149)

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

13. CONSENT AGENDA

13.a Action on Final Settlement Agreement (Special Education)

That the Board of Education approve Final Settlement Agreement for Special Education Student 960013446, not to exceed $19,500 (01.0-65000.0-50010-36000-5813-7440000), effective April 15, 2020 through May 31, 2021 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960013446_Settlement Agreement (Board Report).docx.pdf (OF 28,131)

13.b Action on Final Settlement Agreement (Special Education)

That the Board of Education approve Final Settlement Agreement for Special Education Student 960030317, at no cost to the District, (01.0-65000.0-50010-36000-5813-

7440000), effective April 20, 2020 through May 31, 2021 school year, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960030317_Settlement Agreement (Board Report).docx (1).pdf (OF 28,131)

13.c Approval of Minutes

That the Board of Education approve the minutes of the Emergency Special Meeting of March 13, 2020, as presented.

Minutes.03.13.20.SP.pdf (OF 28,150)

13.d Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of April 16 , 2020, as presented.

Minutes.04.16.20.pdf (OF 28,151)

13.e Approval of Personnel Report Number 19-20-17

That the Board of Education approve Personnel Report number 19-20-17, covering Certificated and Classified personnel, and consisting of Pages 1 to 16 inclusive, as presented.

Personnel Report.pdf (OF 28,152)

13.f 2019-2020 Purchase Order Report

That the Board of Education approve Purchase Orders for 2019-2020 as listed through April 6, 2020, as presented.

2019-2020 Purchase Order Report.pdf (OF 28,153)

13.g Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $12,037,690.28 commercial warrants in the total amount of $5,349,884.14 as presented.

Warrants.pdf (OF 28,154)

13.h Ratification and Approval of Instructional Consultant Services

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

Instructional Consultants.pdf (OF 28,155)

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

That the Board of Education amend 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 $15,300 (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. Note: The original Board approval date was November 7, 2019 in the amount of $2,400. The first amendment was Board approved on February 6, 2020 in the amount of $5,500. This second amendment adds an additional $9,800 to the original agreement which changes the total fiscal impact from $5,500 to $15,300.

SPED Agreement_Tiny Talk Speech Therapy_2nd Amendment.pdf (OF 28,156)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Susan G. Holland, Ph.D., to provide an Independent Speech and Language Evaluation (IEE) and attend an IEP meeting for Special Education Student 960035041, not to exceed $2,100 (01.0-65000.0-57700-11900-5850-7440000) effective May 8, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035041_Holland_Speech IEE.pdf (OF 28,157)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Dr. Karen Epport, to provide an Independent Speech and Language Evaluation (IEE) and attend an IEP meeting for Special Education Student 960029921, not to exceed $1,300 (01.0-65000.0-57700-11900-5850-7440000), effective May 8, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960029921_Epport_Speech IEE.pdf (OF 28,158)

13.l Approval of Agreement with Family Service Agency of Burbank to Provide School-Based Counseling Services

That the Board of Education approve the Agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to provide individual and group counseling to elementary and secondary school pupils, as required, effective July 1, 2020 through June 30, 2021, not to exceed $30,000 (01.0- 01500.0-71500-31100-5810-7422000), and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented.

FSA SBC 2020 21.pdf (OF 28,159)

13.m Approval of Agreement with Family Service Agency of Burbank to Provide High School Student Care Centers

That the Board of Education approve an agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to continue to provide counseling and administrative services at the JBHS and BHS Student Care Centers, effective July 1, 2020 through June 30, 2021, not to exceed $100,000, (010-41270.0-00000-31100-5850-7719000) Federal Title IV funds, and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented

FSA_CARE_CENTER_CONTRACT_2020 21.pdf (OF 28,160)

13.n Approval of Other Post-Employment Benefits (OPEB) Trust Investment Custodial Change from Wells Fargo Bank to Principal Financial Group

That the Board of Education approve the custodial change for the District's Other Post Employment Benefit (OPEB) Trust funds from Wells Fargo Bank to Principal ~~Financial Group~~ Trust Company (Principal), as presented.

OPEB Trust Custodial Change.pdf (OF 28,161)

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

13.o Approval of Fieldwork Agreement- West Coast University

That the Board of Education approve the Fieldwork Agreement between the Burbank Unified School District and West Coast University to provide educational field experience, effective May 8, 2020 through May 8, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement - West Coast University.pdf (OF 28,162)

13.p Approval of Award of Contract, Lundgren Management, General Construction Management Services, Two-Story Modular Building, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve an award of contract between Burbank Unified School District and Lundgren Management for General Construction Management Services for the duration of the two-story modular building project at Walt Disney Elementary School, effective May 8, 2020, not to exceed $551,846 (21.3-00000.0-91008-85000-6243-201-0000) Bond Fund, and that the authority to sign the agreement be exercised pursuant to BUSD - AR3314, as presented.

AOC_LUNDGREN MGMT_CONSTRUCTION_DISNEY_BOND.pdf (OF 28,163)

13.q Ratification of Agreement for Deferred Rental Payments with Deluxe Media Inc. (General Fund)

That the Board of Education ratify the Agreement for Deferred Rental Payments with Deluxe Media Inc f/k/a Deluxe Digital Studios Inc. for the deferred rental payments of April and May 2020, total amount of $9,648.66, to be repaid in full by November 30, 2020 (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Agreement for Deferred Rent_Deluxe Media_Providencia Parking Lot.pdf (OF 28,164)

It was moved by Roberta Reynolds, and seconded by Steve Frintner, that the Board of Education approve items ***13a through 13q, except item 13n, which was considered separately.*** The motion carried unanimously with the following roll-call vote: AYES – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

President Aghakhanian announced the retirements of Robert Powell, Physical Education Elementary Teacher, Stevenson Elementary School, Wendy Etter, Substitute Teacher, Human Resources, Sharon Inman, Instructional Assistant, Special Education, McKinley Elementary, and Linda Perez, Instructional Assistant, Special Education, John Burroughs High School and thanked them for the many years of service to the District.

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications

Public Comments were read during the first Public Comment Section, item 10a.

14.b Staff Responses

There were no staff responses.

14.c Board Members' Comments and Responses

There were not Board Member comments.

15. ADJOURNMENT

The meeting adjourned at 11:00 p.m. in Memory of Gene Costa, Alan Kinbara and Cecilie Reily.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/4/2020
_____
DATE

_____
CHARLENE TABET, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 19, 2020

Virtual (Online) Meeting
Burbank, California

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

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

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

Rose Garcia, Recording Secretary called for the Roll Call at this time. All Board Members were present.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Kimberley Clark, Executive Assistant to the Superintendent read messages from the following public speakers:

Christie Miró, Parent, submitted comments regarding the future of the Gifted and Talented Education (GATE) Program and enrichment classes for Summer School.

Jarvis Zimmermann, JBHS Student, submitted comments regarding the Stage Tech Crew Class.

Maxwell Sinovoi, Parent, submitted comments regarding the Credit/No Credit policy for the spring 2020 semester and provided a link to a recent petition to allow BUSD students to choose from Credit/ No Credit to Letter Grades, signed by over 1,000 parents and students.

Joel Schlossman, Parent, submitted comments regarding the distance-learning model and questioned the State of California Distinguished School designation, low test scores, and suggested that textbooks are not purchased in the future.

Britta Maslyk, Counselor, Burbank High School submitted comments regarding questions and suggestions regarding the Graduation Requirements Board Policy for Physical Education classes.

2.b Staff Responses

Superintendent Hill thanked all the speakers for their comments. He understands parent Christie Miro's concerns. Today's conversation was about the anticipated $13M in cuts and noted that every single program has to be carefully looked at. He knows the value of the GATE program and the impact to students. A series of meetings will be taking place to try to balance a challenging budget and noted that he and the Board will continue to advocate for more funding. Enrichment summer programs will not be offered during the summer, but noted that the District is currently offering free classes sponsored by District partners, such as Nickelodeon, which are posted on the District's website. He thanked student Jarvis Zimmerman for his advocacy and said that he will continue to work with the Burbank Adult School to allow students to have the opportunity to take the Stage Tech Crew course in the fall. He responded to Maxwell Sinovoi and noted that staff has started to research distance learning models for the fall; however, the State has not released the new guidelines. He will work with all stakeholders, including forming a committee to design the new model and roll it out and encouraged community feedback. He also thanked Joel Schlossman for is comments and noted that the Distinguished Schools designation was granted by the State of California and that staff was currently working on a new distance learning model for the fall semester.

2.c Board Members' Comments and Responses

Member Ferguson thanked Superintendent Hill for his responses and agreed that it is important to have the conversation regarding the budget and continue to figure out creative solutions regarding the GATE Program, Stage Tech, and other programs and asked that the community stayed tuned. He also thanked Maxwell Sinovoi and noted that he was looking forward to working during the summer to figure out a new learning model for the fall semester. Information regarding the new models are currently not available and noted that this could impact what education will look like in the fall.

Member Reynolds thanked all the speakers for their written comments. She thanked Christie Miro and noted that she agreed with Superintendent Hills comments about conversations that are currently taking place to figure out which programs need to be preserved and to try to be as creative as possible. She informed Jarvis Zimmerman that staff was trying to offer a similar Stage Tech class in a new model. She also thanked Maxwell Sinovoi for his advocacy, as she knows that he is trying to do what is best for his children. She then clarified her comments during the previous meeting and noted that it was not that she disagreed with the credit/no credit policy decision. She simply stated her feelings that it was a challenge to grade students from home. In addition, according to policy and the law, the process that the Superintendent tried to take into consideration was children with challenging situations and that home life could not be graded. She also thanked Joel Schlossman and noted that change is hard and agreed that this may well be the time for change. She then commended student Sidney Bax for putting together the JBHS Tech crew production and noted that we just do not know what future shows will look like in the fall and that she was looking forward to finding new creative ways to continue to provide the best education for students.

Vice President Frintner thanked the speakers for submitting their written comments. He clarified Maxwell Sinovoi's comments and said that the State did not mandate the credit/no credit option across the State instead, it was left open for district's to make their own decisions. Decisions made by other districts were due to what they felt was right for their students. It was a difficult decision not perfect for everyone, but fair for Burbank students. In addition, the Burbank Teacher Association agreed this option. He agreed

with Joel Schlossman that it is time to look at things differently and disagreed with his comments that textbooks should not be purchased or used moving forward. He was worried about students who do not have access to technology and noted that all options will need to be analyzed to try to make future decisions.

Clerk Tabet thanked everyone who submitted their written comments, as their passion and words comes through loud and clear. It was not easy to make the right decision for all students. She now knows that it was the right decision for Burbank students. It was difficult to maintain the rigor that most of the District students are used to with having to learn a new instructional model, as well as a new experience for staff. This was the most equitable way for all students. She reported that she started to watch the Burbank High School Virtual Award Show and thanked all administrators and teachers for going above and beyond for making the second last quarter of the school year a memorable one and for planning special activities and virtual ceremonies.

President Aghakhanian also commented on the credit/no credit issue. He noted that this was a difficult time. A lot of discussion had taken place before making such decision. These are challenging times and he hoped that everyone can come together to discuss the unknown. He appreciated the passion, the spirit, and the resilience and noted that everyone needs to figure out what is good for Burbank.

3. STUDY SESSION

3.a Budget Update and Discussion

Debbie Kukta, Assistant Superintendent, Administrative Services, facilitated a presentation on the State's decreased funding to school districts and the anticipated impact to Burbank Unified School District, as presented.

Budget Update and Discussion_May 19 2020 and PP.pdf (OF 28,166)

Debbie Kukta shared information from the recent School Services May Revise Workshop and noted that the treatment of education funding is starting to feel like the great recession. The May revision assumes that the State will suffer a budget deficit of approximately $54 billion. States and local agencies whose budgets must be adopted by July 1, 2020 are struggling with the information provided in order to build a more accurate budget. She estimated that an August Revise will take place and that the District's budget will need to be revised as well.

Alyssa Low, Director of Fiscal Services used a PowerPoint to guide her presentation. The District faces a significant budget gap next year and beyond. COVID-19 and the Safer at Home orders across the state have had a profound impact on the amount of revenue California districts will receive in the coming years. The District's budget situation in light of the Governor's May Revise of the 2020-2021 State Budget released on May 14, 2020. She then reviewed the Reductions for Fiscal Stability because the Parcel Tax Did Not Pass, COVID – 19 Savings and Expenses, the May Revise Broad Estimates, including (a total of $13,650,000 million less in LCFF funding and anticipated change in STRS and PERS percentage reduction), Potential Reductions such as deferring contribution payments to STRS/PERS over a two year period, and a list of additional considerations.

Member Ferguson asked regarding the anticipated deferrals projecting payments in 2020-2021. Ms. Low explained that changes can be made and or the State can change their minds. It could be different next month, when the budget is adopted. The District is anticipating the deferment in 2021-2022. Mr. Ferguson

said that this was helpful information and wanted the audience to know this is the start of the game played by the State.

3.b Board, and Staff Comments

Superintendent Hill said that this budget is dire. He and the Board agreed that during the next four weeks, the District would provide opportunity for feedback and comment to be able to develop a balanced and required budget. A series of scheduled study sessions will take place on May 26, follow-up Study Session, a formal update to take place on June 4 (regular meeting), then a Study Session on June 10 to continue the budget conversation, June 18, 2020 (regular meeting) for the Board to adopt the budget, and the State legislator to provide the budget to the Governor by June 15, 2020. Between now and June 15, the Board and staff will have an opportunity to advocate at the State level. The STRS and PERS pension contributions have increased tremendously over the years, with a slight change from 18% to 16%, approximately $2M in savings. Clerk Tabet suggested to go back to 2015/2016 levels for the next two-years, at no cost to the State, it just means that all school districts will be able to defer payment to the liability that can be stretched out over multiple years. He reminded the community to access the link posted on the District's website and listed in the Thursday Weekly Update to advocate and to find possible solutions, as this is a horrific budget situation.

President Aghakhanian asked that when advocating to State legislators, the public also has an opportunity to advocate and asked that staff provide contact information. This is a serious conversation we need to have, as less funding is anticipated. He would like to see a message on the Website where the public can write letters and where comments can be made.

Member Ferguson asked that a one-page flyer be distributed to the public regarding the upcoming meetings. He encouraged staff and community recommendations with different scenarios. He knows that Negotiations at Capitol Hill are ongoing and hoped for the best-case scenario. He asked for clarification regarding the $1.4M under the CARES Act and asked if this item was included in the $13.6M assumptions. Ms. Low said that it is not included in the assumptions. Member Ferguson then suggested that staff reach out to legislators to advocate for more funding and that these meetings include President Aghakhanian, Vice President Frintner, and Superintendent Hill to begin the conversation.

President Aghakhanian asked that Superintendent Hill begin scheduling meeting with local legislators.

Superintendent Hill reported that he recently had a conversation with Senator Portantino at a recent 5-Star Coalition meeting and noted that Senator Portantino is scheduling a meeting with the Governor and Budget Senate Office to form a coalition. He will also reach out to Congressman Adam Schiff, Senator Laura Friedman, Holly Mitchell, and others.

President Aghakhanian noted that Burbank's situation is different, as the Parcel Tax did not pass and that the need to advocate specifically for Burbank is needed.

Clerk Tabet felt that working as a coalition sends a stronger message. She spoke with Laura Friedman about suspending the STRS/PERS payments and she thought it was a great idea. If other legislators hear from all groups, it sends a stronger message to continue to advocate for more funding.

President Aghakhanian agreed that it is important to continue to work with the Coalition and also focusing on discussions regarding concerns specific to Burbank needs.

Member Ferguson asked to get the 5-Star group to discuss regional issues with more elected officials. Superintendent Hill noted that based on the conversations since COVID-19, the group has discussed solutions that will benefit all five districts and felt that many districts can benefit by working together through the financial crisis.

Vice President Frintner agreed that it was good to work with the 5-Star Coalition, but want to make sure that the benefits are equal to all districts and noted the need to advocate for and working with the coalition is key. We need to focus on the substantial reductions that the District is currently facing and that parents and the community understand the District budget situation. At the end of the day, $13M will need to be cut. We need to keep the focus on the challenges and what is going to happen to our District without trying to harm student programs. Suggestions and ideas are critical with the notion that we don't know what the learning model or the next school years is going to look like and all options will need to be brought to the table for discussion.

President Aghakhanian asked that the disclaimer used by Debbie Kukta at the beginning of her presentation be used in future reports and posted on the District's website. He likes the fact that the District has an experienced team, but we have to be realistic. He also likes the idea of informing the public regarding future meetings to avoid any surprises.

Member Ferguson asked that the mind set should be the anticipations regarding budget cuts for the next two-years based on different budget scenarios.

Member Reynolds agreed with Vice President Frintner regarding the importance of distributing the information regarding the upcoming budget meetings and agreed that working with the 5-Star Coalition was important in an effort to make a softer landing.

President Aghakhanian agreed with all the comments and the importance to focus on the specific needs for Burbank. Community involvement is critical and he also worried on what is going to happen in the next-two years.

Superintendent Hill asked if the Board would like to see more detail information regarding possible reductions and informed the community to be ready to hear the shocking possible reductions list that will completely transform the District in a negative way. We can try to make $13M in cuts and try to operate. He anticipated many comments and noted that we have to be realistic and we must come up with creative solutions and advocacy to be able to survive.

Member Ferguson asked that the Principals also send the future meetings information to their parents.

Vice President Frintner felt that it was important to get the information as widely, as possible and noted that it was challenging to engage comments during this format.

President Aghakhanian noted that this was the time to become activists and advocates for the needs of Burbank.

3.c Report to the Board on Fundraising

Matt Hill, Superintendent, facilitated a discussion of District fundraising and reviewed the attached draft documents, as presented.

Report on Fundraising_051920Sp.pdf (OF 28,167)

3.d Board, Staff, and Public Comments

Superintendent Hill noted that this report was a follow-up conversation during the April 16 meeting with a request for a sub-committee that included Vice President Frintner and Clerk Tabet. He felt that fundraising will not save the District from the projected $13M cuts, but it was important to know what schools and the community can or cannot fundraise at this time, as a result the current Fundraising Resolution (Resolution 35, 2019-2020) was renewed and expanded for another school year (2020-2021) and language added to prohibit changes to programs unless the changes will lower the cost of the program or are required by law. The comments regarding the composition of the Fundraising Oversight Committee were reviewed to include one elementary and one secondary principal, staff and budget staff would be a part of the committee, but not a voting member, representatives from the Foundations (voting members), and Members of the Board of Education -Ex-Officio. This was a draft Framework and he encouraged Board discussion. Any changed made tonight will be included and presented to the Board for approval.

Clerk Tabet reported that communication with many of the current fundraising groups has taken place, as they want to plan as well. She felt that the plan needs to be rolled out sooner than later to highlight the challenges along with the budget crisis.

Member Ferguson thanked the Committee for their work thus far. He is fine with the changes except the addition of the two administrators. He understands the importance of being a part of the discussion for their schools; however, he felt that the Committee should be neutral and transparent.

Clerk Tabet noted that two administrators would need to be added to have a vote, if this is approved. In her opinion, administrators already have a voice and a vote is just a formality in case those sites are affected. By allowing the principals as voting members, the process will be more equitable.

Member Ferguson noted that selecting the administrators for each level (elementary, middle, and high school) was a complicated problem. He suggested that all principals be made ex-officios to be able to participate in meetings at any time.

Clerk Tabet agreed with Member Ferguson's points and said that she thinks that principal votes matter.

Vice President Frintner agreed with most of the comments. He agreed that the best option would be to have the principal as Committee members because decisions will be based on their feedback. He felt that the sites should take a vote to appoint a principal to represent the Committee.

President Aghakhanian recommended that the principals vote to appoint an elementary, middle, and high school representative.

Clerk Tabet felt that it was more important to have a principal that wants volunteers and that wants to be a member of the Committee. Member Ferguson hoped that a random selection could be made to be able to provide unbiased feedback, to create an impartial Committee, and to implement the rules. He then suggested that administrators are rotated annually and that an Alternative Education administrator gets a seat at the table.

Member Reynolds liked Member Ferguson's suggestions regarding term limits and rotation to be included in the framework. She asked the Board's vision about how this Committee meets. Is it similar to the SFOC, which is an open meeting or considered a closed-door meeting, which makes a difference.

President Aghakhanian thanked Member Reynolds for her comments and said that those were valid points. He then shared his thoughts regarding the membership of the committee, term limits and the rotating suggestions and caution with trying to bureaucratize the process. He suggested that staff find out who really wants to be a member of the committee. This is a difficult time and the most difficult time to fundraise.

Clerk Tabet agrees with the suggestions made by Member Frintner such as Principals as voting members, limiting the term period and rotating annually. She appreciated his willingness to try the new process and to try to meet in the middle.

Vice President Frintner agreed with the suggestions in addition to including an Alternative Education Member. He answered Member Reynold's question and said that his vision can be an open community meeting where anyone can come to the monthly meetings.

Member Reynolds felt that an open meeting would be helpful to make sure that all voices are heard.

Member Ferguson would like to see bylaws drafted and suggested that written opinions are documented to be able to refer back to fundraising policy decisions as rotations in membership take place and that the Bylaws be first order of business for the committee.

President Aghakhanian asked for the next steps regarding the proposed changes. Vice President Frintner said that their seemed to be an agreement with the draft Framework with the caveat of rotating administrators annually. He felt that the Five Bucket Goals had not been discussed and it was important to identify the Board fundraising goals to make it easier for the committee.

Superintendent Hill noted that the attachments were for discussion only and that the next step would include the adoption the draft resolution presented to expand the policy for another year. He asked if the Board wished to vote on the Framework.

Member Ferguson felt that the Five Bucket List was the beginning of the discussion; however, the areas of need, must be decided and established by the Board and he would like to continue the discussion.

President Aghakhanian suggested that tonight's suggestions be included in the next report.

Superintendent Hill noted that the fundraising priorities tied to COVID-19 such as Outdoor Science School, transportation, and field trips needed a discussion to be able to provide direction to staff.

President Aghakhanian and Member Tabet noted that it was too early to make such a decision because of the unknown.

Member Reynolds felt that a short term decision to not allow field trips before the end of the school year and possible next school year and not to allow fundraising because it creates animosity when field trips need to be cancelled. She felt that it was unrealistic to try to plan for it.

Vice President Frintner felt that a decision has to be made to be able to fundraise for OSS; however, fieldtrips can be put on hold based on the information received. He agreed that it is going to take a long time to reach the somewhat normal once the economy opens and noted that other group events may need also need new guidelines.

Member Reynolds noted that once the budget cuts discussion take place the fundraising needs are going to be grater and things that are not reachable now should be placed be on the back burner for somewhere down the line and instead focus on the items that need to be accomplished.

President Aghakhanian agreed with his colleagues and noted that it was important to hear from all stakeholders regarding the basic needs of the District.

Vice President Frintner and Clerk Tabet agreed that a decision would need to be made soon.

Member Ferguson suggested that the feedback from today's meeting be included in the resolution and that the first committee meeting be scheduled to develop the bylaws to be presented to the Board no later than the end of June 2020.

4. ADJOURNMENT

The meeting adjourned at 8:46 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/4/2020
_____
DATE

_____
CHARLENE TABET, CLERK

TO: Board of Education / Superintendent Consent 6/4/2020

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

SUBJECT: Certificated Personnel - Report Number 19 - 20 - 18. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BRUHN, NANCY J Miller Elementary School	Elementary Teacher	01.0-00000.0-11100-10000-1110-2100000	100	RA:006 - ST:24	Began Service 09/06/1990	5/23/2020
LA FOUNTAINE, SHELLEY Roosevelt Elementary School	Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-214000	100	RA:004 - ST:24	Began Service 03/08/1985	5/23/2020
SANTOYO, JEANNE Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:21	Began Service 3/13/1995	6/1/2020

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SEYED RAZAVI, PARISA Adult School	Adult Ed Sub Teacher Adult Ed Sub Teacher	11.0-63910.0-41106-10000-1160-5330000	100		Began Service 9/7/2018	5/22/2020
YEGHIAZARYAN, LUSIK Monterey Continuation	Continuation High School Teacher - FTE:100%	01.0-01500.0-32000-10000-1110-5300000	100	STP: $1345	Began Service 8/7/2017	6/15/2020
VATS, MONIKA Special Education	Speech Therapist - FTE:100%	01.0-65000.0-57700-11901-1110-7440000	100	STP: $2690	Began Service 8/8/2011	7/3/2020
AGHAJANYAN, VAHE Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100		Began Service 12/2/2019	5/8/2020
SANDIN, CHRISTOPHER Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100		Began Service 12/27/2018	4/28/2020

TERMINATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ARMITSTEAD, JANET Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	STP: $1345	Will be placed on the 39 month re-employment list. Began Service	4/16/2020

ELECTION: PERMANENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SARNA, BARRY John Muir Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:006 - ST:24 STP: $1345		5/23/2020

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HERNANDEZ, AMALIA Special Education	Speech Therapist - FTE:100%	01.0-65000.0-57700-11901-1110-7440000	100	RA:VI - ST:10 STP: $4034		8/10/2020
KULBERG, SHARI Special Education	Speech Therapist - FTE:100%	01.0-65000.0-57700-11901-1110-7440000	100	RA:VI - ST:03 STP: $2690		8/10/2020
AVERY, LEONE John Muir Middle School	Teacher Culinary Arts - FTE:100%	01.0-00000.0-38000-10000-1110-3220000	100	RA:006 - ST:12 STP: $1345	Hired as Prob 2	8/10/2020

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CRUZ, ANDREA Health Services	School Nurse School Nurse - FTE:40%	01.0-00000.0-00000-31400-1216-7720025	100	RA:001 - ST:01	FTE 40%	8/10/2020 5/28/2021
MARTINEZ, IZABELLE Health Services	School Nurse - FTE:50%	01.0-00000.0-00000-31400-1216-7720000	100	RA:001 - ST:01	.50	8/10/2020 5/28/2021

ELECTION: SUMMER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CARLTON, LEE Instructional Services	Tosa Summer School	01.0-01500.0-00000-27000-1930-7420000	100		Summer School TOSA 2020	5/29/2020 7/2/2020

CHANGE OF CALENDAR	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ARMITSTEAD, JANET Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	 STP: $1345	To Change End Date	3/24/2020 4/15/2020

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SHALTS, RACHEL Special Education	Speech Therapist Leave of Absence - FTE:80%	01.0-65000.0-57700-11901-1110-7440000	100	RA:VI - ST:09 STP: $2152.04	EPSLA LOA	4/6/2020 4/17/2020
SHALTS, RACHEL Special Education	Speech Therapist Leave of Absence - FTE:80%	01.0-65000.0-57700-11901-1110-7440000	100	RA:VI - ST:09 STP: $2152.04	Emergency Family and Medical Leave Expansion Leave Act Leave	4/6/2020 5/22/2020
MULLADY, JEROME Burroughs High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:20 STP: $1345	EPSLA Leave	4/1/2020

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
PALASKI, JESSICA Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:08 STP: $1345		5/11/2020

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ABOOLIAN, ZOYA Childrens Center	Cc Teacher: Preschool Age CC Teacher-12 months - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:004 - ST:07	Change of end date	3/2/2020 3/31/2020
JALIAN, YVETTE Stevenson Elementary School	Elementary Teacher Elementary Job Share - FTE:100%	01.0-01500.0-00000-21300-1910-7420000	100	RA:006 - ST:09 STP: $672.5	Parental Bonding LOA	4/13/2020 5/22/2020
BITNER, ELIZABETH Adult School	Special Ed Teacher Leave of Absence - FTE:100%	11.0-63910.0-41100-10000-1110-5330044 11.0-00639.0-41100-10000-1110-5330044	50 50	RA:005 - ST:24 STP: $2690		4/22/2020 5/22/2020

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
TYLER, PATRICK Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		3/13/2020

ELECTION: ADDITIONAL HOURLY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MATSUI VON GUETZOW, SARAH Human Resources	Teacher: Other Hourly Teacher	01.0-00000.0-11100-27000-1930-9000000	100	Salary Rate: $33.77	To be paid at Other Hourly rate for Curriculum Writing due	3/16/2020 4/30/2020

CORRECTION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HOOG, MICHELE Thomas Edison Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2020000	100	RA:004 - ST:12	To Rescind General Purpose LOA 2020-2021	8/10/2020 5/28/2021
TIPTON, REBECCA Thomas Edison Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2020000	100	RA:006 - ST:13 STP: $1345	To rescind General Purpose LOA 2020-2021	8/10/2020 5/28/2021

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
RADER, DIONNE Burroughs High School	Long Term Sub Counselor LT-Substitute Counselor	01.0-01500.0-00000-31100-1260-4320000	100			02/18/2020 5/28/2020
FIELDS, JAIMI Emerson Elementary School	Long Term Sub Teacher 3rd Grade Teacher	01.0-00000.0-11100-10000-1160-2030000	100			5/6/2020 5/22/2020
FERERA, CHRISTOPHER Burroughs High School	Substitute Teacher Social Studies	01.0-00000.0-11100-10000-1160-4320000	100			4/22/2020 5/8/2020
FERERA, CHRISTOPHER Burroughs High School	Substitute Teacher Social Studies	01.0-00000.0-11100-10000-1160-4320000	100			4/22/2020 5/22/2020

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
FIELDS, JAIMI Emerson Elementary School	Long Term Sub Teacher 3rd Grade Teacher	01.0-00000.0-11100-10000-1160-2030000	100	Salary Rate: $279.02		5/6/2020 5/8/2020

REASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
GOMEZ, JENNIFER Burroughs High School	Special Ed Teacher - FTE:100%	01.0-65000.0-57700-11200-1110-4320000	100	STP: $1345	Resolution 26 on 2/26/2020	8/10/2020

RELEASED UNAVAILABLE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
BERKOVICH, ANDREW Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 1/26/16	04/03/2020

RESIGN POSITION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ARMSTRONG, CAROLINE Health Services	Sub: Nurse	01.0-00000.0-00000-31400-1260-7720000	100		Began Service 5/01/2019	5/22/2020

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 19-20-18

June 4, 2020
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Almasi, Christine	Miller	Intervention Planning	Hourly	$33.77	2	April - May
Almasi, Christine	Miller	Intervention Teaching	Hourly	$45.52	16	April - May
Almer, Jennifer	Instr. Services	Induction Mentor	Hourly	$1,910.50	1	January - June
Bauer, Sara	Instr. Services	Induction Mentor	Hourly	$944.40	1	January - June
Bethel, Lisa	Edison	Intervention Planning	Hourly	$33.77	4	April
Bethel, Lisa	Edison	Intervention Teaching	Hourly	$45.52	14	April
Boylan, Alicia	Instr. Services	Induction Mentor	Hourly	$944.40	1	January - June
Cannon, Twila	Roosevelt	Intervention Teaching	Hourly	$45.54	69	April - May
Coffey, Jodie	Emerson	Master Teacher Stipend	Stipend	$150.00	1	January - May
Cody, Nicole	Instr. Services	Induction Mentor	Hourly	$944.40	1	January - June
DeLuna, Humberto	Spec Ed	Home Teacher	Hourly	$36.09	87	April - June
Funk, Shauna	Roosevelt	Intervention Planning	Hourly	$33.77	1	May
Goldenberg, Jennifer	Instr. Services	Induction Mentor	Hourly	$1,910.50	1	January - June
Gomez, Jennifer	Spec Ed	Induction Mentor	Stipend	$1,910.50	1	January - June
Griffith, Jennifer	Instr. Services	Induction Mentor	Hourly	$1,910.50	1	January - June
Griffith, Jennifer	Miller	Intervention Teaching	Hourly	$33.77	6	May
Hanson, Moira	Emerson	Master Teacher Stipend	Stipend	$150.00	1	January - May
Hayat, Assali	Adult	Additional hours at assignment	Hourly	$38.20	3	April - May
Howitt, Elayne	Spec Ed	Induction Mentor	Stipend	$2,866	1	January - June
Johnson, Sandra	Edison	Intervention Planning	Hourly	$33.77	1	April
Johnson, Sandra	Edison	Intervention Teaching	Hourly	$45.52	6	April
Kienlen, Susan	Instr. Services	Induction Mentor	Hourly	$944.40	1	January - June
Khachikyan, Lilit	Miller	Intervention Planning	Hourly	$33.77	2	April - May
Khachikyan, Lilit	Miller	Intervention Teaching	Hourly	$45.52	16	April - May
Kling, Sarah	Edison	Intervention Planning	Hourly	$33.77	5	April
Kling, Sarah	Edison	Intervention Teaching	Hourly	$45.52	18.5	April
Kubler, Laura	Instr. Services	Induction Mentor	Hourly	$1,910.50	1	January - June
Kubler, Laura	Miller	Master Teacher Stipend	Stipend	$150.00	1	January - May
Levi, Julie	Spec Ed	Induction Mentor	Stipend	$2,866	1	January - June
Levi, Julie	Stevenson	Master Teacher Stipend	Stipend	$75.00	1	January - May
Maddern, Geralyn	Harte	Intervention Teaching	Hourly	$45.52	72	April – May

Maddern, Geralyn	Harte	Intervention Planning	Hourly	$33.77	2	April - May
Maddern, Geralyn	Harte	Intervention Teaching	Hourly	$45.52	48	May
Marrinelli, Geralyn	Washington	Intervention Planning	Hourly	$33.77	3	May
Martinez, Allison	Instr. Services	Induction Mentor	Hourly	$944.40	1	January - June
Papagiannopulos, Marsha	Miller	Intervention Planning	Hourly	$33.77	2	April - May
Papagiannopulos, Marsha	Miller	Intervention Teaching	Hourly	$45.52	16	April - May
Quirin-Uribe, Kristanna	Jefferson	Master Teacher Stipend	Stipend	$150.00	1	January - May
Riccuiti, Danielle	Washington	Intervention Planning	Hourly	$33.77	3	May
Roberts, Robyn	Washington	Intervention Planning	Hourly	$33.77	3	May
Rostomyan, Robyn	Jefferson	Master Teacher Stipend	Stipend	$150.00	1	January - May
Sawyer, Rayell	Edison	Intervention Planning	Hourly	$33.77	5	April
Sawyer, Rayell	Edison	Intervention Teaching	Hourly	$45.52	26.5	April
Timmons, Christy	Miller	Intervention Planning	Hourly	$33.77	6	May
Topalian, Talar	Instr. Services	Induction Mentor	Hourly	$944.40	1	January – June
Winstein, Deborah	Instr. Services	Induction Mentor	Hourly	$944.40	1	January – June
Winstein, Deborah	Miller	Master Teacher Stipend	Stipend	$150.00	1	January - May

Retirement

AYUSO, Barbara	Attendance Clerk Campus Supervision Assistant	01.0-00000.0-00000-27000-2410-3210000 01.0-00000.0-00000-83000-2210-3210000	.50 .25 .25 .125	33-VI 35-VI	C D	06-15-20	Jordan Middle School employed since 03-14-84
BANIAN, Vartuhi	Instructional Assistant-Primary Language Support	01.0-01501.0-47600-10000-2110-2030000	.375	31-VI	D	05-21-20	Emerson Elementary employed since 11-03-97
	Instructional Assistant-English Language Development	01.0-01501.0-47600-10000-2110-2030000	.375	32-VI	D	05-21-20	
GUTIERREZ, Lourdes	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2160000 12.0-90602.0-11100-10000-2110-2050000	.3125 .5625	32-VI 32-VI	C D	05-26-20 05-26-20	Washington Around the Bell employed since 07-23-07
MARINO, Milagros	Counseling Assistant	01.0-00000.0-00000-31100-2210-3200000 01.0-00000.0-00000-31100-2110-3210000	.50 .50	35-VI	C	07-31-20	Luther Middle School Jordan Middle School employed since 10-19-04
NAZARI, Alis	Food Service Cook II	13.0-53100.0-00000-37000-2210-3210000	.7813	31-VI	D	05-22-20	Jordan Middle School employed since 06-01-99
SNOWDEN, Nancy	Assessment & Accountability Technician	01.0-00000.0-00000-72000-2410-7420000	1.0	56-VI	A	06-01-20	Instructional Services employed since 07-31-98

Resignation

JURADO, Roberto	Director of Technology & Educational Support	01.0-00000.0-00000-77009-2311-773000	1.0	B1-7	A	05-08-20	Technology Services
PETERS, Jeremie	Instructional Assistant-Severely Impaired	01.0-33100.0-57500-11100-2110-2143000	.6875	35-II	D	05-21-20	Roosevelt Elementary

Termination

CL 0095		01.0-65000.0-57500-11905-2110-7440000	.8125	40-II	D	05-08-20	Human Resources

Leave

ALVAREZ, Margarita	Custodian	01.0-00100.0-00000-82100-2210-4310000	1.0	35-VI	A	04-21-20	Burbank High School EPSLA
ARTERO, Sonia	Custodian	01.0-00100.0-00000-82100-2210-4310000	1.0	35-VI	A	04-08-20	Burroughs High School EPSLA

Leave (Continued)

BAGHUMYAN, Anna	Instructional Assistant-Special Education	01.0-65000.0-57700-11200-2110-2030000	.75	32-IV	D	04-20-20 08-17-20	04-24-20 10-30-20	Emerson Elementary Paid Parental Bonding
DE AVILA, Jenny	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2130000	.6875	32-VI	D	05-01-20	05-15-20	Providencia Elementary Unpaid LOA
LOPEZ SANCHEZ, Celestino	Custodian	01.0-00100.0-00000-82100-2210-2100000	1.0	35-VI	A	04-16-20		Miller Elementary ESPLA
RAMOS, Jasselt	Custodian	01.0-00100.0-00000-82100-2210-4310000 11.0-00639.0-41100-82100-2210-5330000 11.0-63910.0-41102-82100-2210-5330000	.50 .20 .30	35-V	A	04-21-20		Burbank High School EPSLA
SALCEDO, Miriam	Food Service Supervisor II	13.0-53100.0-00000-37009-2312-4310000	1.00	S-VII	D	04-01-20	04-30-20	Burbank High School Emergency Paid Sick Leave
SANCHEZ, Hugo	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000 01.0-81500.0-00000-82200-2210-7523000	.10 .90	40-VI	A	04-20-20		Facilities Services EPSLA
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82200-2210-7520000	1.0	35-VI	A	04-21-20		Burbank High School EPSLA
TORRES, Jorge	Custodian	01.0-00100.0-00000-82100-2210-3220000	1.0	35-VI	A	04-21-20		Muir Middle School EPSLA
URIBE, Juan J.	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000 01.0-81500.0-00000-82200-2210-7523000	.10 .90	40-VI	A	04-15-20		Facilities Services EPSLA
VALLES, Fidel	Custodian	01.0-00100.0-00000-82200-2210-7520025	1.0	35-VI	A	04-21-20		Facilities Services EPSLA
WILLIAMS, Kimberly	Food Service Supervisor II	13.0-53100.0-00000-37009-2312-4320000	1.00	S-VII	D	04-17-20	05-08-20	Burbank High School Catastrophic Sick

Additional Compensation for Longevity

ABRAMYAN, Odet	Food Service Assistant	13.0-53100.0-00000-37000-2210-2020000	.3125	27-VI	D	05-01-20		Edison Elementary 10 yrs., $35.94/mo.
AVAKIAN, Jacqueline	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-VI	D	05-01-20		Special Education 10 yrs., $115/mo.
CORDOVA, Oscar	Senior Custodian	01.0-00100.0-00000-82100-2210-2150000	1.00	36-VI	A	05-01-20		Stevenson Elementary 30 yrs., $277/mo.

Additional Compensation for Longevity (Continued)

GUTIERREZ, Maria	Serving Kitchen Operator Food Service Assistant	13.0-53100.0-00000-37000-2210-7490002 13.0-53100.0-00000-37000-2210-2050000	.4375 .4375	29-VI 27-VI	D D	05-01-20 05-01-20		Luther Middle School Bret Harte Elementary 15 yrs., $148/mo.
MIKAYELYAN, Angela	Food Service Assistant	13.0-53100.0-00000-37000-2210-4310000	.250 .250	27-VI	D	05-01-20		Burbank High School 15 yrs., $74/mo.
SAHAGUN, Elisa	Budget/Accounting Technician	01.0-00000.0-00000-72000-2410-7470000	1.00	48-VI	A	05-01-20		Fiscal Services 15 yrs., $148/mo.
SALAZAR, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2210-2140000	.3125	27-VI	D	05-01-20		Roosevelt Elementary 25 yrs., $74.38
SORRENTI, Diann	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2060000	.5625	32-VI	D	05-01-20		Jefferson Elementary 10 yrs., $64.69/mo.

Additional Compensation for Bilingual Translation

AVAKIAN, Jacqueline	Discrete Trial Facilitator	01.0-65000.0-57500-11908-2110-7440000		40-VI	D	04-01-20	05-21-20	Special Education $43/month
CUEVAS, Larissa	Discrete Trial Facilitator	01.0-65000.0-57500-11908-2110-7440000		40-VI	D	04-01-20	05-21-20	Special Education $43/month
FRAIRE MEZA, Angelica	Discrete Trial Facilitator	01.0-65000.0-57500-11908-2110-7440000		40-II	D	04-01-20	05-21-20	Special Education $43/month
HERNANDEZ, Norma	Discrete Trial Facilitator	01.0-65000.0-57500-11908-2110-7440000		40-VI	D	04-01-20	05-21-20	Special Education $43/month
NANYAN, Anahit	Discrete Trial Facilitator	01.0-65000.0-57500-11908-2110-7440000		40-III	D	04-01-20	05-21-20	Special Education $43/month
POGHOSYAN, Hermine	Discrete Trial Facilitator	01.0-65000.0-57500-11908-2110-7440000		40-VI	D	04-01-20	05-21-20	Special Education $43/month
PORTER, Vianny	Discrete Trial Facilitator	01.0-65000.0-57500-11908-2110-7440000		40-VI	D	04-01-20	05-21-20	Special Education $43/month

Temporary Change of Assignment

PORTILLO, Carlos	Supervisor, Custodian	01.0-00100.0-00000-82100-2312-7520000	1.0	B9-1	A	02-24-20	05-04-20	Facilities Services (added end date)

Temporary Change of Assignment (Continued)

VONK, Rick	Director of Technology & Educational Support	01.0-00000.0-00000-77009-2311-7730000	1.0	B1-4	A	05-11-20		Technology Services
Election – Monthly								
CAZAREZ, Adam	Facilities Worker	01.0-81500.0-00000-81100-2210-7523000	1.0	44-I	A	05-15-20		Facilities Services
DEVALL, Jeffrey	Facilities Worker	01.0-81500.0-00000-81100-2210-7523000	1.0	44-I	A	05-27-20		Facilities Services
MARICHI, Rachel	Office Assistant-Elementary	01.0-00000.0-00000-27000-2410-2160000	1.00	34-I	C	05-18-20		Washington Elementary
Election – Hourly								
ABRAMYAN, Odet	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000		27-VI	D	03-16-20	03-27-20	Edison Elementary
ANTTILA, Carol	Office Assistant – Adult Education	11.0-63910.0-41102-10000-2410-5330000		34-VI	G	05-01-20	05-15-20	Adult Education
ARELLANO, Celina	Adult Education English Language Development – Office Specialist I	11.0-63910.0-41102-27000-2410-5330000		35-VI	G	05-01-20	05-15-20	Adult Education
AREVALO, Yahjaira	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000		43-V	C	03-16-20	03-27-20	McKinley Elementary
ARMENTA, Brenda	Food Service Supervisor II	01.0-00000.0-00000-72000-2440-9000000		S-IV	I	03-16-20	03-27-20	Jordan Middle School
AVELAR, Brianna	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000		27-I	D	03-16-20	03-27-20	Burroughs High School
AYALA, Jose R	Senior Custodian	01.0-00100.0-00000-83000-2240-7521000		36-VI	A	04-04-20	04-04-20	Facilities Services
AZNAVOUR, Yeran	Food Service Cook III	01.0-00000.0-00000-72000-2440-9000000		33-III	D	03-16-20	03-27-20	Luther Middle School
BARTA, Peggy	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000		27-VI	D	03-16-20	03-27-20	Burbank High School
BAZIKYAN, Armenuhi	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000		27-VI	D	03-16-20	03-27-20	Miller Elementary
BOVEE, Kristy	Instructional Technology Media Specialist	01.0-00000.0-00000-72000-2440-9000000		38-VI	D	03-16-20	03-27-20	Emerson Elementary
BUSTOS, Adriana	Bilingual Translator	01.0-65000.0-50010-21000-2950-7440000		16.24	G	05-01-20	06-30-20	Special Education
CABRAL, Marisol	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000		27-VI	D	03-16-20	03-27-20	McKinley Elementary

Election – Hourly (Continued)

CABRERA-AGUILAR, Adilia	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-III	D	03-16-20	03-27-20	Jordan Middle School
CAMARILLO, Lynda	Food Service Supervisor III	01.0-00000.0-00000-72000-2440-9000000	R-VI	D	03-16-20	03-27-20	Jordan Middle School
CASAS, Ines	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Jefferson Elementary
CECENA, Carmen	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Stevenson Elementary
CHORA, Josephina	Food Service Cook II	01.0-00000.0-00000-72000-2440-9000000	31-VI	D	03-16-20	03-27-20	Burbank High School
CIENFUEGOS, Rosa	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-I	D	03-16-20	03-27-20	Washington Elementary
CRUZ GOMEZ, Veronica	Custodian	01.0-90711.0-81000-50002-2240-4318000	35-III	A	03-15-20	03-15-20	Facilities Services
DAMIANI, Mary	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Jordan Middle School
DE LA TORRE, Norma	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Burroughs High School
DEL CASTILLO, Veronica	Instructional Assistant-English Language Development	01.0-42030.0-476060-10012-2130-742900	32-IV	D	02-01-20	05-21-20	Edison Elementary
DIAZ, Rubelia	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Luther Middle School
DIAZ, Victoria	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-VI	D	03-16-20	03-27-20	Disney Elementary
DIETER, Lauren	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000	43-VI	C	03-16-20	03-27-20	Miller Elementary
FARAZDAGHI, Marlene	School Office Manager-Children's Center	01.0-00000.0-00000-72000-2440-900000	43-IV	C	03-16-20	03-27-20	Horace Mann Children's Center
FLORES, Fernando	Children's Center Service Worker	01.0-00000.0-00000-72000-2440-9000000	33-IV	A	03-16-20	03-27-20	Washington Children's Center
GONAZALEZ, Addys	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000	43-V	C	03-16-20	03-27-20	Disney Elementary
GONZALEZ, Francisco	CC Service Worker	01.0-00000.0-00000-72000-2440-9000000	33-VI	A	03-16-20	03-27-20	Horace Mann Children's Center
GONZALEZ DE ORTIZ, Juana	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-VI	D	03-16-20	03-27-20	Washington Elementary

Election – Hourly (Continued)

GOULET, Amy	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000	43-III	C	03-16-20	03-27-20	Roosevelt Elementary
GUTIERREZ, Maria	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Bret Harte Elementary
HALLAJIAN, Maral	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Jordan Middle School
HARTOONIANS, Jaklin	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-V	D	03-16-20	03-27-20	Roosevelt Elementary
HARVEL, Eric	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-IV	D	03-16-20	03-27-20	Bret Harte Elementary
HERNANDEZ, Alexandra	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-II	D	03-16-20	03-27-20	Burbank High School
HERNANDEZ-TORRES	Barbecue Cook Food Service Utility Driver	01.0-00000.0-00000-72000-2440-9000000	29-V 33-V	D C	03-16-20 03-16-20	03-27-20 03-27-20	Jordan Middle School
HUERTA, Magali	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-I	D	03-16-20	03-27-20	Burroughs High School
HUIZAR, Lanell	Food Service Supervisor III	01.0-00000.0-00000-72000-2440-9000000	R-VII	D	03-16-20	03-27-20	Luther Middle School
JIMENEZ, Juan	Grounds Technician	01.0-00100.0-00000-83000-2240-7521000	40-VI	A	04-11-20	04-26-20	Facilities Services
JIMENEZ, Paola	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-IV	D	03-16-20	03-27-20	Edison Elementary
JIMENEZ-URIBE, Maria	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-V	I	03-16-20	03-27-20	Luther Middle School
KHAJEHTOURIAN, Katrin	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-IV	D	03-16-20	03-27-20	Muir Middle School
KHAJO MAIDA, Souzan	Bilingual Translator	01.0-30100.0-00000-24950-2950-2169000	16.24	G	04-01-20	05-22-20	Washington Elementary
KING, Elizabeth	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000	43-VI	C	03-16-20	03-27-20	Providencia Elementary
LEON, Oscar	Lead Custodian Secondary	01.0-00100.0-00000-83000-2240-7521000	40-VI	A	04-12-20	04-12-20	Facilities Services
LOMBARDI, Giovanni	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000	29.51	G	04-01-20	06-15-20	Burbank Adult School
LOPEZ, Corielle	School Office Manager	01.0-00000.0-00000-72000-2440-9000000	43-VI	C	03-16-20	03-27-20	Jefferson Elementary

Election – Hourly (Continued)

LEVITT, Edward	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000	29.51	G	04-01-20	05-31-20	Burbank Adult School
MOLINA, Brian	Barbecue Cook	01.0-00000.0-00000-72000-2440-9000000	29-VI	D	03-16-20	03-27-20	Burbank High School
MONTERO, Aurora	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Burbank High School
MORALES, Vivian	Library Coordinator-Elementary	01.0-00000.0-00000-72000-2440-9000000	36-III	D	03-16-20	03-27-20	Emerson Elementary
MURILLO, Erica	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-V	D	03-16-20	03-27-20	Muir Middle School
NANEZ ARCIVA, Brenda	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000 13.0-53100.0-00000-37000-2230-3200000	32-VI	D	03-16-20 04-01-20	03-27-20 04-01-20	McKinley Elementary Luther Middle School
NASRALLAH, Nancy	Instructional Assistant-English Language Development	01.0-42030.0-47600-24950-2930-7429000	32-V	D	04-28-20	04-30-20	Bret Harte Elementary
NAVARRO, Silvia	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Burroughs High School
NAZEM, Sima	Food Service Cook II	01.0-00000.0-00000-72000-2440-9000000	31-VI	D	03-16-20	03-27-20	Luther Middle School
NOYA, Daniel	Barbecue Cook Food Service Utility Driver	01.0-00000.0-00000-72000-2440-9000000	29-V 33-VI	D D	03-16-20 03-16-20	03-27-20 03-27-20	Luther Middle School
NUNO, Julie	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000	43-V	C	03-16-20	03-27-20	Washington Children's Center
ORELLANA, Edgar	Custodian	01.0-00100.0-00000-83000-2240-7521000	35-VI	A	04-05-20	04-19-20	Facilities Services
PAIGE, Della	Custodian	01.0-90711.0-81000-50002-2240-4318000	35-VI	A	03-14-20	03-14-20	Facilities Services
PEREZ, Joseph	Lead Custodian Secondary	01.0-90711.0-81000-50002-2240-4318000	40-VI	A	03-15-20	03-15-20	Facilities Services
PETKO, Branka	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Burbank High School
PLATTEN, Gabriella	Administrative Secretary	01.0-00000.0-00000-72000-2440-7471000	44-VI	A	02-01-20	03-13-20	Instructional Services
REINOSO, Patricia	Office Assistant-Elementary	01.0-00000.0-00000-72000-2440-9000000	34-VI	C	03-16-20	03-27-20	Providencia Elementary
RIVERA, Teresa	Food Service Cook II	01.0-00000.0-00000-72000-2440-9000000	31-VI	D	03-16-20	03-27-20	Burroughs High School

Election – Hourly (Continued)

ROBLES, Rebeca	CC Service Worker	01.0-00000.0-00000-72000-2440-9000000	33-VI	D	03-16-20	03-27-20	Horace Mann Children's Center
RODRIGUEZ, Sergio	Building Maintenance Leadperson	01.0-81500.0-00000-81100-2240-7523100	58-IV	A	04-09-20	04-09-20	Facilities Services
ROMERO, Nelly	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-III	D	03-16-20	03-27-20	Burroughs High School
SABAS-DUARTE, Aura	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Luther Middle School
	Food Service Utility Driver	13.0-53100.0-00000-37000-2230-3200000	33-IV	C	03-16-20 04-01-20	03-27-20 06-30-20	
SALCEDO, Miriam	Food Service Supervisor II	01.0-00000.0-00000-72000-2440-9000000	S-II	D	03-16-20	03-27-20	Luther Middle School
SCHOWENGERDT, Andrea	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000	43-V	C	03-16-20	03-27-20	Stevenson Elementary
SETA, Yvonne	School Office Manager-Elementary	01.0-00000.0-00000-72000-2440-9000000	43-VI	C	03-16-20	03-27-20	Washington Elementary
SHAHBAZIAN, Katrin	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Jordan Elementary
SORRENTI, Diann	Serving Kitchen Operator	01.0-00000.0-00000-72000-2440-9000000	32-VI	D	03-16-20	03-27-20	Jefferson Elementary
TELLEZ, Tina	Instructional Assistant Special Education	01.0-30100.0-11100-10012-2130-3229000	32-VI	D	04-01-20	05-21-20	Muir Middle School
TORRES, Consuelo	Custodian	01.0-90711.0-81000-50002-2240-4318000	35-VI	A	03-13-20	03-13-20	Facilities Services
TORRES, Veronica	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-II	D	03-16-20	03-27-20	Disney Elementary
VAZQUEZ, Isidoro	Custodian	01.0-90902.0-81000-50002-2240-7528000	35-VI	A	03-12-20	03-12-20	Miller Elementary
VELASQUEZ, Maria	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Muir Middle School
VELEZ, Anabel	Food Service Cook III	01.0-00000.0-00000-72000-2440-9000000	33-VI	I	03-16-20	03-27-20	Stevenson Elementary
VILLALTA, Maria	Food Service Assistant	01.0-00000.0-00000-72000-2440-9000000	27-VI	D	03-16-20	03-27-20	Luther Middle School

Election – Summer School

AGAZARYAN, Taline	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Horace Mann Preschool

Election – Summer School (Continued)

ATWAL, Harbinder	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-IV	D	06-01-20	07-02-20	Stevenson Elementary
BAUTISTA, Marie	Healthcare Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11908-2130-5480000	37-VI	D	06-01-20	07-02-20	Stevenson Elementary
BULONE, Kevin	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-IV	D	06-01-20	07-02-20	Stevenson Elementary
DEVALL, Barbara	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-VI	D	06-01-20	07-02-20	Stevenson Elementary
ESAIAN, Preny	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-II	D	06-01-20	07-02-20	Horace Mann Preschool
FOY, Susan	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Horace Mann Preschool
FRAGOSA, Leticia	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Stevenson Elementary
GARABEDIAN, Silva	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000	32-III	D	06-01-20	07-02-20	McKinley Elementary
GUERRA, Kristen	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-II	D	06-01-20	07-02-20	Stevenson Elementary
GUMM, Rachel	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-VI	D	06-01-20	07-02-20	Stevenson Elementary
KARIMIAN, Roobina	Instructional Assistant-Translator DHH	01.0-65000.0-57700-11100-2130-5480000	33-VI	D	06-01-20	07-02-20	Stevenson Elementary
LANGE, Erin	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Stevenson Elementary
LARA, Armida	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000	32-VI	D	06-01-20	07-02-20	McKinley Elementary
LUIZZI, Lydia	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Stevenson Elementary
MARUTYAN, Arpy	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000	32-III	D	06-01-20	07-02-20	McKinley Elementary

Election – Summer School (Continued)

McDONALD, Kailey	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-VI	D	06-01-20	07-02-20	Stevenson Elementary
MORAN, Maria	Instructional Assistant-Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000	45-VI	D	06-01-20	07-02-20	Stevenson Elementary
MURPHEY, Karin	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Stevenson Elementary
NEVAREZ, Silvia	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000	32-II	D	06-01-20	07-02-20	McKinley Elementary
PEREZ, Maria	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-VI	D	06-01-20	07-02-20	Stevenson Elementary
REYES, Faye	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000	32-IV	D	06-01-20	07-02-20	McKinley Elementary
ROSENTHAL, Erica	Instructional Assistant-Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000	45-VI	D	06-01-20	07-02-20	Stevenson Elementary
SANCHEZ, Bonnie	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Horace Mann Preschool
VARTOOMIAN, Arlet	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-III	D	06-01-20	07-02-20	Stevenson Elementary
VAZQUEZ, Rita	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000	35-VI	D	06-01-20	07-02-20	Horace Mann Preschool
WASSEM, Marianne	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000	32-VI	D	06-01-20	07-02-20	Stevenson Elementary
WRIGHT, Leticia	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000	32-IV	D	06-01-20	07-02-20	McKinley Elementary
ZAMUDIO, Maria	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000	32-VI	D	06-01-20	07-02-20	McKinley Elementary

Election – Walk on Coach

BRIGGS, James	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328500	13.09	F	04-01-20	04-20-20	Burroughs High School

Election – Walk on Coach (Continued)

ESTRADA, Blake	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328500	13.09	F	04-01-20	04-30-20	Burroughs High School
FREEMAN, Andee	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328500	13.09	F	04-01-20	04-30-20	Burroughs High School
GROTE, Laura	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-3208500	13.09	F	01-01-20	03-31-20	Luther Middle School
JACOBS, Daniel	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	13.09	F	03-01-20	04-30-20	Burroughs High School
LEE, Timothy	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328500	13.09	F	04-01-20	04-30-20	Burroughs High School
VILLEGAS, Sandra	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328500	13.09	F	04-01-20	04-30-20	Burroughs High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

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20000164	CARTER FENCE COMPANY INC	C/O 2: INCREASE BY $300.00; 2019-20 BLANKET ORDER; FENCING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,530.00
20000169	BERTRAND'S MUSIC	C/O 1: REDUCE BY $1,666.34; 2019-20 BLANKET ORDER; MUSICAL INSTRUMENT REPAIRS	BURBANK HIGH SCHOOL	010	$2,333.66
20000240	DICK BLICK CO	C/O 1: REDUCE BY $602.93; 2019-20 BLANKET ORDER; ART SUPPLIES	BURBANK HIGH SCHOOL	010	$397.07
20000366	US AIR CONDITIONING DISTRIBUTORS	C/O 1: INCREASE BY $2,300.00; 2019-20 BLANKET ORDER; HVAC SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$13,800.00
20000367	STUMBAUGH & ASSOCIATES INC	C/O 1: INCREASE BY $2,795.00; 2019-20 BLANKET ORDER; EQUIPMENT REPAIR AND MAINTENANCE MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$6,795.00
20000377	FERGUSON ENTERPRISES, INC.	C/O 1: INCREASE BY $1,800.00; 2019-20 BLANKET ORDER; PLUMBING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$8,800.00
20000418	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: REDUCE BY $1,250.00; 2019-20 BLANKET ORDER; OFFICE SUPPLIES	TECHNOLOGY SERVICES	010	$750.00
20000443	HP INC	C/O 1: CANCEL ORDER; 2019-20 BLANKET ORDER; COMPUTER REPAIR PARTS	TECHNOLOGY SERVICES	010	$1,000.00
20000444	GRAYBAR	C/O 1: INCREASE BY $895.00; 2019-20 BLANKET ORDER; TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	010	$1,895.00
20000445	BESTLINK NETWARE INC	C/O 1: REDUCE BY $1,000.00; 2019-20 BLANKET ORDER; TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	010	$1,000.00
20000446	CITY OF BURBANK	C/O 1: REDUCE BY $1,000.00; 2019-20 BLANKET ORDER; GASOLINE FOR TECHNOLOGY SERVICES VEHICLES	TECHNOLOGY SERVICES	010	$3,500.00
20000447	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $1,000.00; 2019-20 BLANKET ORDER; TECHNOLOGY SUPPLIES; DISCRETIONARY FUNDS	TECHNOLOGY SERVICES	010	$2,000.00
20000450	FRY'S ELECTRONICS INC	C/O 1: REDUCE BY $750.00; 2019-20 BLANKET ORDER; COMPUTER REPAIR SUPPLIES; DISCRETIONARY FUNDS	TECHNOLOGY SERVICES	010	$250.00
20000548	DIMENSION DATA NORTH AMERICA	C/O 1: CANCEL ORDER; PROFESSIONAL SERVICES AGREEMENT; SERVICE CALLS FOR DATA CENTER AND VOIP SYSTEM	TECHNOLOGY SERVICES	010	$4,500.00
20000641	SMART & FINAL STORES CORP	C/O 2: REDUCE BY $2,958.68; 2019-20 BLANKET ORDER; CULINARY ARTS CLASS SUPPLIES	MUIR MIDDLE SCHOOL	010	$8,000.00
20000792	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 3: INCREASE BY $501.45; 2019-20 BLANKET ORDER; OFFICE & CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	MAGNOLIA PARK	010	$886.45

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20000920	PURPLE COMMUNICATIONS	C/O 2: INCREASE BY $180,000 - BD 2/6/20; CONSULTANT AGREEMENT; INTERPRETER & TRANSLATOR SERVICES; SPECIAL EDUCATION; BOARD APPROVED 6/20/19	SPECIAL EDUCATION	010	$380,000.00
20001150	HANDY MARKET	C/O 1: REDUCE BY $1,600.00; 2019-20 BLANKET ORDER; MATERIALS & SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$700.00
20001151	MACIAS, SANDRA	C/O 1: CANCEL ORDER; 2019-20 BLANKET ORDER; MATERIALS & SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,700.00
20001177	GOLD STAR FOODS	C/O 1: REDUCE BY $900.00; 2019-20 BLANKET ORDER; INSTRUCTIONAL SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,600.00
20001178	DRIFTWOOD DAIRY	C/O 1: REDUCE BY $700.00; 2019-20 BLANKET ORDER; INSTRUCTIONAL SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,800.00
20001388	AKUTAGAWA, FUMI	C/O 2: CANCEL ORDER; CONSULTANT AGREEMENT; JAPANESE CULTURAL DEMONSTRATIONS; ACCOUNTS RECEIVABLE; BOARD APPROVED 9/5/19	MUIR MIDDLE SCHOOL	010	$1,000.00
20001480	D'ANDREA, CHRISTINA	C/O 1: INCREASE BY $415.00; 2019-20 BLANKET ORDER; CULINARY ARTS CLASS MATERIALS & SUPPLIES	JORDAN MIDDLE SCHOOL	010	$2,915.00
20001714	SHARP BUSINESS SYSTEMS	C/O 2: INCREASE BY $144,000.00; 2019-20 BLANKET ORDER; DISTRICT-WIDE COPIER MANAGED PRINT SERVICES; BOARD APPROVED 8/1/19	FISCAL SERVICES	010	$314,865.45
20002099	CHASE, KRISTI	C/O 1: INCREASE BY $3,055.00; CONSULTANT AGREEMENT; PE CLASS INSTRUCTION & TRAINING; GIFT FUNDS; BOARD APPROVED 8/15/19	JEFFERSON ELEMENTARY	010	$6,110.00
20002335	BOYD, JACOB	C/O 2: INCREASE BY $3,600.00; CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 8/15/19	ROOSEVELT ELEMENTARY	010	$12,000.00
20002360	TURF STAR, INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$237.78
20002424	MECHANIC'S TRAILER & LIFT GATE REPAIRS, INC.	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$396.47
20002426	MECHANIC'S TRAILER & LIFT GATE REPAIRS, INC.	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$130.00
20002510	SERGIO ROBERTO MARTINEZ	C/O 1: CANCEL ORDER; STUDENT TRANSPORTATION; CABRILLO MARINE AQUARIUM; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$480.00
20002602	RBLISS LLC	C/O 1: INCREASE BY $10,800.00; CONSULTANT AGREEMENT; STEAM LAB SERVICES; GIFT FUNDS; BOARD APPROVED 9/5/19	JEFFERSON ELEMENTARY	010	$21,600.00
20002658	NORTHERN TOOL & EQUIPMENT CO.	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$135.60
20002661	TENNANT SALES AND SERVICE CO	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$500.09

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20002765	FOUR WINDS	C/O 1: CANCEL ORDER; STUDENT TRANSPORTATION; HART HS; ACCOUNTS RECEIVABLE FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$960.00
20002788	SERGIO ROBERTO MARTINEZ	C/O 2: CANCEL ORDER; STUDENT TRANSPORTATION; EBELL THEATER; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$800.00
20002971	24TH STREET THEATRE	C/O 2: REINSTATE ORDER; CONSULTANT AGREEMENT; ARTIST IN RESIDENCY; ARTS FOR ALL FUNDS; BOARD APPROVED 2/6/20	WASHINGTON ELEMENTARY	010	$8,145.00
20002979	UNIVAR USA INC	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$241.45
20002980	ULINE - Attn: ACCOUNTS RECEIVABLES	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$1,337.65
20003037	INSECT LORE PRODUCTS	C/O 1: CANCEL ORDER; INSTRUCTIONAL SUPPLIES	MC KINLEY ELEMENTARY	010	$58.64
20003123	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ORDER; CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$110.24
20003130	UNDERWOOD FAMILY FARMS	C/O 1: CANCEL ORDER; FIELD TRIP ADMISSION; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$1,000.00
20003132	KIDSPACE CHILDRENS MUSEUM	C/O 2: REDUCE BY $1,695.00; FIELD TRIP ADMISSION; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$100.00
20003138	LEONIS ADOBE MUSEUM	C/O 1: CANCEL ORDER; FIELD TRIP ADMISSION; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$1,056.00
20003197	UME FEDERAL CREDIT UNION	C/O 1: REVISED PRICES; BOOKS; SPECIAL EDUCATION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$29.46
20003245	UNDERWOOD FAMILY FARMS	C/O 1: CANCEL ORDER; FIELD TRIP ADMISSION; GIFT FUNDS	EDISON ELEMENTARY	010	$978.00
20003298	UNDERWOOD FAMILY FARMS	C/O 1: CANCEL ORDER; FIELD TRIP ADMISSIONS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$1,240.00
20003319	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: REVISE PRICE; CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$66.37
20003322	UME FEDERAL CREDIT UNION	C/O 1: CANCEL ORDER; TECHNOLOGY SUPPLY	EMERSON ELEMENTARY	010	$7.65
20003385	JOHN TRACY CLINIC DBA JOHN TRACY CENTER	CONSULTANT AGREEMENT; LISTENING AND SPOKEN LANGUAGE THERAPY; SPECIAL EDUCATION FUNDS; BOARD APPROVED 3/5/20	SPECIAL EDUCATION	010	$4,030.00
20003386	SUPPLY SOLUTIONS	CLEANING SUPPLIES; COVID-19 LEA RESPONSE FUNDS	FISCAL SERVICES	010	$137.76
20003387	CDW-G - COMPUTER DISCOUNT WHSE	TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$244.73
20003388	DALIAN, SUSAN	CONSULTANT AGREEMENT; THEATRE ARTS INSTRUCTION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 3/5/20	MAGNOLIA PARK	010	$2,800.00
20003389	BILL FERRELL CO.	EQUIPMENT RENTAL; ONE-TIME FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$824.10
20003390	ALL PHASE ELECTRIC SUPPLY CO	OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$276.35
20003391	UME FEDERAL CREDIT UNION	ANNUAL AMAZON PRIME SUBSCRIPTION; BOARD APPROVED 5/20/19	PURCHASING SERVICES	010	$131.20

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20003392	COPELAND, CHRIS	REIMBURSEMENT TO TEACHER FOR COMPUTER EQUIPMENT; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$206.06
20003393	BURBANK ADULT SCHOOL ASB	REIMBURSEMENT TO ASB FOR INSTRUMENT MOVING SERVICE; FILM LA FUNDS	BURBANK ADULT SCHOOL	010	$230.00
20003394	AMAZON CAPITAL SERVICES	COMMUNICATIONS EQUIPMENT	COMMUNITY DAY SCHOOL	010	$468.56
20003395	AMAZON CAPITAL SERVICES	SUPPLIES; SPECIAL EDUCATION FUNDS	VARIOUS SITES	010	$144.84
20003396	AMAZON CAPITAL SERVICES	BOOKS; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$48.50
20003397	STOTZ EQUIPMENT	GROUNDS EQUIPMENT REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$6,795.04
20003398	CONOVER COMPANY	SOFTWARE LICENSE; WORKABILITY GRANT	SPECIAL EDUCATION	010	$627.30
20003399	TEACHER SYNERGY LLC	FREE SOFTWARE LICENSES; COVID-19 LEA RESPONSE FUNDS	JEFFERSON ELEMENTARY	010	$0.01
20003400	LOS ANGELES COMMUNITY COLLEGE	CONSULTANT AGREEMENT; ACTIVITIES COORDINATOR; K12 STRONG WORKFORCE PROGRAM PATHWAY IMPROVEMENT GRANT; BOARD APPROVED 9/5/19 & 9/19/19	DISTRICT OFFICE	010	$39,742.50
20003401	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$3,911.38
20003402	HARRISON, LISA	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$200.00
20003403	ELLIOTT, GINA	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$32.98
20003404	UME FEDERAL CREDIT UNION	STUDENT AWARDS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$150.00
20003405	AMAZON CAPITAL SERVICES	BOOKS; SPECIAL EDUCATION FUNDS	VARIOUS SITES	010	$25.59
20003406	EDUCATION THROUGH MUSIC L.A.	MUSIC INSTRUCTION; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$420.00
20003407	ORTIZ, JUANA	REIMBURSEMENT TO PARENT FOR OVER PAYMENT OF ATB FEES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$110.00
20003408	PAZ, VANESSA	REIMBURSEMENT TO PARENT FOR OVER PAYMENT OF ATB FEES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$800.00
20003409	DAVOODI, RAZMIK	REIMBURSEMENT TO PARENT FOR OVER PAYMENT OF ATB FEES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$330.00
20003410	PAUL TAYLOR SINCLAIR	CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 2/20/20	ROOSEVELT ELEMENTARY	010	$5,040.00
20003411	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT & SUPPLIES; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,(

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20003412	CENTRAL RESTAURANT PRODUCTS	CLASSROOM EQUIPMENT; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3,671.69
20003413	TAYLOR, ROBYN	REIMBURSEMENT TO PARENT FOR GALA SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$68.32
20003414	BENDER, MELISSA	REIMBURSEMENT TO PARENT FOR GALA SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$279.00
20003415	CHAPLIN, JOSEPH	CONSULTANT AGREEMENT; DANCE WORKSHOPS; GIFT FUNDS; BOARD APPROVED 3/5/20	EMERSON ELEMENTARY	010	$2,400.00
20003416	EVERYTHING MEDICAL, LLC	HEALTH SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$143.29
20003417	SCHOOL HEALTH CORP.	HEALTH SUPPLIES	MC KINLEY ELEMENTARY	010	$191.64
20003418	STRUYK, CONNIE	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$50.00
20003419	MOSER, KATHARINE P.	CONSULTANT AGREEMENT; THEATER INSTRUCTION; GIFT FUNDS; BOARD APPROVED 3/5/20	EMERSON ELEMENTARY	010	$2,400.00
20003420	UME FEDERAL CREDIT UNION	TECHNOLOGY SUPPLIES; TITLE 1 FUNDS	MUIR MIDDLE SCHOOL	010	$30.32
20003421	CURRAN, MARTIN	REIMBURSEMENT TO TEACHER FOR OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$200.00
20003422	ELLIOTT, JEANNETTE	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES; MONTEREY CONTINUATION EDUCATION FUNDS	MONTEREY HIGH SCHOOL	010	$180.70
20003423	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$1,214.87
20003424	KAGAN PUBLISHING	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$907.14
20003425	ROCHESTER 100 INC	CLASSROOM SUPPLIES; MAA FUNDS	BRET HARTE ELEMENTARY	010	$640.00
20003426	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$617.32
20003427	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$825.00
20003428	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$991.20
20003429	CROWN CITY BUSES, INC.	STUDENT TRANSPORTATION; ATHLETICS; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$426.35
20003430	SCHOOL ZONE TRANSPORTATION	STUDENT TRANSPORTATION; ATHLETICS; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$800.00
20003431	DOUBLE HI EXPRESS TOURS INC.	STUDENT TRANSPORTATION; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$835.70
20003432	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$8,644.75
20003433	CROWN CITY BUSES, INC.	STUDENT TRANSPORTATION; IMA; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$578.35

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20003434	TRANSIT SYSTEMS UNLIMITED, INC	2019-20 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$6,300.00
20003435	SCORPIO ENTERPRISES	EQUIPMENT REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$479.90
20003436	SCORPIO ENTERPRISES	EQUIPMENT REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$479.90
20003437	ATWOOD, TIFFANY	REIMBURSEMENT TO PARENT FOR TALENT SHOW SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$500.00
20003438	MIGUEL, JENNIFER	REIMBURSEMENT TO PARENT FOR TALENT SHOW SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$294.67
20003439	WORSHAM, JUSTIN	REIMBURSEMENT TO PARENT FOR EQUIPMENT RENTAL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$432.79
20003440	CROFOOT, LEONARD JOHN	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 2/20/20	EMERSON ELEMENTARY	010	$1,200.00
20003441	AGOSTI, AUGUST	REIMBURSEMENT TO PARENT FOR AUDIO EQUIPMENT; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$298.08
20003442	SORENSEN, TRACY	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$50.00
20003443	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT; MAA FUNDS	BRET HARTE ELEMENTARY	010	$257.54
20003444	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES AND FURNITURE; FILM LA FUNDS	MUIR MIDDLE SCHOOL	010	$400.87
20003445	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$158.65
20003446	CENTRAL RESTAURANT PRODUCTS	CUSTODIAL SUPPLIES; COVID-19 LEA RESPONSE FUNDS	FACILITIES SERVICES	010	$2,686.83
20003447	REFRIGERATION SUPPLIES DIST	FOOD SERVICES EQUIPMENT REPAIR; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$234.91
20003448	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$18.76
20003449	MASON, VARGUS	REIMBURSEMENT TO FUNDRAISING CLUB VOLUNTEER FOR AUDIO EQUIPMENT; GIFT FUNDS	PROVIDENCIA ELEMENTARY	010	$550.15
20003450	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$407.79
20003451	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES	PROVIDENCIA ELEMENTARY	010	$249.95
20003452	UME FEDERAL CREDIT UNION	STUDENT AWARDS; ACCOUNTS RECEIVABLE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$595.51
20003453	ENRICH LA	CONSULTANT AGREEMENT; GARDEN RANGER PROGRAM; GIFT FUNDS; BOARD APPROVED 10/3/19	JEFFERSON ELEMENTARY	010	$5,175.00
20003454	APPLE COMPUTER ED SALES	TECHNOLOGY EQUIPMENT	JEFFERSON ELEMENTARY	010	$61.45
20003455	WOODARD, NEELA	REIMBURSEMENT TO FUNDRAISING COMMITTEE PRESIDENT FOR SOFTWARE SUBSCRIPTION & SUPPLY; GIFT FUNDS	STEVENSON ELEMENTARY	010	$83.63
20003456	NETOP TECH INC	SOFTWARE LICENSES; BOAR APPROVED 6/20/19	BURBANK HIGH SCHOOL	010	$8

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20003457	GORILLA ART STUDIO	CONSULTANT AGREEMENT; DRAWING INSTRUCTION; GIFT FUNDS; BOARD APPROVED 11/7/19	JEFFERSON ELEMENTARY	010	$6,375.00
20003458	BERTRAND'S MUSIC	INSTRUMENT RENTAL	BURBANK HIGH SCHOOL	010	$249.60
20003459	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL MATERIALS	STEVENSON ELEMENTARY	010	$220.79
20003460	REALLY GOOD STUFF LLC	INSTRUCTIONAL MATERIALS	STEVENSON ELEMENTARY	010	$421.47
20003461	SHOGUN MULTI SERVICES & PROMOTIONAL PRODUCTS	FOOD DISTRIBUTION SUPPLIES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$198.45
20003462	BARTEL, ABBY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003463	BOUTROS, BAVLOS	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003464	LUDDEN, MICHAEL	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003465	RIDDELL	RECONDITIONING OF ATHLETIC EQUIPMENT	BURBANK HIGH SCHOOL	010	$9,000.00
20003466	HILL, DAVID JACOB	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003467	RYAN, BELINDA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003468	SMITH-FORGE, KARYN J	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$150.00
20003469	HOLBERT, AARON N	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003470	WANG, XIAOFEI	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003471	ANDERSON, LAUREN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$110.00
20003472	MIRO, CHRISTIE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$110.00
20003473	TAYLOR, BEVERLY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$550.00
20003474	THORDARSON, RAGGA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003475	LEE, TIMOTHY	DRUMLINE CHOREOGRAPHY SERVICES	BURBANK HIGH SCHOOL	010	$750.00
20003476	DEMCO INC	LIBRARY SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$96.17

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20003477	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT; FILM LA FUNDS	JORDAN MIDDLE SCHOOL	010	$3,182.94
20003478	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT	EMERSON ELEMENTARY	010	$1,290.17
20003479	URSETTI, DANIEL	INSTRUCTIONAL MATERIALS	BURBANK HIGH SCHOOL	010	$900.00
20003480	REUBEN, JANA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003481	DWORKIN, KRISTEN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003482	COLBY, JACLYNN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003483	DIETRICK, LISA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003484	MYSTERY SCIENCE INC	SOFTWARE SUBSCRIPTION; TITLE I FUNDS; BOARD APPROVED 6/20/19	WASHINGTON ELEMENTARY	010	$999.00
20003485	WINDSOR, REBECCA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003486	SOFF, KATIE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003487	MYSTERY SCIENCE INC	SOFTWARE SUBSCRIPTION; BOARD APPROVED 6/20/19	PROVIDENCIA ELEMENTARY	010	$999.00
20003488	HARNOIS, ELIZABETH	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003489	BOYKE, ASHLEY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003490	AVDUL, JASON	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003491	DIAMOND, ELIZABETH	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$250.00
20003492	TURNER, NINA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$150.00
20003493	WOODWIND & THE BRASSWIND	MUSIC EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$141.12
20003494	WALTER LAKES, BROOKE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$150.00
20003495	SERVIN, SHAREE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$150.00
20003496	LAVA, SARAH	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$110.00

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20003497	VOORHES, JAMIE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$110.00
20003498	HYDRAULIC INDUSTRIAL PLUMBING SUPPLY	PLAYGROUND EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	EMERSON ELEMENTARY	010	$2,534.65
20003499	FOUR WINDS	STUDENT TRANSPORTATION; VMA; ACCOUNTS RECEIVABLE FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$435.00
20003500	BAER, MAUREEN	REIMBURSEMENT TO OFFICE ASSISTANT FOR OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$161.60
20003501	TEBBE, JULIE	REIMBURSEMENT TO OFFICE MANAGER FOR OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$120.15
20003502	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$61.65
20003503	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$82.28
20003504	SMITH, BRIAN	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$266.42
20003505	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$88.19
20003506	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR TRAVEL EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 2/20/20 & 4/16/20	SPECIAL EDUCATION	010	$1,988.88
20003507	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT	MONTEREY HIGH SCHOOL	010	$178.58
20003508	PAPER DIRECT INC	OFFICE SUPPLIES	MC KINLEY ELEMENTARY	010	$126.07
20003509	GANDER PUBLISHING	INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	MC KINLEY ELEMENTARY	010	$110.39
20003510	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES; WORKABILITY GRANT	SPECIAL EDUCATION	010	$123.85
20003511	AMBROSE, BRANDON	RENTAL EQUIPMENT	BURBANK HIGH SCHOOL	010	$600.00
20003512	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	HORACE MANN CHILDREN´S CENTER	120	$1,051.41
20003513	SHOOB PHOTO SOUTH LLC	PHOTOGRAPHY SERVICES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$810.00
20003514	LAKESHORE CURRICULUM MATERIAL	CLASSROOM FURNITURE AND SUPPLIES; CHILD DEVELOPMENT FUNDS	HORACE MANN CHILDREN´S CENTER	120	$4,404.18
20003515	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLY; WORKABILITY GRANT	SPECIAL EDUCATION	010	$72.15
20003516	CBFS-CAMBRIDGE BUSINESS FORMS SVCS	OFFICE SUPPLIES; COVID-19 LEA RESPONSE FUNDS	FISCAL SERVICES	010	$923.01
20003517	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$105.40
20003518	GRIFFIN, MARIANNE	CSEA CLAIM FOR DAMAGE TO PERSONAL VEHICLE	FISCAL SERVICES	010	$250.00
20003519	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JORDAN MIDDLE SCHOOL	010	$149.19
20003520	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	STEVENSON ELEMENTARY	010	$155.34

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20003521	LIGHTFOOT, RICHARD	REIMBURSEMENT TO TEACHER FOR SOFTWARE; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$149.25
20003522	GOPHER SPORT	PLAYGROUND SUPPLIES	JEFFERSON ELEMENTARY	010	$1,067.77
20003523	NEARPOD INC	SOFTWARE SUBSCRIPTION; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$2,500.00
20003524	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR EDUCATIONAL EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/17/20	SPECIAL EDUCATION	010	$12,000.00
20003525	STUDIES WEEKLY INC	MAGAZINE SUBSCRIPTIONS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$2,445.40
20003526	REED, JOSEPH	REIMBURSEMENT TO CONSULTANT FOR LAB SUPPLIES	JEFFERSON ELEMENTARY	010	$415.33
20003527	BLUM, NACNY A	CONSULTANT AGREEMENT; PSYCHOEDUCATIONAL EVALUATIONS; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/16/20	SPECIAL EDUCATION	010	$6,000.00
20003528	DR LORI S NISHIDA-EUGENIO	CONSULTANT AGREEMENT; VISION THERAPY; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/16/20	SPECIAL EDUCATION	010	$7,000.00
20003529	STAGES4U	CONSULTANT AGREEMENT; RECREATIONAL THERAPY; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/16/20	SPECIAL EDUCATION	010	$2,700.00
20003530	NEW READERS PRESS	BOOKS; ADULT EDUCATION FUNDS	BURBANK ADULT SCHOOL	110	$570.81
20003531	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$131.78
20003532	CENTER FOR DEVELOPING KIDS	CONSULTANT AGREEMENT; OCCUPATIONAL THERAPY; SPECIAL EDUCATION FUNDS; BOARD APPROVED 2/6/20	SPECIAL EDUCATION	010	$2,000.00
20003533	CLENDENIN, ERIN FIEDLER	CONSULTANT AGREEMENT; PHOTOGRAPHY CLASSES; GIFT FUNDS; BOARD APPROVED 8/15/19	JEFFERSON ELEMENTARY	010	$3,750.00
20003534	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 4/16/20	EMERSON ELEMENTARY	010	$3,150.00
20003535	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTIONS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$1,247.75
20003536	SPECIAL EDUCATION PARENTS	CONSULTANT AGREEMENT; COMPENSATORY EDUCATIONAL SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/16/20	SPECIAL EDUCATION	010	$18,600.00
20003537	UME FEDERAL CREDIT UNION	STUDENT AWARDS; FILM LA FUNDS	DISNEY ELEMENTARY	010	$180.38
20003538	UME FEDERAL CREDIT UNION	STUDENT AWARDS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$309.96
20003539	UME FEDERAL CREDIT UNION	STUDENT AWARDS	MILLER ELEMENTARY	010	$130.76
20003540	BISHOP, DARRELL D	CONSULTANT AGREEMENT; VARIETY SHOW DIRECTOR; GIFT FUNDS; BOARD APPROVED 4/17/20	BRET HARTE ELEMENTARY	010	$3,500.00

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20003541	ALL AMERICAN TROPHY & ENGRAVING CO	TEACHER & EMPLOYEE AWARDS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$82.56
20003542	STUDIES WEEKLY INC	MAGAZINE SUBSCRIPTIONS; MAA FUNDS	MC KINLEY ELEMENTARY	010	$175.30
20003543	SHOOB PHOTO SOUTH LLC	PHOTOGRAPHY SERVICES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$1,040.00
20003544	AMAZON CAPITAL SERVICES	BOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$308.58
20003545	DEVRIES, KELLIE	REIMBURSEMENT TO SPECIAL EDUCATION TECHNICIAN FOR OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	VARIOUS SITES	010	$113.86
20003546	ARENAL, SHANNON L	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$148.21
20003547	TRAN, LISA	REIMBURSEMENT TO OCCUPATIONAL THERAPIST FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$43.94
20003548	CINTAS CORPORATION	HEALTH SUPPLIES; COVID-19 LEA RESPONSE FUNDS	Health Services	010	$2,177.44
20003549	BRAINPOP	SOFTWARE SUBSCRIPTION	STEVENSON ELEMENTARY	010	$2,550.00
20003550	VARGAS, WENDY	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR OFFICE SUPPLIES	MUIR MIDDLE SCHOOL	010	$96.99
20003551	WILL & COMPANY	CONSULTANT AGREEMENT; DANCE WORKSHOPS; LCAP & FILM LA FUNDS; BOARD APPROVED 12/19/19	MILLER ELEMENTARY	010	$6,750.00
20003552	THE HOME DEPOT F/K/A SUPPLYWORKS	CUSTODIAL SUPPLIES; COVID-19 LEA RESPONSE FUNDS	FACILITIES SERVICES	010	$18,482.09
20003553	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	EMERSON ELEMENTARY	010	$619.08
20003554	LIZ RICHARDS DESIGN, LLC	CONSULTANT AGREEMENT; BUILDING MURAL; GIFT & ARTS FOR ALL FUNDS; BOARD APPROVED 12/19/19	BRET HARTE ELEMENTARY	010	$3,000.00
20003555	ANDERSON, LAURA	CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND; GIFT FUNDS; BOARD APPORVED 6/20/19	BRET HARTE ELEMENTARY	010	$3,000.00
20003556	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; ASES FUNDS	PROVIDENCIA ELEMENTARY	010	$1,921.32
20003557	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	ROOSEVELT ELEMENTARY	010	$434.34
20003558	PERMA-BOUND A DIV OF HERTZBERG-NEW METHOD	BOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$504.34
20003559	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$296.53
20003560	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$623.32
20003561	MAP OF THE MONTH	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$187.64
20003562	LAKESHORE CURRICULUM MATERIAL	BOOKS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$239.23

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20003563	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$331.85
20003564	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	MUIR MIDDLE SCHOOL	010	$432.74
20003565	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$326.98
20003566	RAYNER, MICHAEL	CONSULTANT AGREEMENT; STUDENT ASSEMBLY; GIFT FUNDS; BOARD APPROVED 4/17/20	BRET HARTE ELEMENTARY	010	$700.00
20003567	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; ASES FUNDS	DISNEY ELEMENTARY	010	$33.08
20003568	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	PROVIDENCIA ELEMENTARY	010	$131.49
20003569	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$398.19
20003570	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	MUIR MIDDLE SCHOOL	010	$125.24
20003571	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$287.31
20003572	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	PROVIDENCIA ELEMENTARY	010	$75.12
20003573	AMAZON CAPITAL SERVICES	BOOKS; SPECIAL EDUCATION FUNDS	VARIOUS SITES	010	$151.67
20003574	ALHAMBRA UNIFIED SCHOOL DISTRICT	FREIGHT FOR FOOD DONATION; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$46.15
20003575	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLY; SPECIAL EDUCATION FUNDS	PROVIDENCIA ELEMENTARY	010	$5.16
20003576	MCNULTY, MEGAN	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 2/20/20	EDISON ELEMENTARY	010	$4,160.00
20003577	AMAZON CAPITAL SERVICES	BOOKS; SPECIAL EDUCATION FUNDS	VARIOUS SITES	010	$160.85
20003578	EIDEM, JENNIFER	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	PROVIDENCIA ELEMENTARY	010	$20.00
20003579	SCHOLASTIC INC.	BOOKS; SPECIAL EDUCATION FUNDS	PROVIDENCIA ELEMENTARY	010	$177.61
20003580	SCHOLASTIC INC.	BOOKS; SPECIAL EDUCATION FUNDS	DISNEY ELEMENTARY	010	$102.53
20003581	BOYS TOWN PRESS	BOOKS; SPECIAL EDUCATION FUNDS	DISNEY ELEMENTARY	010	$79.34
20003582	MITCHELL, CHRISTOPHER	REIMBURSEMENT TO TEACHER FOR REGISTRATION FEES	JORDAN MIDDLE SCHOOL	010	$1,509.56
20003583	FUN EXPRESS LLC	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	DISNEY ELEMENTARY	010	$32.36
20003584	ETTERBEEK, BRENDA	CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 8/15/19	EDISON ELEMENTARY	010	$1,920.00
20003585	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$953.97
20003586	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT	MONTEREY HIGH SCHOOL	010	$1,202.69
20003587	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$1,2

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20003588	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,448.38
20003589	SCHOOL SPECIALTY, INC	CLASSROOM SUPPLIES; MAA FUNDS	MC KINLEY ELEMENTARY	010	$461.75
20003590	AMERICAN TECHNOLOGY SOLUTIONS, CORP.	SOFTWARE & MAINTENANCE FOR PROGRAM TO MANAGE 1095-C; BOARD APPROVED 6/20/19	PERSONNEL SERVICES	010	$4,805.22
20003591	SCHOLASTIC INC.	BOOKS; SPECIAL EDUCATION FUNDS	VARIOUS SITES	010	$7.99
20003592	SCHOLASTIC INC.	BOOKS; SPECIAL EDUCATION FUNDS	VARIOUS SITES	010	$7.99
20003593	ROG, CHRISTINE	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR SOFTWARE; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$11.99
20003594	4IMPRINT	OFFICE SUPPLIES; MAA FUNDS	MILLER ELEMENTARY	010	$487.58
20003595	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$448.08
20003596	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$320.92
20003597	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	BRET HARTE ELEMENTARY	010	$101.31
20003598	INDUSTRIAL ELECTRIC COMMERCIAL PARTS & SERVICE,	FOOD SERVICE REPAIR MATERIAL	FACILITIES PLANNING SERVICES	130	$81.68
20003599	UME FEDERAL CREDIT UNION	SAFETY SUPPLY	Student Services	010	$118.11
20003601	DICK BLICK CO	ART SUPPLIES	BURBANK HIGH SCHOOL	010	$1,196.99
20003602	MYSTERY SCIENCE INC	SOFTWARE SUBSCRIPTION	STEVENSON ELEMENTARY	010	$999.00
20003603	FREEMAN, ANDEE	PERFORMANCE MATERIALS	BURBANK HIGH SCHOOL	010	$275.00
20003604	FUN EXPRESS LLC	CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$49.72
20003605	BRIGGS, JAMES	PERFORMANCE MATERIALS; GENERAL UNRESTRICTED AND GIFT FUNDS	BURBANK HIGH SCHOOL	010	$1,000.00
20003606	FUN EXPRESS LLC	CLASSROOM SUPPLIES; ASES FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$471.64
20003607	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; ASES FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$193.19
20003608	GOPHER SPORT	PLAYGROUND EQUIPMENT; ASES FUNDS	PROVIDENCIA ELEMENTARY	010	$1,204.36
20003609	BAUDVILLE INC	STUDENT AWARDS	MILLER ELEMENTARY	010	$82.34
20003610	CAROLINA BIOLOGICAL SUPPLY CO	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$717.61
20003611	REALLY GOOD STUFF LLC	CLASSROOM SUPPLIES; ASES FUNDS	DISNEY ELEMENTARY	010	$40.01
20003612	EDUCATIONAL INNOVATIONS INC	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$360.63
20003613	TEXTBOOK WAREHOUSE INC	BOOKS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$1,333.10
20003614	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$77.18

BOARD DETAIL REPORT

Printed between 04/07/2020 & 05/04/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
20003615	SCHOOL OUTFITTERS	CLASSROOM FURNITURE; SPECIAL EDUCATION FUNDS	PROVIDENCIA ELEMENTARY	010	$230.79
20003616	GOPHER SPORT	PLAYGROUND EQUIPMENT; ASES PROGRAM FUNDS	PROVIDENCIA ELEMENTARY	010	$643.67
20003617	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; ASES FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$390.32
20003618	GOPHER SPORT	PLAYGROUND EQUIPMENT; ASES PROGRAM FUNDS	DISNEY ELEMENTARY	010	$592.08
20003619	SCHOOL MATE	CLASSROOM SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$502.52
20003620	SCHOOL MATE	CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$584.33
20003621	FUN EXPRESS LLC	PLAYGROUND EQUIPMENT	EMERSON ELEMENTARY	010	$320.94
20003622	FUN EXPRESS LLC	STUDENT AWARDS; TITLE I FUNDS	DISNEY ELEMENTARY	010	$91.73
20003623	PD SPECIAL EVENTS, INC.	CONSULTANT AGREEMENT; EVENT PLANNERS; ACCOUNTS RECEIVABLE FUNDS; BOARD APPROVED 4/16/20	BURBANK HIGH SCHOOL	010	$6,000.00
20003624	TEXTBOOK WAREHOUSE INC	BOOKS	EMERSON ELEMENTARY	010	$130.33
20003625	MACKIN EDUCATIONAL RESOURCES	BOOKS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$4,083.31
20003626	UME FEDERAL CREDIT UNION	STUDENT AWARDS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$229.90
20003627	SCHOLASTIC INC.	BOOKS; ASES FUNDS	PROVIDENCIA ELEMENTARY	010	$547.39
20003628	SOCIAL THINKING	INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$311.57
20003629	SRE PINS	STUDENT AWARDS	MUIR MIDDLE SCHOOL	010	$611.89
20003630	SCHOOL SPECIALTY, INC	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$290.76
20003631	GOPHER SPORT	PLAYGROUND EQUIPMENT; ASES FUNDS	DISNEY ELEMENTARY	010	$520.14
20003632	TEXTBOOK WAREHOUSE INC	BOOKS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$348.28
20003633	GOPHER SPORT	PLAYGROUND EQUIPMENT	EMERSON ELEMENTARY	010	$341.66
20003634	ABE, MEREDITH	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003635	ARTIKOVA, DILAFRUZ	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$185.22
20003636	BAUER, SARAH	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003637	BECK, JESSICA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003638	BAILEY, JENNY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61

BOARD DETAIL REPORT

Printed between 04/07/2020 & 05/04/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
20003639	BRODSKY, ALEXA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003640	CABADAS, JESSICA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003641	MARIN, ANA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003642	CLARK, AMANDA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$185.22
20003643	COLLINS, HASMIK BADALIAN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003644	DEPUNG, LYNETTE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003645	FROELICH, BETHANY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003646	GARCIA, MARINA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003647	GREENE, JENNIFER	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003648	GUERRA, KELSEY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003649	HAMER, MICHELLE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003650	HARVATINE, ELIZABETH	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003651	HOWARD, MICHELLE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003652	HOWELL, VALERIE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003653	JEFFRIES, DANIELA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003654	KIEFER, CHARISSA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003655	MCCULLOUGH, MELISSA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003656	LOFFREDO, KIMBERLY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61

BOARD DETAIL REPORT

Printed between 04/07/2020 & 05/04/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
20003657	LOFFREDO, SHANNON	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003658	SALMON, ERIN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003659	JONES SCHOOL SUPPLY CO INC	STUDENT & STAFF AWARDS	MILLER ELEMENTARY	010	$290.00
20003660	MCANDREW, AMY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$51.39
20003661	MEEDEN, BRANDY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$185.22
20003662	MONROE, MELANIE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003663	MONTES, ELDA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$51.39
20003664	NELSON, ALISA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003665	NESBITT, KAREN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003666	MINASSIAN, ROSARIO	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003667	OLSON, KATHERINE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$98.19
20003668	OSTERLOH, LISETTE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003669	CHAVEZ, CLARA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003670	POP-SOROKIN, ANGELA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003671	PROULX, TERI	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003672	PROVAN, HOLLY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$98.19
20003673	PYLES, VANESSA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003674	ROBERTSON, JULIE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61

Printed between 04/07/2020 & 05/04/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
20003675	LAU, KAREN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$185.22
20003676	RUBIO, DANELLE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003677	SAMARGE, NATALIE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$98.19
20003678	SEGURA, AURORA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003679	SIMON, CHRISTINE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003680	PEREZ, REBECCA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003681	BYRNES, BRITTANY SUE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003682	TUCKER, KATHLEEN	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003683	MAGARA, HARUE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003684	VELAZQUEZ, CLAUDIA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$98.19
20003685	FINKEL VEYS, LAURA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003686	WALLER, LAURA	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003687	WARDLAW, AMY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003688	WILLIAMS, SALLY	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003689	ZABIELSKI, GENEVIEVE	REFUND TO PARENT FOR CANCELLED AFTERSCHOOL PROGRAM; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$92.61
20003690	FACING MATH INC.	BOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$96.20
20003691	FLINN SCIENTIFIC INC	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$360.19
20003692	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 4/17/20	BRET HARTE ELEMENTARY	010	$4,050.00

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PO Count: **355** **Total:** **$1,152,538.13**

Printed between 04/07/2020 & 05/04/2020

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	345	$1,144,710.54
110	Adult Education Fund	1	$570.81
120	Child Development Fund	5	$6,695.59
130	Cafeteria Fund	4	$561.19
		Total:	**$1,152,538.13**

6/4/2020

To the Superintendent of Schools:

Request for the authorization of the following warrants is presented for your approval subject to the action of the Board of Education.

Warrants	Payroll		Warrants	Commercial	
6621380	6621418		25844597	25844597	
6624311	6624331		25845577	25845582	
6623379	6623383		25846573	25846588	
6626770	6626791		25847826	25847888	
6628205	6628207		523315	523422	
6628508	6628657		25849041	25849060	
6631293	6631297		25859858	25859862	
6633899	6633944		25860983	25861008	
6637481	6637504		524010	524013	
1482463	1483178		25865556	25865556	
1507068	1507163		25866851	25866870	
1534607	1534901		524546	524547	
1545858	1546557		25868228	25868314	
1564019	1564025		524715	524715	
1572504	1572537				

4/30/20 - 5/8/20 **$ 9,754,122.77** **4/24/20 -5/7/20** **$ 2,379,123.70**

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 4, 2020
SUBJECT:	Approval of Amended Independent Learning Academy Master Agreements

Background

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

2019-2020 District-wide Goal(s):

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

Discussion/Issues

As part of the requirements for an independent study program, the District is required to develop an independent study agreement approved by the governing board. The ILA has developed the Independent Learning Academy Master Agreement to include all of the elements as required by the California Department of Education, including the following: objectives, manner of reporting, methods of study and evaluation, resources, contract timelines, rules, and courses. There is a master agreement specific to high school and a separate agreement for middle school, as well as an agreement for an extension (see attachments).

Fiscal Implications

None.

Recommendations

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for 7th and 8th Grade Students, the Independent Learning Academy Master Agreement for High School Students, and the Request for Extension of Contract Time, effective July 1, 2020, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

Independent Learning Academy Master Agreement for 7th and 8th Grade Students

Student's Name_____ Date of Birth_____ Age_____

Grade _____ Home Phone _____ Name of Parent/Guardian _____

Home Address _____City _____ZIP _____

Mother's Work or Cell Phone _____ Father's Work or Cell Phone _____

Duration of Contract: Fall/Spring/Summer Start Date _____End Date_____

School of Enrollment: Burbank Unified Independent Learning Academy

Scheduled Meeting day: _____ At_____

Location of Meetings: 3715 Allan Ave., Burbank, CA 91505 (818) 729-8700

Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

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

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

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

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

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

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the I.L.A. Program. Middle school students will be allowed 22 school days to complete a semester course from the initial assignment date. However, when special or extenuating circumstances justify additional time, the Superintendent or designee may honor the written request of a student or his/her parent or guardian to extend the maximum length of time to complete the course, not to exceed an additional 20 days. Students are expected to successfully complete a semester course every 22 school days of enrollment in the program. Any student who misses three (3) consecutive assignments and/or appointments, and/or fails to meet this minimum requirement to complete assignments and successfully complete courses will be evaluated, to determine whether it is his/her best interest to remain in the I.L.A. and may be subject to dismissal from the program and returned to a regular program of classroom instruction. (Education Code 51749.5)

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program. More serious violations, including but not limited to possession or use of any controlled substance, dangerous objects or weapons, will result in a recommendation for suspension or expulsion from the Burbank Unified School District.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from the I.L.A. program, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the

teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher. Students who are not successful or do not fulfill the above conditions of participation will be referred to another instructional program.

Independent Learning Academy Academic Honesty Guidelines

Students shall not misrepresent examination materials, research materials, classwork, and/or homework assignments as their own, when in fact they are the work of someone else.

Academic Dishonesty includes but is not limited to the following:

1. Turning in any work, or part thereof, that is not the student's own work;
2. Copying another student's or author's work or class assignment;
3. Allowing another student to copy your work or class assignment;
4. Putting your name on someone else's paper/project;
5. Using a "cheat sheet," cell phone, website or any unauthorized piece of writing on a quiz/test;
6. Giving another student help on an individualized quiz/test;
7. Tampering with the teacher's grade records or tests;
8. Stealing and/or selling quizzes/exams* (*This offense will result in an automatic suspension because of the seriousness of the offense.);
9. Using teacher manuals/solution manuals/online websites/internet searches that have the answer key;
10. Using any material from the Internet without proper citation and appropriate credit.

The teacher grading the class is responsible for determining if academic dishonesty has occurred.

First Offense in a Semester:

- Student will receive a "zero" on the assignment;
- Offense will be recorded in the student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences for subsequent offenses;
- Director will be notified.

Second Offense in the same or any other class in a Semester:

- If the class is an A.P. or Honors class, student may be transferred to a regular class;
- Student will receive a zero on the assignment;
- Student's class grade may be dropped by one letter grade at the teacher and/or supervising teacher's discretion;
- Offense will be recorded in student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences of subsequent offenses;
- Director will meet with student, parent/guardian and supervising teacher.

Third or Subsequent Offense in the same or any other class in a Semester:

- Student will receive a zero on the assignment;
- Student may be drop/failed, with no attendance credit, from the class in which he/she committed the third or subsequent offense;
- Offense will be recorded in student's records;
- Director will meet with student, parent/guardian, and supervising teacher;
- Student's placement at ILA will be reevaluated and he/she may be sent back to their school of residence or an alternative school.

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom.

Student Email: _____

Parent Email: _____

SIGNATURES DATE

Student: _____ _____

Parent/Guardian: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: _____ _____

Other with Academic Responsibilities: _____ _____

BURBANK UNIFIED SCHOOL DISTRICT

Independent Learning Academy Master Agreement for High School Students

Student's Name_____ Date of Birth_____ Age_____
Grade _____ Home Phone _____ Name of Parent/Guardian _____
Home Address _____City _____ZIP _____
Mother's Work or Cell Phone _____ Father's Work or Cell Phone _____
Duration of Contract: Fall/Spring/Summer Start Date _____End Date_____
School of Enrollment: Burbank Unified Independent Learning Academy
Scheduled Meeting day(s) _____ At_____
Location of Meetings: 3715 Allan Ave., Burbank, CA 91505 (818) 729-8700
Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

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

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

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

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

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

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the I.L.A. Program. High school students will be allowed 22 school days to complete a semester course from the initial assignment date. However, when special or extenuating circumstances justify additional time, the Superintendent or designee may honor the written request of a student or his/her parent or guardian to extend the maximum length of time to complete the course, not to exceed an additional 20 days. Students are expected to earn a minimum of five (5) credits every 22 school days of enrollment in the program. Students in grade 12 who do not complete a semester course within the 22 school days will be denied the privilege of participating in the graduation ceremony at their school of residence. If a student is in violation of any of the criteria listed above, an appeal process is available. All appeals will be made to a committee comprised of the Principal of the school, the student's counselor, and the Director of Secondary Education. **All decisions from the appeal committee are final.** Any student who misses three (3) consecutive assignments and/or appointments, and/or fails to meet this minimum requirement to complete assignments and earn credits will be evaluated, to determine whether it is his/her best interest to remain in the I.L.A. and may be subject to dismissal from the program and returned to a regular program of classroom instruction. (Education Code 51749.5)

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program. More serious violations, including but not limited to possession or use of any controlled substance, dangerous objects or weapons, will result in a recommendation for suspension or expulsion from the Burbank Unified School District.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from the I.L.A. program, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher. Students who are not successful or do not fulfill the above conditions of participation will be referred to another instructional program.

Independent Learning Academy Academic Honesty Guidelines

Students shall not misrepresent examination materials, research materials, classwork, and/or homework assignments as their own, when in fact they are the work of someone else.

Academic Dishonesty includes but is not limited to the following:

1. Turning in any work, or part thereof, that is not the student's own work;
2. Copying another student's or author's work or class assignment;
3. Allowing another student to copy your work or class assignment;
4. Putting your name on someone else's paper/project;
5. Using a "cheat sheet," cell phone, website or any unauthorized piece of writing on a quiz/test;
6. Giving another student help on an individualized quiz/test;
7. Tampering with the teacher's grade records or tests;
8. Stealing and/or selling quizzes/exams* (*This offense will result in an automatic suspension because of the seriousness of the offense.);
9. Using teacher manuals/solution manuals/online websites/internet searches that have the answer key;
10. Using any material from the Internet without proper citation and appropriate credit.

The teacher grading the class is responsible for determining if academic dishonesty has occurred.

First Offense in a Semester:

- Student will receive a "zero" on the assignment;
- Offense will be recorded in the student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences for subsequent offenses;
- Director will be notified.

Second Offense in the same or any other class in a Semester:

- If the class is an A.P. or Honors class, student may be transferred to a regular class;
- Student will receive a zero on the assignment;
- Student's class grade may be dropped by one letter grade at the teacher and/or supervising teacher's discretion;
- Offense will be recorded in student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences of subsequent offenses;
- Director will meet with student, parent/guardian and supervising teacher.

Third or Subsequent Offense in the same or any other class in a Semester:

- Student will receive a zero on the assignment;
- Student may be drop/failed, with no attendance credit, from the class in which he/she committed the third or subsequent offense;
- Offense will be recorded in student's records;
- Director will meet with student, parent/guardian, and supervising teacher;
- Student's placement at ILA will be reevaluated and he/she may be sent back to their school of residence or an alternative school.

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom.

SIGNATURES DATE

Student: _____ _____

Parent/Guardian: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: Cecilia Christie J. _____

Other with Academic Responsibilities: _____ _____

Independent Learning Academy

Request for Extension of Contract Time

Student Name _____ Teacher _____
Date _____
Class _____
Reason for requesting extension: _____
_____
_____
_____
_____
Approved _____ Denied _____
Signature of Superintendent/Designee_____
Date _____

Note: Extensions are not to exceed 20 school days.

Independent Learning Academy

Request for Extension of Contract Time

Student Name _____ Teacher _____

Date _____
Class _____
Reason for requesting extension: _____
_____
_____
_____
_____
Approved _____ Denied _____
Signature of Superintendent/Designee_____
Date _____

Note: Extensions are not to exceed 20 school days.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
SUBMITTED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 4, 2020
SUBJECT:	Approval of 2020-2021 Courses and Instructional Minutes for the Independent Learning Academy

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Background

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

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

District-wide Goals for 2019-2020:

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

Discussion/Issues

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

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

Independent Learning Academy
List of Courses
Grades 9-12
2020-2021

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

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

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

Independent Learning Academy
List of Courses
Grade 8
2020-2021

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

Independent Learning Academy
List of Courses
Grade 7
2020-2021

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

Fiscal Implications

No additional costs.

Recommendations

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2020 through June 30, 2021, 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:	June 4, 2020
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 960018415, 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 $6,000.

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 Esther E. Chon, Ph.D., ED.M., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for special education student 960018415, not to exceed $6,000 (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tamara Schiern, Director of Special Education

PREPARED BY: Terri Harvey, Buyer

SUBMITTED BY: Terri Harvey, Buyer

DATE: June 4, 2020

SUBJECT: Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies

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Background:

The Special Education Department requests the following Master Contracts for the 2020-21 school year be approved by the Board of Education.

Discussion/Issues:

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

Fiscal Impact:

Costs are covered under the blanket order for service agreements for Nonpublic, Nonsectarian Schools and Agencies, presented to the Board of Education on June 4, 2020.

Recommendation:

Tamara Schiern, Director of Special Education, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian school and agencies (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
Advance Medical Personnel Services, Inc.	PS248
All Source Recruiting Group DBA-Ardor Health Solutions, Inc.	PS235
Assignment America dba Medical Staffing Network (previously Advantage On-Call)	PS162
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
B.I.G. Solutions,LLC	PS247
Bayes Achievement Center	PS232
Behavior and Education, Inc.	PS229
Behavioral Education for Children with Autism, LLC	PS209
Behavioral Learning Center, Inc.	PS218
California Pyschcare, Inc.	PS256
Center for Autism and Related Disorders - Woodland	PS206
Center for Autism Spectrum Treatment, Inc.	PS215
Center for Developing Kids	PS060
Center for Vision Development Optometry, Inc.	PS201
Child Counseling & Behavior Therapy Clinic, Inc	PS199
Communications Solutions	PS253
CompHealth Medical	PS252
Copper Hills Youth Center	PS208
Devereux Advanced Behavioral Health Georgia	PS250
Devereux Cleo Wallace	PS219
Devereux Foundation Texas - League City Education	PS259
EdTheory	PS242
Educational Based Services (EBS Healthcare)	PS251
Elliott Institute	PS210
Familias First	PS116
Five Acres Theraputic School	PS117
Foundation for Communication	PS207
Frostig Center	PS202
Glendale Adventist Medical Center/Pediatric Therapy Center	PS053
Goodwill Industries of Orance County, CA DBA Assistive Technology Exchange Center	PS096
Hathaway-Sycamores	PS030
Haynes Family of Programs - S.T.A.R. Academy	PS226
Heartspring School	PS227
HELP Group	PS013
Heritage Schools, Inc.	PS070
Hillside School and Learning Center	PS029
Hillsides Education Center	PS088
Holding Hands Pediatric Therapy & Diagnostics	PS120
Inclusive Education & Community Partnership	PS257
Institute for Applied Behavior Analysis	PS111
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Invo HealthCare Associates, LLC	PS217
Irwin Lehrhoff, Phd.D. and Associates	PS100
Lakemary School	PS2

Lindamood-Bell Learning Processes	PS198
Logan River Academy, LLC	PS228
Lovaas Institute for Early Intervention PS165	PS165
Maxim Healthcare Staffing Services, Inc.	PS230
McRory Pediatric Services, Inc.	PS239
Medical Solutions, LLC (Professional Placement Resources, LLC. (PPR))	PS189
Mya Borna Inc., dba Therapy Lounge Center	PS246
New Mediscan II, LLC	PS222
Northpoint School - Child & Family Guidance Center	PS203
Oak Grove Center - Jack Weaver School	PS036
Pacific Child & Family Associates	PS140
Pediatrc Therapy Services, LLC dba The Stepping Stones Group (My Therapy Company)	PS214
Pioneer Healthcare Services	PS200
Point Quest Pediatric Therapies, LLC	PS224
Pristine Rehab Care	PS212
Professional Tutors of America, Inc.	PS216
Protocol Agency	PS244
Provo Canyon School, Inc.	PS241
Real Connections Child Development Institute	PS245
Ro Health Services	PS240
Rosemary Johnson & Associates Clinic, Inc.	PS223
Soliant Health	PS220
South Bay High School - Stars Behavioral Health Group	PS205
Speech and Language Development Center	PS204
Speech, Language and Education Associates	PS104
Speechcom, Inc.	PS243
Staff Assistance, Inc. dba Assisted Healthcare Services	PS195
Staffrehab	PS233
Sunbelt Staffing, LLC	PS213
The Genesis Group	PS260
The Speech Pathology Group, Inc.-Walnut Creek	PS254
Therapists Unlimited	PS231
Therapy in Action	PS234
Therapy Staff, LLC	PS249
Therapy Travelers	PS238
Tierra del Sol Foundation	PS225
Total Education Solutions	PS236
Triumph Academy / Triumph Youth Services	PS258
Valley High School & Learning Center DBA Dubnoff School	PS004
Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Terri Harvey, Buyer
SUBMITTED BY:	Terri Harvey, Buyer
DATE:	June 4, 2020
SUBJECT:	Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies

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

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

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

The District has agreements for special education services to be provided by the attached list of Nonpublic Schools (NPS)/Nonpublic Agencies (NPA) for the months of July 2020 through June 2021.

Fiscal Impact:
Estimated costs for the attached list of NPS/NPA for July 2020 through June 2021: $5,600,000.00

Recommendation:
Tamara Schiern, Director of Special Education, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
Advance Medical Personnel Services, Inc.	PS248
All Source Recruiting Group DBA-Ardor Health Solutions, Inc.	PS235
Assignment America dba Medical Staffing Network (previously Advantage On-Call)	PS162
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
B.I.G. Solutions,LLC	PS247
Bayes Achievement Center	PS232
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Behavioral Education for Children with Autism, LLC	PS209
Behavioral Learning Center, Inc.	PS218
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Center for Autism and Related Disorders - Woodland	PS206
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Center for Developing Kids	PS060
Center for Vision Development Optometry, Inc.	PS201
Child Counseling & Behavior Therapy Clinic, Inc	PS199
Communications Solutions	PS253
CompHealth Medical	PS252
Copper Hills Youth Center	PS208
Devereux Advanced Behavioral Health Georgia	PS250
Devereux Cleo Wallace	PS219
Devereux Foundation Texas - League City Education	PS259
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Educational Based Services (EBS Healthcare)	PS251
Elliott Institute	PS210
Familias First	PS116
Five Acres Theraputic School	PS117
Foundation for Communication	PS207
Frostig Center	PS202
Glendale Adventist Medical Center/Pediatric Therapy Center	PS053
Goodwill Industries of Orance County, CA DBA Assistive Technology Exchange Center	PS096
Hathaway-Sycamores	PS030
Haynes Family of Programs - S.T.A.R. Academy	PS226
Heartspring School	PS227
HELP Group	PS013
Heritage Schools, Inc.	PS070
Hillside School and Learning Center	PS029
Hillsides Education Center	PS088
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Inclusive Education & Community Partnership	PS257
Institute for Applied Behavior Analysis	PS111
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Invo HealthCare Associates, LLC	PS217
Irwin Lehrhoff, Phd.D. and Associates	PS100
Lakemary School	PS373
Lindamood-Bell Learning Processes	PS198

Logan River Academy, LLC	PS228
Lovaas Institute for Early Intervention PS165	PS165
Maxim Healthcare Staffing Services, Inc.	PS230
McRory Pediatric Services, Inc.	PS239
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Oak Grove Center - Jack Weaver School	PS036
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Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Piggybackable Contracts for Equipment, Materials and Services 2020-2021

Background:
California Public Contract Code (PCC) 20118 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and aware of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

Discussion/Issues:
Administrative Services and Purchasing Services has determined that, when appropriate, piggyback contracts will save administrative time and expense, provide favorable pricing, and will be advantageous and in the best interest of the District. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to:

- The Interlocal Purchasing System (TIPS)
- California Multiple Award Schedule (CMAS)
- CalSAVE Purchasing Cooperative Contract
- E&I Cooperative Services
- National Association of State Procurement Officials (NASPO ValuePoint)
- National Cooperative Purchasing Alliance (NCPA)
- National Intergovernmental Purchasing Alliance (NIPA)
- National Joint Powers Alliance (NJPA)
- Technology Bidding and Purchasing Program (PEPPM)
- The Cooperative Purchasing Network (TCPN)
- U.S. Communities Government Purchasing Alliance
- Western States Contracting Alliance (WSCA)

Fiscal Impact:
Funding may be provided from various sources including but not limited to General Fund, Deferred Maintenance Fund, Bond Fund, and Categorical Programs.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2020-2021 school year, as presented.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services with Frontline Education formerly Digital Schools

Background:

The District entered into an agreement with Digital Schools of California in 2008. Their software program for the services-based application to integrate human resources, fiscal and payroll data into a single central data base to measure and manage the processes associated with human resource and position control was implemented in 2009. However, this system was not very efficient and generated extra work for staff having to duplicate data entry and because of this the District moved to the Helios software program in March of 2016.

Discussion/Issues:

The District still has a need to access old information on the Frontline Education formerly Digital Schools data base on a "Read Only" basis.

Fiscal Impact:

The cost of the agreement is $4,040 for the year.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Frontline Education, effective July 1, 2020 through June 30, 2021, not to exceed $4,040, for the "Read Only" program (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Quote ID Q-33164
05/08/2020

Frontline Education Renewal Notice

Attn: Burbank Unified School District

As you are aware, Digital Schools joined the Frontline Education family in August of 2019. Frontline looks forward to supporting and enhancing the value that Digital Schools' solutions provide to meet the unique needs of education leaders.

Frontline Education thanks you for your continued partnership and remains focused on providing you with industry-leading solutions and technology for K-12. The pricing for your subscription(s) renewing on 7/01/2020 is listed below.

Description	Start Date	End Date	Qty	Rate	Amount
Read Only Access	7/01/2020	6/30/2021	1	$4,040.00	$4,040.00
Total					**$4,040.00**

Please use this link to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Katie Moyle at (214) 733-9366 or by emailing us at renewals@frontlineed.com.

Garland Hall
Chief Client Success Officer

Burbank Unified School District Memberships for 2020-2021

Organization	Type of Membership	Estimated Cost 2020-21	Funding Source	String
American Association of School Librarians (AASL)	Individual	$ 87.00	Miller ES (gift funds)	01.0-90201.0-00000-24200-5310-2108200
America's Battle of the Books	School Site	$ 50.00	Emerson	01.0-00000.0-11100-10000-4310-2031000
Association for California School Administrators (ACSA)	Individual	$ 1,950.00	Superintendent	01.0-00000.0-00000-71500-5310-7411000
Association for California School Administrators (ACSA)	Individual	$ 1,800.00	Business Office	01.0-00000.0-00000-72000-5310-7471000
Association for California School Administrators (ACSA)	Individual	$ 3,000.00	Instructional Services	010-00000.0-00000-72000-5310-7421000
Association for California School Administrators (ACSA)	Individual	$ 1,800.00	Human Resources	01.0-00000.0-00000-72000-5310-7551000
Association for Supervision and Curriculum Development (ASCD)	Individual	$ 150.00	Instructional Services	010-00000.0-00000-72000-5310-7421000
Association for Supervision and Curriculum Development (ASCD)	School Site	$ 1,385.00	JBHS	01.0-00000.0-00000-27000-5310-4321000
CA FPS	School Site	$ 180.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
California Art Education Association	School Site	$ 35.00	Muir	01.0-00000.0-17001-10000-5310-3221000
California Association of Dance/Drill Team Directors (CADTD)	School Site	$ 75.00	JBHS	01.0-00000.0-00000-27000-5310-4321000
California Association of Latino Superintendents and Administrators (CALSA)	Individual	$ 150.00	Human Resources	01.0-0000.0-00000-72000-5310-7551000
California Association of School Business Officials(CASBO)	Institutional	$ 3,000.00	District Office	01.0-00000.0-00000-72000-5310-7401000
California Association of School Business Officials(CASBO)	Individual	$ 300.00	Business Office	01.0-00000.0-00000-72000-5310-7471000
California Coalition for Adequate School Housing (CASH)	Individual	$ 209.00	Facilities	01.1-81500.0-00000-81100-5310-7523100
California Child Devlopment Administrators Association (CCDAA)	District	$ 250.00	Children's Center	Various CC sites
California Consortium for Independent Study	School Site	$ 60.00	Independent Learning	01.0-00000.0-00000-27000-5310-5750000
California Continuation Education Association (CCAE)	School Site	$ 425.00	Monterey High School	01.5-22000.0-32000-27000-5310-5301000
California Council for Adult Education (CCAE)	School Site	$ 250.00	Adult Education	11.0-63900.0-41100-27000-5310-5330000
California Future Problem Solvers	School Site	$ 500.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
California School Based Health Alliance	Individual	$ 250.00	Instructional Services	01.0-56400.0-00000-31400-5310-7728000
California School Board Association (CSBA)	Board	$ 14,500.00	Board of Education	01.0-00000.0-00000-71100-5310-7561000
Collaborative for High Performance Schools (CHPS)	District	$ 50.00	Districtwide	01.0-00000.0-00000-71500-5310-7411000
Costco	District	$ 110.00	Districtwide	01.0-00000.0-00000-72000-5310-7471000
Edjoin	District	$ 1,861.25	Human Resources	01.0-00000.0-00000-72000-5830-7401000
Los Angeles County School Trustees Association (LACSTA)	Board	$ 150.00	Board of Education	01.0-00000.0-00000-71100-5310-7561000
National Academy Foundation Program	BHS/JBHS	$ 14,000.00	CTE	01.0-06350.0-38000-10000-5310-7910000
National Art Education Foundation (NaeF)	Individual	$ 105.00	MHS	01.0-02200.0-32000-10000-5310-5301000
National Association for Gifted Children (NAGC)	Individual	$ 119.00	Instructional Services	01.0-00000.0-00000-72000-5310-7421300
National Association of Secondary School Principals	School Site	$ 215.00	Luther Burbank MS	01.0-62640.0-00000-21503-5310-7429000
National Association of Student Councils	School Site	$ 95.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
National Council of Teachers of Mathematics (NCTM)	School Site	$ 165.00	Edison	01.0-00000.0-11100-10000-5310-2021000
National Honor Society (NASSP)	School Site	$ 385.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
National Student Clearinghouse	School Site	$ 850.00	Instructional Services	010.00000.0-00000-72000-5310-7421000
Odyssey of the Mind	School Site	$ 140.00	JBHS	01.3-71400.0-11100-10000-5310-432[illegible]
San Gabriel Valley Purchasing Association (SGVPA)	Individual	$ 30.00	Purchasing	01.0-00000.0-00000-72000-5310-753
School Employers Association of California (SEAC)	District	$ 2,350.00	Human Resources	01.0-00000.0-00000-72000-5310-7401000
School Nutrition Association	Institutional	$ 250.00	Food Services	13.0-53100.0-00000-37000-5310-7490000
SKILLS USA (JBHS/BHS)	JBHS/BHS	$ 3,500.00	CTE	01.0-06350.0-38000-10000-5310-7910000

Southern California School Band & Orchestra Association (SCSBOA)	School Site	$	100.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
Southern California School Nutrition Association (CSNA)	Institutional	$	400.00	Food Services	13.0-53100.0-00000-37000-5310-7490000
Super Co-Op Santa Clarita Valley School (Lead Agency)	District	$	2,000.00	Food Services	13.0-53100.0-00000-37000-5310-7490000

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Alyssa Low, Director of Fiscal Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of 2020-2021 Budget Calendar

Background:

A budget calendar allows the Board of Education, staff and interested public to access information regarding the various steps in managing a school district budget. The District's board policy calls for a calendar to be developed and reviewed annually by the Board of Education.

Discussion/Issues:

A budget calendar allows all interested parties to see how the various steps in developing and managing a District budget are carried out, and when various reports are developed and published throughout the year. Although the State budget for 2020-21 has not yet been adopted, the District must nevertheless develop and adopt its own budget, process budget transfers, and predict fiscal viability and cash flow using the same schedule of mandatory deadlines as prescribed by the State and the County.

Financial Impact:

None.

Recommendations:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the budget calendar for the 2020-2021 fiscal year, as presented.

Burbank Unified School District
2020-21 Fiscal Year Budget

Budget and Financial Planning Calendar

2020-21	Action	Responsibility
July		
	Accrue final 2019-20 revenues and expenses; Work with Auditors	Business office/Fiscal
	Enter 2020-21 adopted budget figures into computer systems	Business office/Fiscal
August		
	Close the Books for 2019-20; Work with Auditors	Business office/Fiscal
	The District has 45 days after the Governor signs the annual Budget Act to make any revisions.	Business office/Fiscal
	Distribute approved budgets to schools	Business office/Fiscal
September		
	Prepare and Present Unaudited Actuals 2019-20; Report: Work with Auditors	Business office/Fiscal
	District adopts Appopriations Limit resolution (Gann)	Business office/Fiscal
	Budget meetings with all School sites and Departments	Business office/Fiscal
October		
	Work with Auditors on final 2019-20 Fiscal Year review	Business office/Fiscal
	If adopted budget is disapproved by County, Board holds public meeting to review and respond to recommendations on or before October 9	Business office/Fiscal
	Based on enrollment - analyze and enter school site operational budget amendments	Business office/Fiscal
November		
	Work with Auditors; Prepare MD&A for 2019-20	Business office/Fiscal
	Analyze budget and prepare amendments for 1st Interim Report 2020-21	Business office/Fiscal
December		
	Receive 2019-20 Audit Report: Evaluate Findings	Business office/Fiscal
	Present 1st Interim 2020-21 Report - Due to COE Dec 16	Business office/Fiscal
January		
	Present 2019-20 Audit in Public Session; Follow up on Findings/Management Letters	Business office/Fiscal
	Analyze and enter budget amendments	Business office/Fiscal
	Governor announces State 2021-22 budget and initial revenue projections; District develops revenue and expense projections	Business office/Fiscal
February		
	Implement any changes as a result of audit findings	Business office/Fiscal
	Mid Year budget meetings with all School sites Departments 2020-21	Business office/Fiscal
	Analyze budget and prepare amendments for 2020-21 2nd Interim report	Business office/Fiscal

Burbank Unified School District
2020-21 Fiscal Year Budget

Budget and Financial Planning Calendar

March		
	Present 2nd Interim 2020-21 Report - Due to COE Mar 16	Business office/Fiscal
	Annual Audit Contracts due	Business office/Fiscal
	Board of Education approval on contribution levels to Deferred Maintenance and OPEB Pay-as-you-go and OPEB Trust	Business office/Fiscal
	Statutory deadlines for certificated staff reduction (March 15); Staffing finalized	Business office/Fiscal
April		
	Begin close of spending; analyze in preparation to project ending balances.	Business office/Fiscal
	Developer Fee Report	Business office/Fiscal
	Actuarial Study Agreement (Bi-Annual)	Business office/Fiscal
	Develop initial 2021-22 budget	Business office/Fiscal
May		
	Initial estimate of 2020-21 ending balances as spending continues to conclude.	Business office/Fiscal
	Adopt Budget Calendar, Est Budget Priorities, Update Budget Guidelines 2020-21	Business office/Fiscal
	Provide County with district information for the Notice of Public Hearing by May 1	Business office/Fiscal
	Interfund Borrowing resolution	Business office/Fiscal
	Governor issues 2021-22 "May Revise". District studies and revises draft budget as necessary.	Business office/Fiscal
June		
	Finalize 2019-20 estimated actual ending balances	Business office/Fiscal
	EPA Resolution 2020-21	Business office/Fiscal
	County Publishes Newspaper Notice of Public Hearings on both District LCAP and Budget 72 hours in advance of hearing. Agenda, LCAP and Budget available for public inspection at least 3 working days in advance of public hearing.	Business office/Fiscal
	District incorporates in Revisions to LCAP and Budget in consideration of feedback from Public Hearings	Business office/Fiscal
	LCAP Adoption and Budget Adoption (same meeting with LCAP adoption preceding budget adoption). No less than 1 day following public hearings and no later than July 1	Business office/Fiscal

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Los Angeles County Office of Education (LACOE) PeopleSoft Financial Systems (PSFS) Contract 2020-2021

Background:

The Los Angeles County Office of Education (LACOE) provides financial system services to districts for the purpose of financial reporting. Peoplesoft meets State reporting requirements.

Discussion/Issues:

Services provided by LACOE	Various Interfaces
General Ledger (GL)	Accounts Payable (AP)
Accounts Payable (AP)	Budget Adjustment
Inventory	Chartfield
Purchasing	General Ledger (GL)
1099 Reporting	Vendor
Reports	Outgoing Payment
System Support	
Training	

Fiscal Impact:

Total cost $20,300.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for Peoplesoft Financial System Services, not to exceed $20,300 (01.0-00000.0-00000-77000-5890-0000000), effective, July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
PEOPLESOFT FINANCIAL SYSTEM
FISCAL YEAR 2020-2021

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Burbank Unified School District, BU#64337, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

   LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2020-21 Worksheet, all attached hereto and made a part hereof.

2. TERM

   This Contract is effective July 1, 2020, and shall remain in effect through June 30, 2021.

3. PAYMENT

   District shall pay LACOE the costs, as specified in Exhibits A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2020-2021 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2020-21. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2020-21's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

   Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. INDEMNIFICATION

   District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's 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 to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's 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 to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. AMENDMENTS

The Contract may be amended by mutual written document, signed by both of the parties.

7. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

9. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

10. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

11. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

12. SEVERABILITY/WAIVER

12.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

13. 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 as specified in the amendment section of this Contract.

14. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the “Failure to Comply” section, 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.

15. GOVERNING LAW/FORUM SELECTION

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

16. NOTICES

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

LACOE:

Los Angeles County Office of Education
Contracts Section
9300 Imperial Highway,
Downey, CA 90242-2890

District:
Mailing Address is District Office

17. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

18. TUBERCULOSIS TESTING

In the event that District's employees and/or representatives will come into contact with LACOE students or staff the District's employees/representatives must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

19. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

20. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

21. ORDER OF PRECEDENCE

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

22. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

24. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

26. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

27.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

27.2. 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.

27.3. 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 21.2 above, of this certification;

27.4. 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.

28. TERMINATION

The Contract may be terminated by LACOE or District upon 30 days advance written notification.

29. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

30. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance

31. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

32. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

33. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services are not available for any reason whatsoever, this agreement

shall be of no further force and effect. In this event, LACOE shall have no liability to provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

34. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By _____
Patricia Smith
Interim Chief Financial Officer

Date _____
Report 4/15

School Dist.

By _____

Debbie Kukta
Typed or Printed Name

Title Assistant Superintendent, Administrative Services

Date June 5, 2020

Date Approved
by Board, if Required June 4, 2020

Contact Person Alyssa Low

Title Director of Fiscal Services

Phone # 818-729-4450

Email: AlyssaLow@burbankusd.org

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chart field
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the District. For the purpose of this Contract, ADA shall be the total average daily attendance of the K-12 district (includes Special Education, ROC/P, and Adult Education) as reported in the Second Period Report of Attendance for the prior Fiscal Year 2019-2020. Total accounts shall be defined as the total number of accounts for all funds on file on March 2, 2020.

It is estimated that the amount payable to LACOE for the FY 2020-2021 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:

- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chart fields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online reports
- Commercial warrant processing
- SACS Compliance

Charge:

$2.40 X N/A (Total ADA) **= $ N/A** ***Plus*** **$1.50 X** N/A (Total No. of Accounts) **= $ N/A**

= Estimated General Ledger Charge **$ N/A** Enter in Exhibit C

INTERFACE GENERAL LEDGER DISTRICTS

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

From (FTE)	To (FTE)	Annual Fee
1	14,999	$ 20,000
15,000	19,999	30,000
20,000	24,999	40,000
25,000	49,999	50,000
50,000	149,999	75,000
150,000+		$ 100,000

Charge: **ADA** 14,652 **=** **$** 20,000.00
(Enter in Exhibit C)

Purchasing:
Features:
- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online reports

Charge:
$1.42 X _____ (Total ADA) = $ _____ (Enter in Exhibit C)

Inventory:
Features:
- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online reports

Charge:
$1.42 X _____ (Total ADA) = $ _____ (Enter in Exhibit C)

1099 REPORTING

LACOE Responsibility and Support:

- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online Inquiries:
  (1) Preliminary and final Detailed Summary report of all 1099 vendors reported to the IRS
  (2) 1099 Vendor List
  (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
  (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non-PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

District Responsibility:

- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: $300/Year = $ 300.00
(Enter in Exhibit C)

SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System.
- Issues with connectivity and support are handled by the LACOE Help Desk.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled *Schedule for PeopleSoft Financial System Training*.

PeopleSoft Financial System Report Package			
DAILY REPORTS CATEGORY			
	LAAP029S	Warrant Register Report	
	LACH029S	Daily ACH Payment Register	
	LACHRJS1	ACH Rejection Register	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C	Budget Journal Error Report	
	LAGL037S	Trial Balance By Fund and Resource	
	LAHR005S	HRS Edit Error Report	
	LAIN001S	Daily Transaction Edit Listing Report	
	LAIN007S	Daily BCM Error Report	
	LAIN008S	Inventory On-order Report	
	LAIN011S	Daily Inventory Put Away Report	
	LAIN013S	Inventory Picking Plan Report	
	LAIN0A1S	Daily Transaction by Location	
WEEKLY REPORT CATEGORY			
	LAGL015C	Account List by Fund and Object/Expenditure	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL019C	Cumulative Detail Expenditure Report	
	LAGL819C	Cumulative Detail Revenue Report	
	LAGL919C	Cumulative Detail 9xxx Report	
	LAHR005C	HRS Edit Error Report	
	LAIN002S	Inventory Stock Catalog	
	LAIN006C	Inventory Shortage Report	
	LAIN009C	Weekly Stock Status Report	
	LAINA02S	Stock Category Report	
	LAINA09S	Weekly Stock Status Report	
	LAPO0009C	Board List Purchase Order Report	

MONTHLY REPORT CATEGORY			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrants	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LACH129C	Monthly ACH Payments	Prelim
	LACH130C	Monthly Rejection ACH Payments	Prelim
	LACH140C	YTD ACH Payment Register	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL015C	Account List by Fund and Object/Expenditure	Prelim/Final
	LAGL016C	Account List by Fund and Location/Expenditure	Prelim/Final
	LAGL017S	Monthly Detail Expense Report (1000-7999) by Location	Prelim/Final
	LAGL019C	Monthly Cumulative Detail Expenditure Report	Prelim/Final
	LAGL020C	Account List by Fund and Resource/Expenditure	Prelim/Final
	LAGL023C	Monthly Expenditure Object Summary Report	Prelim/Final
	LAGL024C	Monthly Revenue Summary Report	Prelim/Final
	LAGL025C	Account List by Fund and Object/Revenue	Prelim/Final
	LAGL026C	Account List by Fund and Location/Revenue	Prelim/Final
	LAGL030C	Account List by Fund and Resource/Revenue	Prelim/Final
	LAGL037S	Trial Balance by Fund and Resource	Prelim/Final
	LAGL038S	Accounts Receivable List by Fund/Resource/Object	Prelim/Final
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAGL817S	Monthly Detail Revenue Report (8000-8999) by Location	Prelim/Final
	LAGL819C	Monthly Cumulative Detail Revenue Report	Prelim/Final
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	Prelim/Final
	LAGL919C	Monthly Cumulative Detail 9xxx Report	Prelim/Final
	LAIN003S	Stock Status Cumulative Report	Prelim
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc/Res/Obj	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim
	LAAP030S	1099 Vendor Listing Report	Final
QUARTERLY REPORTS CATEGORY			
	LAGL044S	Average Daily Cash Balance by Fund	
	LAGL046S	Interest Allocation by Fund	
	LAGL056X	Cash Balance by Fund and Resource	

ANNUAL REPORTS CATEGORY			
	LAAP300C	Aged Vendor Liability	
	LAAP305C	Open Liability Report	
	LAGL015C	Account List by Fund and Object/Expenditure	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C	Monthly Cumulative Detail Expenditure Report	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL023C	Monthly Expenditure Object Summary Report	
	LAGL024C	Monthly Revenue Summary Report	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C	Monthly Cumulative Detail 9xxx Report	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C	Monthly Cumulative Detail Expenditure Report	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL023C	Monthly Expenditure Object Summary Report	
	LAGL024C	Monthly Revenue Summary Report	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C	Monthly Cumulative Detail 9xxx Report	

Los Angeles County Office of Education
Accounting & Budget Development, ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM
Fiscal Year 2020-2021 Worksheet
EXHIBIT C

District Name: **Burbank Unified School District** **District Number:** **64337**

Exhibit A

1.	General Ledger and Accounts Payable	$ 0.00	
2.	Interface General Ledger Districts	$ 20,000.00	
3.	Inventory	$ 0.00	
4.	Purchasing	$ 0.00	
5.	1099 Reporting	$ 300.00	
	Total Exhibit A		$ 20,300.00

Exhibit B (Additional Report Package)

(All online reports are available at no charge)

1. Daily (Online)
2. Weekly (Online)
3. Monthly (Online)
4. Quarterly (Online)
5. Annual (Year-End) – (Online)

Estimated TOTAL $ **20,300.00**

By _____
(Signature)

Debbie Kukta
(Print/Type Name)

Title Assistant Superintendent, Administrative Services

Date June 5, 2020

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Los Angeles County Office of Education (LACOE) Data Processing Services, Labor Distribution and Fringe Employer Contribution and Employee Database Information Contract

Background:

The Los Angeles County Office of Education (LACOE) provides a downloadable File Transfer Protocol (FTP) payroll information file on the RAD website for use by our Fiscal Services.

Discussion/Issues:

Services provided by LACOE:

- Monthly Payroll Merged Payroll Fringe Employer Contribution and Labor Distribution

Fiscal Impact:

Not exceed Six Thousand Five Hundred Dollars ($6,500.00).

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for the capability of downloading payroll information, effective July 1, 2020 through June 30, 2021, not to exceed $6,500, (01.0-00000.0-00000-77000-5890-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
FOR
DATA PROCESSING SERVICES
LABOR DISTRIBUTION AND FRINGE EMPLOYER CONTRIBUTION
AND
EMPLOYEE DATABASE INFORMATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Burbank USD, # 64337, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide District with a downloadable File Transfer Protocol (FTP) payroll information file on the RAD website as requested by the District. Such information shall be provided as follows: (Please check desired services.)

			Cost Per Month
A.	☒	Monthly Payroll Merged Payroll Fringe Employer Contribution and Labor Distribution	$125.00
B.	☐	Human Resource System (HRS) Employee Data Base (EDB) – One file per month	$125.00
C.	☐	Human Resource System (HRS) Employee Data Base (EDB) – Two files per month	$250.00
D.	☐	Special Requests	$200.00

2. TERM

This Contract is effective July 1, 2020 and shall remain in effect through June 30, 2021.

3. PAYMENT

The District shall pay LACOE at the rate of One Hundred Twenty-Five Dollars ($125.00) per week for weekly updates. The total amount of the Contract shall not exceed Six Thousand Five Hundred Dollars ($6,500.00). The amount payable shall be transferred during the fiscal year on or before June 1, 2021 by journal voucher from District to LACOE.

4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or

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

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests. Required insurance coverage may be satisfied through a program of self-insurance.

6. NOTICES

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

LACOE:

LOS ANGELES COUNTY OFFICE OF EDUCATION
Contracts Section
9300 Imperial Highway,
Downey, CA 90242-2890

District:

Mailing Address is District Office

7. RESPONSIBILITIES OF LACOE

LACOE shall provide the District with data containing, labor/fringe distribution information electronically within five (5) days after the end of each monthly payroll cycle. Any special requests shall be provided to the District as soon as possible after receipt of a request from the District.

8. RESPONSIBILITIES OF THE DISTRICT

The District shall notify LACOE in writing of any changes to the existing contract, including the types of services provided by LACOE.

9. SECTION RESERVED (Intentionally left blank.)

10. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or

confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

14. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except accept as specified in the amendment section of this Contract.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

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

18. SEVERABILITY/WAIVER

18.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by written document expressly purporting to be such an amendment, signed by both of the parties hereto.

20. TERMINATION

The Contract may be terminated by LACOE or District upon 30 days advance written notification.

21. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and

credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

25. FORCE MAJURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have

no liability to provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy BP 4020.

34. TUBERCULOSIS TESTING

In the event that District's employees and/or representatives will come into contact with LACOE students or staff the District's employees/representatives must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

35.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

35.2. 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;

35.3. 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;

35.4. 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.

36. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely-used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

SCH. DIST: Burbank USD (BU #64337)
Contract # C-20127

By Patricia Smith
Patricia Smith
Chief Financial Officer

AB
AB

By _____
Debbie Kukta
Typed or Printed Name

Title Assistant Superintendent, Administrative Services

Date Apr 2, 2020
Report 4/10/20

Date June 5, 2020

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Kathy Sessinghaus, Director of Food Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Professional Agreement with Sous Temp (Cafeteria Fund)

Background:
Food Services has been using Sous Temp sensor devices to remotely monitor the refrigeration and freezer units for our middle and high schools using an App that provides access to reports and delivers real-time alerts through SMS text messaging to Food Service management personnel.

Discussion/Issues:
In the past, we have had units go down when employees are not present to monitor and record the readings. These equipment failures have resulted in thousands of dollars in lost product at some our middle and high schools.

In the last year, we were successfully alerted, multiple times, when the temperature of a unit registered a danger zone outside of normal business hours. We were able to relocate product until proper repairs were made.

Fiscal Impact
The cost for the sensors at the three middle schools and two high schools would be $29.00 per month at each location. Total $145.00 per month for all five schools.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Sous Temp, effective July 1, 2020 through June 30, 2021 (13.0-53100-0-00000-37000-5890-749-0000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Sous Temp
3331 N. Verdugo Rd
Glendale, CA 91208
(323) 642 - 8284
SousTemp.com

SERVICE AGREEMENT

This Agreement (herein known as the "Agreement") enters into effect as of **July 1st, 2020** (herein known as the "Effective Day") by and between **Sous Temp, Inc.** (herein known as the "Company") and **Burbank Unified School District** (herein known as the "Customer") comes into agreement with Company. The terms outlined here are exclusively related to the Sous Temp Temperature Monitoring System in this agreement.

Terms of Service: Company will provide all services indicated ("Term Plan") plan by Customer, including all hardware, service, and maintenance upgrades of the system during the duration of this agreement.

Pricing: When you purchased the Service, you agreed to a specific price and plan, which may have included a term for the Service of one or more months/years ("Term Plan"). You agree to maintain your Service for the applicable term of the Term Plan, as applicable.

Payment: You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection and/or installation charges, if any; (4) late fees, Service Restoral Fees, and other applicable Service charges; and (4) any applicable taxes, recovery fees and surcharges that Sous Temp pays to municipalities and other governmental entities and may pass on to you. Late Payment Charge and Dishonored Check or Other Instrument Fee: You agree that for each bill not paid in full by the payment due date, a Late Payment Charge will be assessed of no more than 10% of total bill amount per statement (subject to applicable law and except as may otherwise have been expressly agreed in writing).

Bill Inquiries: If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service.

Refunds and Credits: Except as otherwise required by applicable law, any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts.

Customer Data Protection: Company will implement reasonable and appropriate measures designed to help you secure your account information against accidental or unlawful loss, access or disclosure.

Liability of equipment: Company will replace all malfunctioning and broken hardware accordingly within three days of a reported issue. Tampering with Company hardware or damage to any equipment will be charged to the Customer. Each sensor values for ($80),

and the network device values at ($350). In the event there is a disagreement or dispute of fault, an independent arbitration process will be scheduled to mediate. Upon review, purposeful damage to equipment may lead to termination of Sous Temp Beta Program agreement and the immediate removal of all equipment at all locations serviced.

Communications Equipment and Services: The System is designed to transmit signals to Company servers through certain communications equipment and services, including DSL, broadband, cellular, wireless and/or landline telephone equipment and services (collectively, the "Communications Equipment and Services"). Regardless of the form of Communications Equipment and Services used, you understand that the Communications Equipment and Services may be interrupted, circumvented, unavailable (for a limited or extended time period) or otherwise compromised, including as a result of equipment designed or used by a third party for the purpose of causing false alarms or gaining unauthorized access to or otherwise affecting or controlling the Communications Equipment and Services. The Company will monitor outages and failures of Equipment and Services and will relay this information to Customer to the best of ability; however, the Company is not responsible if notifications go without acknowledgment and/or due to Services that extend outside of the Sous Temp System. You must confirm that the Communications Equipment and Services are compatible with the System, including when you make any changes to the Communications Equipment and Services. Your access to, and availability of the Application is dependent on (i) your computer, mobile device, business wiring, the business internet network, and other related equipment, (ii) your Internet service provider, and (iii) your mobile device carrier.

Termination: At any time, either the Company or Customer may end the Sous Temp Temperature Monitoring Service for any reason. All equipment will return to the Company at the end of the agreement or upon termination. The Company may enter Customer facilities to remove equipment, or the Customer can return equipment in a proper shipping box to 811 W. 7th St 12 floor, Los Angeles, CA 90017. The Customer will continue to be billed until all hardware is returned to Company in the provided return box. A return box must be requested. Month-to-Month subscription customers will be charged a prorated price based upon the date of termination. Yearly contract subscribers will not receive a refund for any remaining time left on contract terms, and the remaining balance will be charged in full and due within 30 days of notice.

Term Plan:

Locations to Service: **5**
Total Number of Sensors: **11**

Base model pricing reflects **one** gateway and **two** sensors at a single location serviced at **$39/month**.

A discounted rate of **$29/month** will apply to an annual contract.

Each additional sensor is **$7/month.**
Additional sensors required: **1**

Subscription Option (Check One):

Annual _X_____ Month-to-month _____

Addresses/Locations of Devices:

Burbank High School - 902 N 3rd St, Burbank, CA 91502 Number of Sensors: **2** Number of Network Devices **1**
John Burroughs High School - 1920 W Clark Ave, Burbank, CA 91506 Number of Sensors: **2** Number of Network Devices **1**
Luther Middle School - 3700 Jeffries Ave, Burbank, CA 91505 Number of Sensors: **2** Number of Network Devices **1**
John Muir Middle School - 1111 N Kenneth Rd, Burbank, CA 91504 Number of Sensors: **2** Number of Network Devices **1**
David Starr Jordan Middle School - 420 S Mariposa St, Burbank, CA 91506 Number of Sensors: **3** Number of Network Devices **1**

_____ Date _____

Signature of Customer

Debbie Kukta, Assistant Superintendent

_____ Date 5/14/20

Signature of Company,
Christopher Dro Asheghian

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)

Background:
The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as construction. Services may also include preparation for and representation in court.

Discussion/Issues:
The firm of Lozano Smith has been in existence since 1988 and has offices in the San Francisco Bay Area, the Central Valley, the Central Coast, the Los Angeles area and the San Diego area. Attorneys within the firm practice in all state and federal courts throughout California. They focus particularly on Education Law and provide access to attorneys who specialize in particular areas of the law.

Fiscal Impact:
The District will use the services of this firm on an as-needed basis as is already our practice with other attorneys. The rate per hour for the firm is as follows:

Client agrees to pay Attorney by the following standard hourly rate*:

	Effective 7/1/2020
Partner**/Senior Counsel/Of Counsel	$ 275 - $ 300 per hour
Associate	$ 215 - $ 285 per hour
Law Clerk/Paralegal	$ 135 - $ 195 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $350 - $385 per hour.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2020 through June 30, 2021, not to exceed $200,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund) and (01.0-65000.0-50010-21000-5820-7440000) (Special Education Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2020, between the BURBANK UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be

deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Burbank Unified School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING Debbie Kukta, Assistant Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED June 5, 2020	DATE EXECUTED 05/13/2020

PROFESSIONAL RATE SCHEDULE
FOR BURBANK UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 350 per hour
Associate	$ 215 - $ 285 per hour
Paralegal / Law Clerk	$ 135 - $ 195 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $350 - $385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)

Background:
The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as education law. Services may also include preparation for and representation in court.

Discussion/Issues:
Hatch & Cesario Attorneys-At-Law will provide legal services in regards to various special education matters.

Fiscal Impact:
Not to exceed $150,000

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2020 through June 30, 2021, not to exceed $150,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

HATCH & CESARIO

ATTORNEYS-AT-LAW

May 15, 2020

Burbank Unified School District
Attn: Debbie Kukta, Assistant Superintendent Administrative Services
1900 W. Olive Avenue
Burbank, CA 91506

Re: Legal Services Agreement

Dear Ms. Kukta:

Enclosed please find 2 copies of our Agreement for Legal Services for the 2020-2021 fiscal year.

Please review the enclosed Agreement for Legal Services. If it meets with your approval, please initial and sign on page 4 of both copies. Please retain one of the original signed copies for your records and provide me with the other signed copy for my records.

It has been my pleasure to provide you and Burbank Unified School District with legal services. I appreciate the opportunity to continue working with you and the District in the coming year.

Sincerely,

Hatch & Cesario

Melissa Hatch
Enclosures

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Burbank Unified School District ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	$225.00
Sr. Associates	$200.00
Jr. Associates	$190.00
Education Consultant	$160.00
Law Clerk	$140.00
Paralegal	$125.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	$0.20 per page
Facsimile	$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, any claim arising out of or relating to this Agreement or its breach shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other

party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of Ventura County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Ventura, California.

B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

Because each party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here) ____ (Attorney Initial Here)

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

Term of Agreement

The term of this Agreement is effective July 1, 2020 through June 30, 2021 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Burbank Unified School District

_____

Debbie Kukta, Assistant Superintendent
Administrative Services

Date: _____

Hatch & Cesario, Attorneys-at-Law

_____

Melissa Hatch, Partner

Date: May 18, 2020

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Burbank Unified School District ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	$225.00
Sr. Associates	$200.00
Jr. Associates	$190.00
Education Consultant	$160.00
Law Clerk	$140.00
Paralegal	$125.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	$0.20 per page
Facsimile	$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, any claim arising out of or relating to this Agreement or its breach shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other

party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of Ventura County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Ventura, California.

B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

Because each party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here) _____(Attorney Initial Here)

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

Term of Agreement

The term of this Agreement is effective July 1, 2020 through June 30, 2021 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Burbank Unified School District	Hatch & Cesario, Attorneys-at-Law
_____	_____
Debbie Kukta, Assistant Superintendent Administrative Services	Melissa Hatch, Partner
Date: _____	Date: May 18, 2020

Thousand Oaks
191 W. Wilbur Road, Suite 102
Thousand Oaks, CA 91360
melissa@hatchcesariolaw.com

www.hatchcesariolaw.com
(805) 639-0090 Office
(805) 980-4218 Fax

San Diego
10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw.com

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Alyssa Low, Director of Fiscal Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Authorization Year End Appropriation Transfers 2019-2020

Background:

Education Code (EC) Sections 42600 and 42601 authorize the County Superintendent of Schools (County Office) to make budget transfers for districts to permit payment of obligations at the close of the school year.

Discussion/Issues:

The District makes its final budget adjustments with the approval of the Estimated Actuals due before July 1, 2020. This authorization allows the County to revise the operating budget only at the major object level to cover the overdraft at yearend after the District has notified SFS that their books are closed.

Fiscal Impact:

None.

Recommendation:

Debbie Kukta Assistant Superintendent, Administrative Services recommends that the Board of Education authorize Appropriation Transfers for 2019-2020 as permitted in Education Code sections 42600 and 42601, as presented.

Los Angeles County Office of Education
Leading Educators • Supporting Students
Serving Communities

SCHOOL DISTRICTS WITH **ADA ABOVE** EC 41301 LEVEL*

YEAR-END APPROPRIATION TRANSFERS

TO: Los Angeles County Office of Education
Division of School Financial Services
Accounting Section, EC 2nd Floor

FROM: Burbank Unified School District School District

_____ No Appropriation Transfer is Requested

XX Appropriation Transfers are Authorized

Our school district has ADA equal to or above the level specified in Education Code (EC) 41301. The governing board, in accordance with the provisions of EC 42601, hereby approves to authorize the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2019-20 school year to permit the payment of obligations of the district incurred during such school year.

Please identify sources by entering 1, 2, 3, or 4 to indicate 1st source, 2nd source, 3rd source or 4th source.

Authorization approved by governing board for transfers:

1 Between major objects of expenditure

2 From unassigned fund balances, if any

4 From committed fund balances

3 From assigned fund balances

Signature: _____ Date June 4, 2020
Clerk of the Governing Board

Submitted by: Debbie Kukta, Assistant Superintendent Date June 8, 2020

E-mail address (required): debbiekukta@burbankusd.org

*Education Code 41301 levels: equal to 901 average daily attendance (ADA) for the elementary school districts, equal to 301 ADA for the high school districts, and equal to 1501 ADA for the unified school districts.

Please email completed form to SFSAccountingGroup@lacoe.edu.

Attachment No. 2
Info Bul. No. 5218
SFS-A82-2019-2020

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Kathy Yaeger, Senior Administrative Assistant
SUBMITTED BY:	Kathy Yaeger, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)

Background:
The parking lot located behind Providencia Elementary School (accessed from Pacific Avenue) contains a total of 84 parking spaces. Providence Health Center has leased 20 of these parking spaces from October 1, 2016 through June 30, 2018. On April 16, 2018, Providence Health informed the District that they did not wish to extend the lease past June 30, 2018. On August 15, 2013, the Board of Education approved a lease agreement for 40 of the Providencia parking spaces with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. On April 18, 2018, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. expressed the desire to add to their lease the 20 parking spaces vacated by Providence Health. Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., has elected to extend the lease of the parking spaces annually for the last six years.

Discussion/Issues:
The terms of the lease agreement with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for 40 parking spaces located on the back half of the parking lot behind Providencia Elementary School (accessed from Pacific Avenue), were originally Board approved for eleven months from August 1, 2013 to June 30, 2014. This agreement may be extended on a year-to-year basis upon the written request of Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., and approval of the Board of Education. The Board shall not be under any obligation to grant a request for renewal. This agreement may be terminated by a sixty (60) day written notice given by either party without liability. The Board of Education approved the Renewal to Lease Agreement #6 on June 6, 2019, extending the terms of the lease to June 30, 2020. On April 28, 2020, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. submitted a written request to extend the lease agreement from July 1, 2020 to June 30, 2021.

Fiscal Impact:
The original terms of the lease agreement were for 40 spaces at $2,400 per month due the first of each month. The lease agreement provided for an increase at the rate of 5% per annum, each July 1. The renewal to the lease agreement #6 increased the rent to $4,824.33 per month for 60 parking spaces. The renewal to the lease agreement #7 for the term of July 1, 2020 to June 30, 2021 with the 5% increase is $5,065.55 per month for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013). If any rental payment is not received by the District within five (5) days after the due date, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. shall pay the District a late charge equal to six percent (6%) of the overdue amount.

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

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #7 between Burbank Unified School District and Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for use of 60 parking spaces located behind Providencia Elementary School (accessed from Pacific Avenue). The renewal includes the following amendments: (1) extend the term of the lease through June 30, 2021, and (2) increase the monthly fee by 5% in accordance with the agreement from $4,824.33 to $5,065.55 for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT – RENEWAL TO LEASE AGREEMENT

This Renewal to Lease Agreement ("Agreement") dated July 1, 2020, is made by and between the BURBANK UNIFIED SCHOOL DISTRICT ("District") and Deluxe Media Inc. f/k/a Deluxe Digital Studios Inc. ("Lessee").

RENEWAL TO LEASE AGREEMENT #7

The following changes to the Agreement become effective when this Renewal to Lease Agreement #7 is fully signed:

ITEM #1: Extends the terms of the lease through June 30, 2021
ITEM #2: Increases the monthly rental fee to $5,065.55 for 60 parking spaces

The individuals executing this Renewal to Lease Agreement on behalf of the respective party represent and warrant that each is fully authorized and legally capable of executing this Renewal to Lease Agreement on behalf of the respective party and that such execution is binding upon such party.

Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc.	Burbank Unified School District
By: _____	By: _____
Name: _____	Name: Debbie Kukta
Title: _____	Title: Assistant Superintendent, Administrative Services
Date: _____	Date: _____

Burbank Unified School
District 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:	June 4, 2020
SUBJECT:	Approval of Reimbursement to Parent for Transportation (Special Education)

Background:

Student 90013446 currently attends a Non Public School (NPS) in the local area. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Students' Parent has agreed to transport Student to and from school for the 2020-2021 school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

The estimated cost (to-and-from school) for reimbursement of mileage to Student's Parent is $15,653.80

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education, approve the mileage reimbursement to the parents of special education student 960013446 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $15,653.80, effective August 17, 2020 through June 30, 2021, (01.0-65000.0-50010-36000-5813-7440000), 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 of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 4, 2020
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 Speech and Language Evaluation (IEE) for the Special Education Student 960013446, 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 $3,000.

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 Steers AAC Language & Speech, Inc., to provide an Independent Evaluation (IEE) in the area of assistive technology and augmentative and alternative communication and attend an IEP meeting for Special Education Student 960013446, not to exceed $3,000 (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 4th day of June 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Steers AAC Language & Speech, Inc. hereinafter referred to as "Consultant."

Ali Steers, MA, CCC-SLP, ATS	AliSteersSLP@gmail.com	310-753-5312
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 28035 Dorothy Drive Suite 110	Agoura Hills	CA	91301
	City	State	Zip

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

Board Approval Date: 06/04/2020 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $$225 per hour ☒ / per day ☐ / per session ☒ for a total not to exceed $3,000.
2. The term of the Agreement shall be the period commencing on 06/05/2020 and terminating on 06/30/2021.
3. Consultant will provide the following services:

   Consultant to provide an IEE in the area of assistive technology and augmentative and alternative communication for Special Education Student 960013446.

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.

		5/11/2020	
Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School
District Special Education
Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 4, 2020
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for the Special Education Student 960031425, 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 $6,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Nancy A. Blum, Ph.D., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960031425, not to exceed $6,000 (01.0-65000.0-57700-11900-5850-7440000), effective February 24, 2020 through December 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original was approved on April 16, 2020. The effective date was from February 24, 2020 through June 30, 2020. Due to COVID 19, the assessor will be unable to complete the assessment until restrictions are lifted.

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:	June 4, 2020
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 interpreters and translators for deaf and hard of hearing students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services. This agency is used as a back-up, emergency service when District employees are unable to provide the services required.

Fiscal Impact:

Not to exceed $110,000.

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 Accommodating Ideas, Inc., to provide interpreting and translation for Burbank students, not to exceed $110,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 5th day of June 2020 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.	AITERPS@AI-ADA.COM	800-257-1783
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 3632 Smith Ave. #698 Acton, CA 93510
City State Zip

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

Board Approval Date: 06/04/2020 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 $110,000.00.
2. The term of the Agreement shall be the period commencing on 07/01/2020 and terminating on 06/30/2021.
3. Consultant will provide the following services:

   Interpreters/Translators for DHH special education students.

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

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

Tamara Schiern, Director of Special Education Date Consultant Date

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

Burbank Unified School
District 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:	June 4, 2020
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 Psychological-Educational Evaluation (IEE) for the Special Education Student 960027933, 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 Cronin Assessment, to provide an Independent Psyhological-Educational Evaluation (IEE) for Special Education Student 960027933, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through December 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 5th day of June 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Cronin Assessment hereinafter referred to as "Consultant."

Pegeen Cronin Ph.D.	CroninAssessment@yahoo.com	877-428-8478
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: PO Box 1723 Agoura Hills CA 91376
City State Zip

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

Board Approval Date: 06/04/2020 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $5,500.
2. The term of the Agreement shall be the period commencing on 06/05/2020 and terminating on 12/30/2020.
3. Consultant will provide the following services:

   An Independent Psychological-Educational Evaluation and attend IEP meeting (either by phone or in person) for Special Education Student 960027933.

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

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

Tamara Schiern, Director of Special Education Date Consultant Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 4, 2020
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 Occupational Therapy Evaluation for the Special Education Student 960027933.

Discussion/Issues:

The District is obligated to provide assessments and implement Individualized Education Plans (IEP's) for students who attend non-public schools through IEPs with the District.

Fiscal Impact:

Not to exceed $760.

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 Therapy In Action., to provide an Occupational Therapy Evaluation and attend an IEP meeting for Special Education Student 960027933, not to exceed $760, (01.0-65000.0-57700-11900-5850-7440000), effective June 5, 2020 through December 30, 2020, 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 of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 4, 2020
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 interpreters and translators for deaf and hard of hearing students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services. This agency is used as a back-up, emergency service when District employees are unable to provide the services required.

Fiscal Impact:

Not to exceed $380,000.

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 Purple Communications, to provide interpreting and translation for Burbank students, not to exceed $380,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 5th day of June 2020 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: 800-900-9478 Email Address: kathryn.reid@purple.us

Mailing Address: 595 Menlo Drive, Rocklin, CA 95765

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

Board Approval: 06/04/2020

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 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 $ $380,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 07/01/2020 and terminating on: 06/30/2021.
3. Payment Terms: Net 45 Days

Interpreters/Translators for DHH special education students. Hourly Rate: General $74; General ER $104; Specialty $100; Specialty ER $130.

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

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

Tamara Schiern, Director of Special Education Date Consultant Date

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

Revised 09/18

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services, TLC Auctions

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Background:

From time to time, the District accumulates surplus supplies, books and property that must be disposed of. One way in which the law allows a district to dispose of property is through an auction after the Board has taken action to declare surplus the items to be sold.

Discussion/Issues:

In 2007, the Board updated its policy 3270 covering the sale and disposal of books, equipment and supplies. As a result, procedures were developed for the use of staff in processing materials and equipment that are to be disposed of.

As a part of implementation of this procedure, the District contracted with TLC Auctions. This contract allows for surplus items to be turned over to this firm and sold at their discretion either by formal auction or on-line.

Fiscal Impact:

The firm assumes all costs and charges a 45% fee against the gross proceeds of the sale.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

10012-10022 CITRUS AVENUE
FONTANA, CA 92335
909-823-3428
www.tlcauctions.com

AGREEMENT

This agreement dated the 1st day of July 2020, in the County of San Bernardino, State of California, between **Burbank Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Burbank Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.

2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.

3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.

4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all

board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuit to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30th day of June, 2021. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1st day of July 2020

By: _____ By: _____

Date: _____ Date: _____

TLC Auctions **Burbank Unified School District**

10012-10022 CITRUS AVENUE
FONTANA, CA 92335
909-823-3428
www.tlcauctions.com

AGREEMENT

This agreement dated the 1st day of July 2020, in the County of San Bernardino, State of California, between **Burbank Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Burbank Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.

2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.

3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.

4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER

warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuit to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30th day of June, 2021. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1st day of July 2020

By: _____ By: _____

Date: _____ Date: _____

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Amended Authorization of Signatures

Background:
Education Code Sections 35143, 42632, and 42633 provide for authorized officers of the Burbank Unified School District to sign notices of employment, contracts and orders drawn on the funds of the District.

Discussion/Issues:
In order to conduct the daily business of the District, individual officers, as named by formal board of Education action, must be authorized to sign warrants, checks, contracts, notices or other legal documents. If persons authorized to sign such documents are unable for any reason to do so, the law requires that a majority of the Board members sign in their place for the particular document.

The attached "Certification of Signatures" form is the form required by the Los Angeles County Office of Education to be used to process the District's paper work associated with warrants, checks, contracts, notices or other legal documents. This form indicates which persons have been approved by the Board of Education to sign the documents indicated.

Please note: Changes in bold and with an asterisk.

Fiscal Impact:
None.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services recommends that the Board of Education approve the authorization of signatures, for the period of June 5, 2020 through June 30, 2020, as presented.

Document and/or Transaction	Approved/Authorized by:	
	Name	Title
authorized to sign any or all checks, contracts, notices, County People Soft System transactions, revolving cash, all District imprest accounts, adult clearing account documents, District purchase orders, and other legal documents	Debbie Kukta	Assistant Superintendent, Administrative Services
authorized to sign any or all warrants, checks, contracts, notices or other legal documents of the District;	Matt Hill	Superintendent
authorized to sign human resource services related contracts and invoices	Sarah Niemann	Assistant Superintendent of Human Resources
authorized to sign instructional services related contracts and invoices	Sharon Cuseo	Assistant Superintendent, Instructional Services
authorized to sign instructional services related contracts and invoices	John Paramo	Assistant Superintendent, Educational Services
authorized to sign facilities-related contracts, notices, invoices and purchase orders	Larry Cross	Director of Facilities
authorized to sign District purchase orders and alternate signatory for all District imprest accounts	Alyssa Low	Director, Fiscal Services
authorized to sign County People Soft System transactions, revolving cash, adult clearing account documents and purchase orders	Carin Wantland	Assistant Supervisor of Budget & Finance
authorized to sign documentation pertaining to the Accumulation Program for Part-Time and Limited –Services Employees (APPLE Plan) and payroll taxes	Tiffany Maxwell	Payroll Supervisor

All of the following are approved to sign invoices as "approved for payment."

Department Heads	**Title**
Peter Knapik	Director, Elementary Education
Stacy Cashman	Director, Student Services
Tamara Schiern	Director, Special Education
***Rick Vonk**	***Interim Director, Technology Services***
Kathy Sessinghaus	Director, Food Services
Stephanie Fields	Children's Center Coordinator

Principals	**School Site**
Molly Hwang	Disney Elementary
Laura Flosi	Edison Elementary
Jennifer Kaitz	Emerson Elementary
Martha Walter	Harte Elementary
Sandra DeBarros	Jefferson Elementary
Liz Costella	McKinley Elementary
Judy Hession	Miller Elementary
Jennifer Culbertson	Providencia Elementary
Matthew Osmond	Roosevelt Elementary
Jill Johnson	Stevenson Elementary
Brandi Young	Washington Elementary
Jennifer Meglemre	Jordan M.S.
Oscar Macias	Luther M.S
Greg Miller	Muir M.S.
Thomas Crowther	Burbank H.S.
Deborah Madrigal	John Burroughs HS
David Guyer	Monterey H.S.
Emilio Urioste	Adult School

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services, Atkinson, Andelson, Loya, Ruud & Romo (General Fund)

Background:
The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as education law. Services may also include preparation for and representation in court.

Discussion/Issues:
Atkinson, Andelson, Loya, Ruud & Romo will provide legal services in regard to education law, public agency law, personnel, employee relations, expulsions, special education, contracts, real property and other District matters, including representation of the District in arbitration, administrative and court proceedings, as requested by the District.

Fiscal Impact:
For the period July 1, 2020 through June 30, 2021, the District hereby agrees to pay the Law Firm in connection with the above referenced services as at the following hourly rates:

Senior Partners	$ 300.00
Partners/Senior Counsel	290.00
Senior Associates	265.00
Associates	245.00
Electronic Technology Litigation Specialist	240.00
Non-Legal Consultants	210.00
Senior Paralegals/Law Clerks	170.00
Paralegals/Legal Assistants	160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2020 through June 30, 2021, not to exceed $200,000 per year (01.0-00000.0-00000-72000-5820-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2020, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and BURBANK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2020, through June 30, 2021. For the period July 1, 2020, through June 30, 2021, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	$300.00
Partners/Senior Counsel	$290.00
Senior Associates	$265.00
Associates	$245.00
Electronic Technology Litigation Specialist	$240.00
Non-Legal Consultants	$210.00
Senior Paralegals/Law Clerks	$170.00
Paralegals/Legal Assistants	$160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the

District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,

conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2020, through June 30, 2021, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XII. EXECUTION DATE

This Agreement is entered into this 5th day of June, 2020.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
JAMES C ROMO

"District"

BURBANK UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
Debbie Kukta, Assistant Superintendent

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:	Rick Vonk, Interim Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	June 4, 2020
SUBJECT:	Approval of Renewal of Agreement for Professional Services with CSM Consulting, Inc, E-Rate Consultant (Special Reserve Fund)

Background:
E-Rate funding is available to school districts to offset data communications costs as well as for upgrades to network infrastructure cabling and equipment. These are federal dollars and the application process, receipt and use of funds, and documentation of that use is a complicated process. Additionally, the funds and their use are subject to audit by the School and Libraries Division. Thus, it is imperative the application for funding, receipt of items and use is properly documented at all steps throughout the process and in accordance with all appropriate E-Rate rules and regulations. This is a specialized area and in order to maximize participation in available dollars, special attention and care must be given to the application. On June 20, 2019, the Board of Education approved an agreement with CSM Consulting, Inc. (CSM) for E-Rate consulting services.

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 Burbank Unified School District has participated in the E-Rate program for many years in terms of receiving rebates and credits for telecommunication services. The district would like to renew the agreement with CSM to continue E-Rate consulting services.

Fiscal Impact:
CSM will provide E-Rate services as shown in the attached proposal in the base amount of $8,500 annually plus an amount not to exceed $25,000 for Category Two applications filed, total amount not to exceed $33,500.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of agreement between Burbank Unified School District and CSM Consulting, Inc., to provide E-Rate funding consultation services, not to exceed $25,000 (Special Reserve Fund) (40.0-00000.0-00000-81000-5850-7500000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Burbank Unified School District,** a local education agency ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.

C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:

    - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
    - Assist and coordinate the preparation and filing of:
        - Item 21 Attachments
        - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
        - Implementation Deadline Extension Request (ImDER)
        - Invoice Deadline Extension Request (IDER)
        - Service Provider Identification Number (SPIN) Change Requests
        - Service Substitution Requests
        - Service Certifications
        - Program Integrity Assurance (PIA)
        - Payment Quality Assurance (PQA) requests

2. Act as District's main point of contact with the SLD.

3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

   Base contract amount ("Base Amount") of **$8,500** plus;

   An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **$25,000** ("C2 Amounts").

   Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective term of this Agreement.

   Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

   The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2020, or upon execution (whichever is later), through June 30, 2021. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.

2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.

3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.

4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
   A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	$175 per hour
Information Technology Consultant/Director	$150 per hour
Lead Consultant	$120 per hour
Specialist	$80 per hour

   An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable

to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services

5. **E-Rate Doc-U-Manage Software (Optional Service)**. Consultant will provide an online document management software allowing the District multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is $999.00

Please check the appropriate box for designation of service ☐ **Yes** ☐ **No**

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.

7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

9. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.

10. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

11. **Limitation of Liability**. The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

12. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

13. **Authority**. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, _____ This_____ day of _____, 2020.

_____, **Vice President**
David T. Cichella

_____, Title _____

_____Print Name
Burbank Unified School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____day of _____, 2020 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation ("Consultant") and **Burbank Unified School District**, a local education agency ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are resolved or June 30, 2023. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Burbank Unified School District

Name: _____

Print Name: _____

Title: _____

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARE BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Audit Services, CliftonLarsonAllen

Background:
To comply with the provisions relating to Section 41020 of the Education Code, each district shall provide for an audit of the books and accounts of the district. The audits shall be made by a certified public accountant or a public accountant, licensed by the California Board of Accountancy.

Discussion/Issues:
CliftonLarsonAllen (CLA) will audit the Districts financial statements for the fiscal year ending June 30, 2021, 2022 and 2023.

Fiscal Impact:
The District shall pay the Accountants for services of personnel in the following classifications at the corresponding hourly rates for the fiscal year:

	2021	**2022**	**2023**
Financial Statement Audit Fee	$ 61,850	$ 62,800	$ 63,700
Measure S Bond Audit Fee	7,200	7,250	7,300
Standards Implementation	3,500	3,500	-
Subtotal	***$ 72,550***	***$ 73,550***	***$ 71,000***
5% Technology Fee	3,628	3,678	3,550
Total Maximum Fees:	**$ 76,178**	**$ 77,228**	**$ 74,550**

The fees above are based on low-risk auditee status. Additional programs required to be tested due to high-risk auditee status will be billed at $2,500 to $4,500 per additional program depending on complexity of the program selected

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and CliftonLarsonAllen (CLA), as the District Auditor for school years 2020-2021, 2021-2022, 2022-2023, not to exceed $76,178, $77,228 and $74,550 (01.0-00000.0-00000-71900-5820-7401000) respectively, plus mileage at the approved IRS rate for the year served, and $2,500 to $4,500 per additional programs, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

May 12, 2020

The School Board and Management of
Burbank Unified School District
1900 W. Olive Street
Burbank, CA 91506

Dear Ms. Kutka:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Burbank Unified School District ("you," "your," or "the entity") for the year ended June 30, 2020.

Gema Ptasinski is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Burbank Unified School District, as of and for the year ended June 30, 2020 and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.

2. Budgetary comparison schedules.

3. GASB-required supplementary pension and OPEB reporting.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Combining fund financial statements and supporting schedules.

2. Schedule of expenditures of federal awards.

3. Other schedules as required by the 2019-20 *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Report*, published by the Education Audit Appeals Panel (except schedules listed below).

A member of Nexia International

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. History and Organization
2. Schedule of Financial Trends and Analysis
3. Schedule of Charter Schools

We will also audit the financial statements of the Measure S Bond Building Fund as well as conduct a performance audit of the Measure S Bond Building Fund in accordance with Section 1(b)(3)(c) of Article XIIIA of the California Constitution and to meet the following objectives:

- Determine the expenditures charged to the District Measure S Bond Building Fund.
- Determine whether expenditures charged to the Measure S Bond Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure S in March 2013.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes;
- Preparation of adjusting journal entries as applicable.

Audit objectives

The objective of our audits is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as applicable. Our audits will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, as applicable, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. (District and Measure S)

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

- Opinion (or disclaimer of opinion) on compliance with requirements described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel (State Compliance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. The State Compliance report will include a paragraph that states that the purpose of the report over compliance is to express an opinion on compliance with the types of requirements described in the *2019-20 Guide of Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*; however, that the audit does not provide a legal determination of the District's compliance. The reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We will also perform the procedures and provide the performance audit in accordance with Section 1(b)(3)(C) of Article XIIIA of the California Constitution. The objective of our performance audit is the expression of an opinion about whether expenditures have been made in accordance with Section 1(b)(3)(C) of Article XIIIA of the California Constitution.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our audit of compliance with State programs will consist of tests of transactions and other applicable procedures as described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, for the applicable programs. The purpose of those procedures will be to express an opinion on the District's compliance with those requirements in our report on State Compliance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and

conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review by April 30, 2020.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or bond offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in January 2020.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and

the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. We will assist management with submission to the California Department of Education, the California State Controller's Office and the Los Angeles County Office of Education. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California Department of Education, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies and legislative staff.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these service will be at the hourly rates as listed in our contract dated May 19, 2017 with a maximum fee of $72,500 for the District financial and compliance audit and the Measure S financial and performance audit. This fee also includes entering the information in the Data Collection Form SF-SAC

and creating the single audit reporting package. In addition to the amount state above, we will bill for reimbursement for mileage at the approved Internal Revenue Service rate for the year in which services are performed.

Our invoices for these fees will be rendered on a monthly basis as work progresses. Billings are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

It is understood that in accordance with Education Code 14505 and 41020, the entity and CLA agree to the following: ten percent (10%) of the audit fee shall be withheld by you until the Office of the Controller, State of California, certifies that the audit report conforms to the reporting provisions of the Audit Guide. (EC Section 14505(a). Fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract will be withheld if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if CLA or individual(s) is declared ineligible, pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Office of the Controller, State of California, as confirming to reporting provisions of the Audit Guide. (EC Section 1450S(b)). In accordance with Education Code Section 41020, all audit reports for the 1988-89 fiscal year, and for each subsequent fiscal year, shall be developed and reported using a format established by the Controller after consultation with the Superintendent of Public Instruction.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals

- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional

time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), we acknowledge that Burbank Unified School District and CLA have entered into a HIPAA Business Associate Agreement (BAA) dated February 2, 2018.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Burbank Unified School District's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement and the BAA.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the electronic copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Gema Ptasinski, CPA
Principal
626-857-7300
Gema.Ptasinski@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of Burbank Unified School District.

Authorized management signature: _____

Title: Debbie Kukta, Assistant Superintendent

Date: June 5, 2020

CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626-857-7300 | fax 626-857-7302
CLAconnect.com

May 14, 2020

The School Board and Management of
Burbank Unified School District
1900 W. Olive Street
Burbank, CA 91506

Dear Ms. Kutka:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Burbank Unified School District ("you," "your," or "the entity") for the years ended June 30, 2021, 2022, and 2023.

Gema Ptasinski is responsible for the services provided to you.

Audit services

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Burbank Unified School District, as of and for the years ended June 30, 2021, 2022, and 2023, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.

2. Budgetary comparison schedules.

3. GASB-required supplementary schedules for pension and OPEB.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Combining fund financial statements and supporting schedules.

2. Schedule of expenditures of federal awards.

1. Other schedules as required by the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Report*, published by the Education Audit Appeals Panel (except schedules listed below).

A member of Nexia International

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. History and Organization

2. Schedule of Financial Trends and Analysis

3. Schedule of Charter Schools

We will also audit the financial statements of the Measure S Bond Building Fund as well as conduct a performance audit of the Measure S Bond Building Fund in accordance with Section 1(b)(3)(c) of Article XIIIA of the California Constitution and to meet the following objectives:

- Determine the expenditures charged to the District Measure S Bond Building Fund.
- Determine whether expenditures charged to the Measure S Bond Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure S in March 2013.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.

- Preparation of adjusting journal entries.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. (District and Measure S)

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

- Opinion (or disclaimer of opinion) on compliance with requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel (State Compliance) for each applicable year.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. The State Compliance report will include a paragraph that states that the purpose of the report over compliance is to express an opinion on compliance with the types of requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*; however, that the audit does not provide a legal determination of the District's compliance. The three reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs and State Compliance. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We will also perform the procedures and provide the performance audit in accordance with Section 1(b)(3)(C) of Article XIIIA of the California Constitution. The objective of our performance audit is the expression of an opinion about whether expenditures have been made in accordance with Section 1(b)(3)(C) of Article XIIIA of the California Constitution.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be

necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our audit of compliance with State programs will consist of tests of transactions and other applicable procedures as described in the *Guide for Annual Audits of K-12 Local Education Agencies and State*

Compliance Reporting, for the applicable programs. The purpose of those procedures will be to express an opinion on the District's compliance with those requirements in our report on State Compliance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal

programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on April 30 of each year under audit.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary

information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on approximately January 2021.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the

federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. We will assist the entity with submission to the California Department of Education, the California State Controller's Office and the Los Angeles County Department of Education. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California Department of Education, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be at our standard hourly rates based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges at a maximum fee of $76,178, $77,228, and $74,550 for the years ended June 30, 2021, 2022, and 2023,

respectively, for the District financial and compliance audit and the Measure S financial and performance audit. This fee is inclusive of a five percent (5%) Technology and Client Support Fee on professional fees billed. Our fee also includes assistance with the preparation of the Data Collection Form SF-SAC and creating the single audit reporting package.

	2021	2022	2023
Financial Statement Audit Fee	$ 61,850	$ 62,800	$ 63,700
Measure S Bond Audit Fee	7,200	7,250	7,300
Standards Implementation	3,500	3,500	-
Subtotal	72,550	73,550	71,000
5% Technology Fee	3,628	3,678	3,550
Total Maximum Fees	$ 76,178	$ 77,228	$ 74,550

The fees above is based on low-risk auditee status. Additional programs required to be tested due to high-risk auditee status will be billed at $2,500 to $4,500 per additional program depending on complexity of the program selected.

The fees above include additional time projected to assist the District with implementation of GASB Statement No. 84 – *Fiduciary Activities* for the fiscal year ended June 30, 2021 and GASB Statement No. 87 – *Leases* for the fiscal year ended June 30, 2022.

In addition to the amount state above, we will bill for reimbursement for mileage at the approved Internal Revenue Service rate for the year in which services are performed.

Our invoices for these fees will be rendered on a monthly basis as work progresses. Billings are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

It is understood that in accordance with Education Code 14505 and 41020, the entity and CLA agree to the following: ten percent (10%) of the audit fee shall be withheld by you until the Office of the Controller, State of California, certifies that the audit report conforms to the reporting provisions of the Audit Guide. (EC Section 14505(a). Fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract will be withheld if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if CLA or individual(s) is declared ineligible, pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Office of the Controller, State of California, as confirming to reporting provisions of the Audit Guide. (EC Section 1450S(b)). In accordance with Education Code Section 41020, all audit reports for the 1988-89 fiscal year, and for each subsequent fiscal year, shall be developed and reported using a format established by the Controller after consultation with the Superintendent of Public Instruction.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations

- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements except as noted above under fees.
- New financial statement disclosures except as noted above under fees.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Burbank Unified School District's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the electronic copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Gema Ptasinski, CPA
Principal
626-857-7300
Gema.Ptasinksi@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of Burbank Unified School District.

Authorized governance signature: _____

Title: Charlene Tabet, Clerk

Date: June 5, 2020

Authorized management signature: _____

Title: Debbie Kukta, Assistant Superintendent

Date: June 5, 2020

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 4, 2020
SUBJECT:	Ratification of 2020-2021 Carl D. Perkins Career and Technical Education Grant Application

Background:

In May, the District applied to receive funding under the Carl D. Perkins Vocational Education Basic Grant Award. The Burbank Career Technical Education program currently operates on regulations established from the federal Carl D. Perkins Career and Technical Education (CTE) Improvement Act of 2006 (Perkins IV), which is supported by the California State Plan for Career Technical Education (2008-2012). Although the grant was reauthorized on July 31, 2018 the 2019-2020 grant cycle was considered a transition year with new requirements this year. These came in the form of some changes to the application process. The state is still working on aligning the data from the California Longitudinal Pupil Achievement Data System (CALPADS).

District Wide Goals for 2019-2020:

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

Discussion/Issues:

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

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

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

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

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

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

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

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

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

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

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

SITE	INDUSTRY SECTOR	CAREER PATHWAY	COST
Across Multiple Sectors		Indirect Costs	$3,569
Across Multiple Sectors		Benefits – Skills USA	$3,700
BHS	Health Science & Medical Technology	Patient Care	$4,829
BHS	Across Multiple Sectors	Skills USA	$6,958
BHS	Hospitality, Tourism & Recreation	Culinary Arts	$1,686
JBHS	Building & Construction Trades	Cabinetry, Millwork, and Woodworking	$2,483
JBHS	Across Multiple Sectors	Skills USA	$10,700
JBHS	Arts, Media & Entertainment	Design, Visual, and Media Arts	$4,652
JBHS	Hospitality, Tourism & Recreation	Food Science, Dietetics and Nutrition	$2,693

JBHS	Transportation	Systems Diagnostics, Service and Repair	$2,651
JBHS	Information & Communication Technologies	Information Support & Services	$2,198
Jordan	Arts, Media & Entertainment	Design, Visual, and Media Arts	$5,897
Jordan	Hospitality, Tourism & Recreation	Food Service & Hospitality	$3,016
Luther	Arts, Media & Entertainment	Design, Visual and Media Arts	$3,378
Luther	Engineering and Architecture	Engineering Design	$3,316
Luther	Hospitality, Tourism & Recreation	Food Service & Hospitality	$3,440
Muir	Arts, Media & Entertainment	Design, Visual and Media Arts	$3,423
Muir	Engineering and Architecture	Engineering Design	$2,992
Muir	Hospitality, Tourism and Recreation	Food Service & Hospitality	$3,375
		TOTAL	**$74,956**

Fiscal Impact:

Applications were due to the State by May 31, 2020. The Grant Award Notification will be sent after the application has been processed.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the application for the Carl D. Perkins Career and Technical Education Grant for the 2020-2021 school year, effective May 31, 2020, and that authority to sign the application be exercised pursuant to BUSD – AR 3314, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 4, 2020
SUBJECT:	Approval of Instructional Consultant Services

Background:

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

Discussion and Issues:

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

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: June 4, 2020

Site	Name	Purpose	Dates	Cost	Appropriation Number
Stevenson Elementary School	Garri Dance Studio	To implement and expose TK-5th grade students to dance through the VAPA dance standards.	9/9/2020-12/18/2020	$11,812.50	01.0-90201.0-11100-10000-5810-2158700

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 4, 2020
SUBJECT:	Approval of Non-Instructional Consultant Services

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

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

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: June 4, 2020

Site	Name	Purpose	Dates	Cost	Appropriation Number
Instructional Services	Hanover Research	Hanover Research will provide research assistance in terms of survey creation, implementation, and analysis service for the LCAP and School Climate Survey, as well as a variety of other projects.	7/1/2020 – 6/30/2021	$40,500.00	01.0-00000.0-00000-72000-5850-7420025 (Base Grant)

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:	June 4, 2020
SUBJECT:	Approval of Agreement–Azusa Pacific University

Background
The purpose of the Agreement with Azusa Pacific University is to provide students with field experience through practice in schools and classes. Qualified students will assume responsibility for their classroom and students.

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 an education institution.

Discussion/Issues
This program builds a relationship with Azusa Pacific University, which expands the pool of qualified teachers, counselors and psychologists. 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 Agreement between the Burbank Unified School District and Azusa Pacific University to provide educational field experience, effective July 1, 2020 through June 30, 2025 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

AZUSA PACIFIC
UNIVERSITY
School of Education

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Burbank Unified School District**,** hereinafter called the **DISTRICT**:

W I T N E S S E T H

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2020** and terminate on **June 30, 2025.**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating

in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. **Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. **Scope of Work.**

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers. With the guidance of the classroom Host Teacher, the Teacher Candidate will be

required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where Teacher Candidates complete Field Experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. During Field Experience, the Host Teacher may be requested to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) will be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher's classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate's Field Experience, in the form of reflection logs and written assignments, will be required and evaluated by the University course instructor.

TEACHER EDUCATION STUDENT TEACHING

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-

employed supervisor (i.e., Master Teacher) not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms where Teacher Candidates complete student teaching must include K-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Such student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance

or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University's Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars ($100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars ($200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars ($200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

"Intern teaching" as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e.

Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training.

The University will assign a University program supervisor (i.e. University Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the

context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM

"Practicum" as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates' confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and

development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned candidates. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Psychology site supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and

storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the Internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University	Burbank Unified School District
By:_____	Signature:_____
Name: __Anita Fitzgerald Henck_____	Printed Name:_____
Title: ___Dean, School of Education_____	Title:_____
Date:_____	Date:_____
Azusa Pacific University	Address: _____
School of Education	_____
P.O. Box 7000	Phone Number: _____

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:	June 4, 2020
SUBJECT:	Approval of Agreement– Emerson College

Background
The purpose of the Agreement with Emerson College is to provide students with field experience through practice in schools and classes. Qualified students will assume responsibility for their students.

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 an education institution.

Discussion/Issues
This program builds a relationship with Emerson College, which expands the pool of qualified speech language pathologists. 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 Agreement between the Burbank Unified School District and Emerson College to provide educational field experience, effective June 5, 2020 through June 5, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the "Agreement"), effective as of 6/5/2020 (the "Effective Date"), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and Burbank Unified, a California School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the "Affiliate"). Emerson and Affiliate referred herein individually as a "Party"; collectively, as the "Parties".

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the "Program") to students of Emerson (each a "Student" and collectively, the "Students"); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:

1.1 Role and responsibilities of the Student within the practice setting.

1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.

1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.

1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.

1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.

1.6 Clinical problem-solving across age span, disorder, and setting.

1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.

1.8 Cultural competency when working with patients/clients/families in all practice settings.

1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Responsibilities of Emerson.

2.1 Program. Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.

2.2 Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.

2.3 Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars ($2M USD) per claim and four million dollars ($4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars ($1M USD) per occurrence and three million dollars ($3M USD) in the aggregate.

2.4 Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.

2.5 Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.

2.6 Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

3. Responsibilities of Affiliate.

3.1 Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's

participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

3.2 Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.

3.3 Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.

3.4 Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars ($1M USD) per occurrence and three million dollars ($3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars ($2M USD) per claim and four million dollars ($4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.

3.5 Indemnification. Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's acts or omissions related in any way to this this Agreement or the Program.

4. Term and Termination.

4.1. The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.

4.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.

4.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.

4.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.

5. **Education Records.** If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

6. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.

7. **Status of the Parties.** Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.

8. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

9. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies. Affiliate agrees to review, abide by, and cooperate with actions taken pursuant to Emerson's Sexual Misconduct Policy available at https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy.

10. **Use of Name; Media Contact.** Affiliate may not use the name of "Emerson" or any Emerson logo or mark without Emerson's prior written approval. Affiliate may not disclose the terms of this Agreement without Emerson's prior written approval. Affiliate shall not communicate with members of the media or otherwise make any public announcement regarding the Program, or the terms or existence of this Agreement, without Emerson's prior written consent.

11. **Notices.** Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: Burbank Unified
1900 W OLIVE AVE
BURBANK, CA 91506

If to Emerson: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Laura Glufling-Tham

With a copy to: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Office of the General Counsel

12. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.

14. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE	**BURBANK UNIFIED**
By:_____	By:_____
Title:_____	Title:_____
Name:_____	Name:_____

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Ed.D, Assistant Superintendent, Human Resources
PREPARED BY:	Lori Larson, EIIP Technician
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services

Background:
Current Board Policy and Administrative Regulations address the compliance obligations of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). A cohesive disability management program is critical for all California employers, including the District. Consultants Shaw HR Consulting, Inc. will assist District staff with development and continued implementation of a disability management program that allows the District's continued ability to meet the compliance obligations as outlined in the ADA and FEHA legislation, as well as, Board Policy and Administrative Regulations.

Discussion/Issues:
This cost-effective solution to creating a quality program will continue to mitigate the cost of compliance with FEHA/ADA. It is expected that a portion of the contract's expense will be recovered through savings to the Workers' Compensation program budget by reducing temporary disability payments and indemnity reserves. In addition, a quality disability management program can significantly reduce future liability costs.

Included within the scope of this program are a formal Return-to-Work Program, Essential Function Job Analyses, and an enhanced Interactive Accommodation Process. The Return-to-Work Program is a temporary modified duty program that serves to minimize Workers' Compensation and disability costs and keep trained and experienced workers on the job while reinforcing the District's commitment to employees' welfare. The Essential Function Job Analyses identify the essential functions and physical abilities required to perform them for certificated and classified positions. The analyses are imperative tools for use when the District is faced with the legal obligation or request to accommodate a disabled/injured applicant or employee. The Interactive Accommodation Process will provide for continued engagement through the application process, employment and while former employees are on the 39-month re-employment list.

Fiscal Impact:
The fiscal impact of a professional services agreement with Shaw HR Consulting, Inc. to perform on-going services would be an amount not to exceed $35,000.

Recommendation:

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Shaw HR Consulting, Inc., to perform services related to the District's disability management program, not to exceed $35,000 (01.0-90335.0-00000-27000-5880-7558000) effective July 1, 2020 through June 30, 2021 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is hereby entered into this 4th day of June in the County of Los Angeles, State of California, by and between the Burbank Unified School District, hereinafter referred to as "DISTRICT" and Shaw HR Consulting, Inc., 107 N. Reino Road, # 414, Newbury Park, California 91320, Tax ID: 45-1449198, hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties, for the consideration stated herein, mutually agree as follows:

1. Agreement Documents. The complete Independent Contractor Agreement (AGREEMENT) includes all of the Agreement documents including, the CONTRACTOR's Certificate Regarding Worker's Compensation Insurance, Insurance Policies or Certificates, this AGREEMENT, and all modifications, addenda, and amendments thereto, by this reference and are incorporated herein. The AGREEMENT documents are complementary and what is called for by any one shall be binding as if called for by all.

2. Scope. DISTRICT hereby engages CONTRACTOR as an Independent Contractor to:
Provide disability interactive process professional services, development of Essential Functions Job Analyses and generalized human resources consulting and training.

3. Term. CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2020 and diligently perform required services as described through June 30, 2021.

4. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed thirty-five thousand dollars ($35,000.00) for the period of July 1, 2020 – June 30, 2021. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

    A. Consulting services will be billed as follows:

        1. Rachel Shaw: $350.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.
        2. All other Staff: $200.00 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

B. Fees for customized trainings and workshops are as follows:

1. Full day session for up to 50 participants is $6,500, plus flight, rental car and hotel fees, if incurred. Fee includes preparation call, customized training materials and word version samples for participants. For each participant over 50, an additional fee of $30 per participant applies.

Payment method shall be made as invoiced upon completion of milestone/assignment or every 30 days, whichever comes first. Payments are due within 60 days from invoice date or a 1.5% late fee will be assessed every 30 days thereafter.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR. CONTRACTOR's invoice shall be sent to: Burbank Unified School DISTRICT, 1900 West Olive Avenue, Burbank, California 91506, Attention: Sarah Niemann.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, and submitted to, the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

7. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all materials produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain copyright, trademark and/or patent of said matter in the name of the DISTRICT.

8. Business Termination. In the event that CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of DISTRICT this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to DISTRICT.

9. Termination. DISTRICT may, at any time, for any reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written

notice by DISTRICT shall be deemed given when received by the CONTRACTOR or no later then three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless with five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later then three days after the day of mailing, whichever is sooner.

10. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT

    The CONTRACTOR shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the governing board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The CONTRACTOR shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the DISTRICT. (Reference California Education Code Section 45125.1.)

11. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
    (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to; loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability of damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
    (b) Any injury to or death of any persons, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of

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

12. Insurance. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to DISTRICT a certificate of insurance evidencing all

    Coverages and endorsements required hereunder. Said certificate of insurance shall be due upon executions of this AGREEMENT, or such subsequent date as agreed to by the DISTRICT. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows.

    (a) General Liability Insurance for injuries including accidental death, to any one person in an amount not less than $1,000.000 per occurrence.
    (b) Subject to the same limit for each person on account of one accident, in an amount not less than $1,000.000 per occurrence.
    (c) Property Damage Insurance in an amount not less than $1,000,000 per occurrence.
    (d) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less then $300,000 per occurrence.
    (e) Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor code of the State of California.
    (f) A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage.

13. Assignment. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same of any part thereof.

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

15. Conflict of Interest. CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business, or financial interest and the services provided under this AGREEMENT, and in the event of change in either private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.

16. Affirmative Action Employment. In the performance of the terms of this AGREEMENT CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

At the date of this AGREEMENT, the addresses of the parties are as follows:

CONTRACTOR:
Shaw HR Consulting, Inc.
107 N. Reino Road, #414
Newbury Park, CA 91320
Attention: Rachel Shaw,
President

DISTRICT:
Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
Attention: Sarah Niemann, Ed.D
Asst. Superintendent, HR

18. Non-Waiver. The failure by any one of the Parties to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WHITNESS WHEREOF, the Parties hereto have executed this Agreement as to the date herein:

CONTRACTOR:
Shaw HR Consulting, Inc.

By: Rachel Shaw
Authorized Signature

Print Name: Rachel Shaw

Title: President

Date: 5/11/2020

Tax ID: 45-1449198

DISTRICT:
Burbank Unified School District

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Lori Larson, EIIP Technician
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services of Independent Contractor with Concentra is to provide post-offer, pre-employment physical examinations and special examinations, to include but not be limited to, drug screens, back screens, fit-for-duty and first aid only examinations, of certificated and classified employees.

Discussion/Issues:
This agreement provides the District with local occupational health services in the form of pre-employment physicals and screenings, fit-for-duty physicals, first aid only examinations and other related services. Concentra shall also advise the Superintendent of Schools or designee on medical matters.

Financial Impact:
The financial impact to the District is dependent upon hiring requirements of the District and specific classification requirements as well as frequency of need for special examinations. Commonly incurred charges are pre-employment physicals to be charged at $83.50, drug screenings to be charged at $60.00 and back screens which will range in price based on classification.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve an Agreement between the Burbank Unified School District and Concentra. to provide occupational health services in the form of pre-employment physicals and screenings, fit-for duty physicals, and first aid only examinations to cover the period of July 1, 2020–June 30, 2021 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

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Burbank Unified School District
AGREEMENT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT, made and entered into this 4th day of June, by and between

NAME:	Occupational Health Centers of California, A Medical Corporation (Concentra)
STREET ADDRESS:	5080 Spectrum Drive, Suite 1200W
CITY:	Addison, Texas 75001

hereinafter referred to as the Contractor and Burbank Unified School District of Los Angeles County, hereinafter referred to as the District,

W I T N E S S E T H:

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special professional services required; and

WHEREAS the Contractor provides personnel who are specially trained and experienced and competent to perform the special professional services pursuant to this agreement;

The parties hereto contract and agree as follows:

1. PERIOD OF AGREEMENT shall be from July 1, 2020 to June 30, 2021, for a variable number of sessions within that period. The agreement shall be subject to cancellation by either party on thirty (30) days written notice to the other, delivered to the last known address of the other party.
2. SERVICE TITLE of this Contractor shall be provider of Occupational Health Services.
3. DUTIES OF CONTRACTOR shall be:
    a. Provide pre-employment/post offer job-specific physical examinations consistent with State and Federal law.
    b. Special job-specific examinations consistent with State and Federal law.
    c. Advise Superintendent of Schools or designee on medical matters.
4. PAYMENT BY THE DISTRICT The District shall pay the Contractor at the rate of $83.50 per pre-employment physical; up to $60.00 for drug screens and, up to $150.00 per special examination. (Any amount exceeding $150.00 must be preapproved by the District.) Payment to the Contractor shall be as billed monthly. The Contractor shall submit and invoice in duplicate to the District, upon completion of the services, indicating that services required were performed. The Contractor shall assume all expenses, including but not limited to, travel expenses, included by him in performance under this contract.
5. CREDIT AND PAYMENT Payment for services will be received by Contractor within thirty (30) days of invoice date, unless otherwise agreed to by parties. Any invoiced amount remaining unpaid after such date will be deemed “past due”.
6. AUTHORIZED DISTRICT REPRESENTATIVE Questions concerning the special services to be performed and the program in general will normally be referred by the Contractor to the Staff Representative authorized by the Superintendent. However, with regard to this contract, the Superintendent of Schools shall serve as the Chief Executive

DocuSign Envelope ID: 1CDFFCA3-0677-41F5-BC1C-4D63D46F522B

Officer and Representative of the Board of Education in all major matters relating to these contract provisions.

7. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees, pupils or by any third persons.
8. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT While engaged in performance of this contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.
9. PHYSICIAN PROVIDER The parties acknowledge that Contractor does not and cannot employ the physicians who will be providing professional services under this Agreement (the "Physician Providers"), due to the corporate practice of medicine laws in the State of California. However, Contractor will arrange for the provision of such professional services by Physician Providers through a Professional Services Agreement ("PSA") with them. Contractor agrees that under the PSA, and Physician Provider will be required to have a valid certificate to practice medicine and surgery issued by the California State Board of Medical Examiners.

WITNESS the parties hereto the day and year first above written.

- Contractor -	- District -
Occupational Health Centers of California, A Medical Corporation (Concentra)	BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By: DocuSigned by: Minh Q. Nguyen, DO 193111D9CEE54E8...	By:
Minh Q. Nguyen, President	Matt Hill, Superintendent of Schools
5/13/2020	

Charge to: 01.0-00000.0-00000-72000-5861-7552000
11.0-00639.0-00000-27000-5861-5330000
12.0-60600.0-00000-27000-5861-7540000
12.0-61050.0-00000-27000-5861-7540000
12.0-60550.0-00000-27000-5861-7540000
13.0-53100.0-00000-37000-5861-7490000
01.0-65000.0-50010-27000-5861-7441000
01.0-00000.0-00000-72000-5862-7552000
01.0-90335.0-00000-27000-5862-7558000
01.0-00000.0-00000-72000-5860-7552000
01.0-00000.0-00000-72000-5861-7552000
01.0-00000.0-00000-72000-5860-7551000

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Sarah Niemann, Assistant Superintendent, Human Resources Services

PREPARED BY: Lori Larson, EIIP Technician

SUBMITTED BY: Cindy Quiterio, Executive Assistant, Human Resources

DATE: June 4, 2020

SUBJECT: Approval of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services of Independent Contractor with Providence Health System – Southern California [DBA Providence Saint Joseph Medical Center (PSJMC)] is to provide post-offer, pre-employment, back screen examinations of certificated and classified employees.

Discussion/Issues:
Providence Saint Joseph Medical Center has provided the District with local occupational health services in the form of pre-employment back screening examinations and other related services. These services are provided in their Pacific Avenue location.

The term of the agreement is as follows:

July 1, 2020 through June 30, 2021

Financial Impact:
The financial impact to the District is dependent upon hiring requirements of the District and specific classification requirements. Incurred charge is $120.00 per examination.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services of Independent Contractor between the Burbank Unified School District and Providence Health System – Southern California (DBA Providence Saint Joseph Medical Center) to cover the periods of July 1, 2020 through June 30, 2021 and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

Burbank Unified School District

AGREEMENT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT, made and entered into this 4th day of June, by and between

NAME:	PROVIDENCE HEALTH SYSTEM – SOUTHERN CALIFORNIA
DBA:	PROVIDENCE SAINT JOSEPH MEDICAL CENTER PROVIDENCE SAINT JOSEPH OCCUPATIONAL HEALTH CENTER
STREET ADDRESS:	3413 Pacific Avenue
CITY:	Burbank, California 91502

hereinafter referred to as the Contractor and Burbank Unified School District of Los Angeles County, hereinafter referred to as the District,

W I T N E S S E T H:

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special professional services required; and

WHEREAS the Contractor provides personnel who are specially trained and experienced and competent to perform the special professional services pursuant to this agreement;

The parties hereto contract and agree as follows:

1. PERIOD OF AGREEMENT shall be from July 1, 2020 to June 30, 2021 for a variable number of sessions within that period. The agreement shall be subject to cancellation by either party on thirty (30) days written notice to the other, delivered to the last known address of the other party.
2. SERVICE TITLE of this Contractor shall be provider of Occupational Health Services – Special Examinations: Back Screens.
3. DUTIES OF CONTRACTOR shall be:
    a. Provide job-simulation back screen examinations consistent with State and Federal law.
    b. Advise Superintendent of Schools or designee on medical matters related to such screening(s).
4. PAYMENT BY THE DISTRICT The District shall pay the Contractor at the rate of $120.00 per back screen. Payment to the Contractor shall be as billed monthly. The Contractor shall submit and invoice in duplicate to the District, upon completion of the services, indicating that services required were performed. The Contractor shall assume all expenses, including but not limited to, travel expenses, included by him in performance under this contract.
5. AUTHORIZED DISTRICT REPRESENTATIVE Questions concerning the special services to be performed and the program in general will normally be referred by the Contractor to the Staff Representative authorized by the Superintendent. However, with regard to this contract, the Superintendent of Schools shall serve as the Chief Executive Officer and Representative of the Board of Education in all major matters relating to these contract provisions.

6. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees, pupils or by any third persons.
7. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT While engaged in performance of this contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.
8. THERAPIST PROVIDER Contractor will arrange for the provision of back screen professional services through the Management and Professional Services Agreement for Physical/Occupational Therapy ("PSA") that it has with Therapeutic Associates, Inc. Contractor agrees that under the PSA, Therapist Providers will be required to maintain, on an unrestricted basis: A.) Licensure as a therapist or assistant in the State of California; and B.) Participating provider status with Medicare and Medi-Cal Programs.

WITNESS the parties hereto the day and year first above written.

- Contractor -	- District -
PROVIDENCE HEALTH SYSTEM – SOUTHERN CALIFORNIA DBA: PROVIDENCE SAINT JOSEPH MEDICAL CENTER and PROVIDENCE SAINT JOSEPH OCCUPATIONAL HEALTH CENTER	BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By: _____ Kelly M. Linden, Chief Executive Officer Providence Saint Joseph Medical Center	By: _____ Matt Hill, Superintendent of Schools
By: _____ Glenn Bales, Chief Financial Officer Providence Saint Joseph Medical Center	

Charge to:

01.0-00000.0-00000-72000-5861-7401000	12.0-60600.0-00000-72000-5861-7540000
12.0-61050.0-00000-27000-5861-7540000	12.0-60550.0-00000-27000-5861-7540000
61.0-53100.0-00000-37000-5861-7490000	01.0-00000.0-00000-72000-5861-7552000
11.0-00639.0-00000-27000-5861-5330000	
01.0-65000.0-50010-27000-5861-7441000	
01.0-00000.0-00000-72000-5862-7401000	
01.2-90335.0-00000-27000-5862-7558000	
01.0-00000.0-00000-72000-5864-7401000	

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources Services
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources Services
DATE:	June 4, 2020
SUBJECT:	Approval of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services with the Department of General Services/Office of Administrative Hearings (OAH) is to provide services of Administrative Law Judges (ALJs) for the purpose of managing cases and conducting hearings under Government Code section 27727.

In addition to administrative hearings, California state and local agencies are able to contract with the OAH for law judge services, including administrative hearings, mediations, arbitrations and other dispute resolution processes.

The contract is effective upon approval and execution of all signatures. The term of the contract is five years from the effective date of the contract unless cancelled or terminated without cause by either party.

Discussion/Issues:
The agreement with the Department of General Services/Office of Administrative Hearings shall perform all case management and hearing services which they deem necessary for the proper handling and adjudication of cases.

Financial Impact:
The financial impact to the District is not to exceed $48,000.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and the Department of General Services/Office of Administrative Hearings to provide services of Administrative Law Judges (ALJs) for the purpose of managing cases and conducting hearings under Government Code section 27727, effective July 1, 2020 through June 30, 2025, unless terminated by either party on advance written notice, not to exceed $48,000 (01.0-00000.0-00000-72000-5810-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2 The term of this Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: **$** 48,000.00
Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D - Service Revolving Fund (SRF) Directive – Payment By Wire Transfer Form	1 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY *(Authorized Signature)* | DATE SIGNED*(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Phoenix Lawson, Staff Services Manager I

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

BY *(Authorized Signature)* | DATE SIGNED*(Do not type)*

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

EXHIBIT A

SCOPE OF WORK

1. Upon request of _____ (hereinafter referred to as "Local Agency"), the Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) and case management staff to the Local Agency, for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. Project Representatives

The project representatives during the term of this agreement will be:

Office of Administrative Hearings
Alan R. Alvord, Presiding Administrative Law Judge, General Jurisdiction Division
Phone: 619-525-4475
Email: Alan.Alvord@dgs.ca.gov

Local Agency:
Name:
Title:
Phone:
Email:

Direct all inquiries regarding this agreement to:

Office of Administrative Hearings
Tim Dean, Contract Analyst
2349 Gateway Oaks Dr. Suite 200
Sacramento, CA 95833

Phone: 916-263-0791

Email: tim.dean@dgs.ca.gov

Local Agency:

Attention:

Address:

Phone:

Email:

All invoices and billing shall be to directed to:

Local Agency:

Attention:

Address:

Phone:

Email:

The Project Representative and Agreement and Billing Representative may be changed through written confirmation to the other party. This change shall not require an amendment to this agreement. It may take up to two billing cycles for a change to the Local Agency Billing Contact to be in effect.

3. Services to be Performed:

    a. The Local Agency shall provide OAH a written request to set a matter for hearing or mediation with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing at the time the request for hearing or mediation is made. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided. The Local Agency shall indicate in the request to set a matter for hearing if OAH is to issue a proposed or final decision in the matter. If a proposed decision is required, Local Agency shall provide the name and contact information for the decision-maker who is responsible for making the final decision.

b. The Local Agency shall electronically file the request to set a matter for hearing and all other required pleadings and papers with OAH using the secure electronic filing system offered by OAH or otherwise in accordance with OAH requirements.

c. The Local Agency shall inform OAH if the hearing is to be electronically recorded or if a court reporter is required. If a court reporter is required, the Local Agency shall indicate at the time the request a hearing if they will be providing a court reporter or if OAH should provide one. Unless the Local Agency or OAH determines a court reporter is required by statute, ordinance, or regulation, the hearing will be electronically recorded by OAH.

d. OAH shall perform all case management and hearing services that OAH, in its sole discretion, deems necessary to the proper handling and adjudication of the case.

e. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required. Local Agency shall be responsible for the costs of accommodations or interpreters. If OAH incurs costs for providing reasonable accommodations, interpreter or translation services for any matter under this agreement, those costs shall be borne by the Local Agency.

f. Record Retention: OAH shall retain all records in accordance with its current record retention schedule. If the Local Agency requests OAH to issue a proposed decision, the exhibits will be returned to the Local Agency Project Representative along with the proposed decision at the conclusion of the matter, and the Local Agency shall be deemed the custodian of the administrative record.

4. Service Location: The services shall be performed at a location convenient for OAH and all parties. The Local Agency shall file a request for mediation or hearing directly with the local OAH office which is handling the matter.

5. Record of the Proceeding:

a. If a Court Reporter is not used, OAH shall be responsible for electronic recording of all hearings, and shall impose a recording fee not to exceed the amount set by the Department of General Services through the Price Book. The current Price

Book is located at: https://www.dgs.ca.gov/OFS/Price-Book. The electronic recording fee shall only be imposed following the actual recording of a proceeding and shall not be included as part of the filing fee.

b. If OAH provides a Court Reporter, the Local Agency is responsible for all costs associated with the Court Reporter, in accordance with the current contract rates. Current contract rates, including Court Reporter and transcription costs, can be found at: https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Find-Contract-Information-to-Obtain-OAH-Court-Reporter-Services.

c. OAH shall arrange for transcription of hearing recordings upon the request of any party to the proceeding or the Local Agency Project Representative and upon receipt of payment for transcription costs. OAH may use a vendor for transcription services.

d. OAH will charge a requesting party the actual cost of preparing the administrative record. If the requesting party has been declared in forma pauperis, or has received a waiver of court fees from a court of competent jurisdiction in a case arising out of the OAH matter, and is seeking judicial review of the case before OAH, the Local Agency shall pay the full costs for preparing the administrative record and/or transcript. OAH will notify the Local Agency of the associated costs prior to preparing such records.

e. OAH will not include within its administrative record any records or hearing exhibits the custody of which has been transferred to the Local Agency. OAH may prepare a clerk's record upon request and payment of associated fees in these circumstances.

6. Rates

a. In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the full cost of rendering such services at the rate established at the time the services are rendered. The Local Agency is responsible for the filing fee for each case filed, ALJ (including Presiding Administrative Law Judge, and Division Presiding Administrative Law Judge)

time billed at an hourly rate, an electronic recording fee if the proceedings are electronically recorded, the cost of all accommodation or interpreter services requested, and the full cost of any preparation of the clerk's record or transcript at the current contract rates.

b. In the event a calendared case is taken off-calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for work on another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off-calendar, settled, re-calendared or continued.

c. The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the requesting party or the Local Agency in accordance with Section 5 above. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. The current contract rates for these services can be found on OAH's website.

d. The Local Agency agrees to be responsible for the full costs of any service provided by OAH on a Local Agency case, regardless of any agreement the Local Agency may have with a third party or any other cost-sharing provision.

7. The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract. This contract may only be amended for term and amount upon mutual agreement of the parties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Office of Administrative Hearings is a reimbursable entity as detailed in Government Code section 11370.4. Notwithstanding any other provision of law, the total cost of services provided by the OAH shall be collected from the Local Agency entering into this agreement.

2. Parties shall keep apprised of the balance of this agreement at all times. Local Agency agrees to notify OAH when the expended amount is close to exhausting the funds in this agreement.

3. For services rendered in accordance with the Scope of Work, the Local Agency shall compensate the OAH for the full cost of services and actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges shall include the following: filing fees, electronic recording fees, Administrative Law Judge hourly charges, and translator/interpreter fees as required. Additionally, all costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency.

4. Invoices shall be paid promptly and delays in payment may result in OAH's discontinuation of services.

5. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the

Local Agency at the prevailing ALJ hourly rate. The Price Book is available at http://www.dgs.ca.gov/ofs/Pricebook.aspx.

6. OAH shall be paid not more frequently than monthly, in arrears, upon issuance of an invoice by the Department of General Services which details charges, expenses, direct and indirect costs.

7. Payment may be completed through direct transfer, in accordance with Service Revolving Fund Directive, SRF #1025, attached hereto as Exhibit D. For questions about establishing a wire transfer process with OAH/DGS, the Local Agency shall contact DGS at SRFFISCALSERVICES@dgs.ca.gov or the OAH Project Representative.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT: Except as noted in Exhibit A, Paragraph 2, no amendment or variation of the terms of this Agreement shall be valid, unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH may meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

EXHIBIT D

Service Revolving Fund (SRF) Directive – Payment By Wire Transfer Form

SERVICE REVOLVING FUND (SRF) DIRECTIVE

Number:	Subject:	Date Issued:
SRF # 1025	**PAYMENT BY WIRE TRANSFER**	**REV 10/2018**
References: SAM Section 8091		

PURPOSE
To outline the process for a private company to set up wire transfer documents with their banking institution in making payments to the State of California, Department of General Services (DGS).

PROCEDURES
The following instructions are for the private company and their banking institution, the DGS Office contact person, and the DGS SRF Receivables Analyst in requesting and processing wire transfers:

A. APPROVAL REQUESTED TO TRANSFER FUNDS INTO DGS ACCOUNT

Either the private company or the DGS Office is to contact SRF Receivable Analyst by E-mail at SRFFISCALSERVICES@dgs.ca.gov to obtain **approval to wire transfer funds into the DGS Account**. The following information is needed along with any pertinent data that would help identify the nature of the payment:

1. Company Name
2. Company Representative (name, phone, e-mail and fax number)
3. DGS Office contact person name
4. Escrow Account Number
5. Reason for payment
6. Amount

If you have any questions regarding the wire transfer process, please contact SRF Receivables Analyst by E-mailing to SRFFISCALSERVICES@dgs.ca.gov or by phone at 916-376-5182.

B. WIRE TRANSFER PROCESS

1) PRIVATE COMPANY & BANKING INSTITUTION
Provide your banking institution with the following information to set up wire transfer payments to DGS (banking customer is responsible for the payment of any processing fee):

ABA Routing Number: 026009593
Account Number: 14360-80784

Department of General Services
OFS - SRF Fiscal Services
707 Third Street, 10th Floor
West Sacramento, CA 95605

2) DGS OFFICE CONTACT PERSON
Provide DGS OFS 2028 Report of Check/Cash Collection to the SRF Receivable Analyst as soon as you know that a wire transfer payment is in process. This will ensure the money is recorded properly in the Financial Information System for California (FI$Cal) Accounts Receivable Module.

3) DGS SRF RECEIVABLES ANLYST
Once the wire transfer has been made, SRF Receivable Analyst will run the State Treasury Bank of America Report and apply the transfer using the Report of Check/Cash Collection or the E-mail from the private company or the DGS Office to record the transfer of funds in FI$Cal.