BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, June 02, 2022

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

Burbank City Hall
275 E. Olive Avenue
Burbank, California

AGENDA

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

1. CALL TO ORDER

1.a NOTICE TO THE PUBLIC

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 during one of the three Public Comments sections.

Instructions for Virtual Public Speakers Who Wish to Address the Board:

1. Speakers who wish to provide a Public Comment virtually should sign up at this link: https://forms.gle/sDLayTs3c8Z7e1cY7 before 3pm on Wednesday, June 1. Please indicate if your comment pertains to (1) an item on this agenda, or (2) a subject within the jurisdiction of the Board of Education. Closed Session Public Comments must be given in person.

2. The Zoom Webinar will open at 6:30 p.m. Speakers are asked to rename their Zoom profile to indicate their full name to expedite this process. Please note that only those individuals who have signed up to speak prior to 3:00 p.m. on Wednesday, June 1, will be allowed to enter the Zoom Webinar. Speakers will receive an email Wednesday afternoon with the Zoom Webinar login details.

3. When it is time for a speaker to address the Board, the speaker's name will be called and the speaker should activate their microphone and camera. Speakers must be present in the Zoom Webinar when their name is called in order to address the Board. Speakers are also requested to state their name (and their pronouns, if desired) prior to addressing the Board. Please note that the chat function will be disabled.

4. After a speaker completes their public comment, or if the five-minute (5) time limit has been reached, the speaker will be removed from the Zoom Webinar and can continue watching the meeting by streaming it at www.burbankusd.org/boemeetings

5. If you require Spanish, Armenian, or ASL translation of the meeting, please email kimberleyclark@burbankusd.org prior to 3:00 p.m. the day before the meeting to receive a registration link.

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Responses

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

3.a 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 960065063 and 960037876

3.b Conference with Superintendent, Existing Litigation Pursuant to Government Code §54956.9
One Case: No.: 5:20-cv-01739-JGB-SHK- Settlement Agreement

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.

We acknowledge the traditional, ancestral, unceded territory of the Chumash, Tongva, Fernandeño Tataviam, and First Nations on which we are learning, educating, and living.

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

9. REPORTS FROM THE BOARD

9.a "Everyday Excellence" - Report from the Board
A Board of Education member will provide a highlight from one of the Burbank Unified School District's school sites.

10. REQUESTS TO ADDRESS THE BOARD

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

10.b Staff Responses

10.c Board Members' Responses

11. REPORTS TO THE BOARD

11.a Report from Burbank Council PTA for the 2021-2022 School Year
Charlene Tabet, President, Board of Education, will introduce Lori Little, Burbank Council PTA President, and members of the PTA leadership team, who will provide an update on the activities of the Burbank Council PTA for the 2021-2022 school year.

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

DEI Update June 2nd_060222.pdf

11.c Report on the Status of the District Master Plans
Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the Status of the

District Master Plans, as presented.

Update Master Plans 06022022.pdf

12. PUBLIC HEARING - Approximately 7:30 p.m.

12.a Public Disclosure of the 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5
The Board of Education will hold a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004) GC 3547.5 to allow the public an opportunity to comment regarding the 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association.

Public Disclosure AB1200 - BTA.pdf

13. NEW AND/OR UNFINISHED BUSINESS

13.a Approval of the 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the negotiated 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

Approval AB1200 - BTA.pdf

13.b Approval of Job Description for Alternative Education Administrator, Independent Learning Academy and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range H
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the job description for Alternative Education Administrator and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range H, as presented.

Alter Ed Admin - ILA.pdf

13.c Ratification of Agreement for Professional Services (Human Resources)
Sarah Niemann, Assistant Superintendent, Human Resources Services recommends that the Board of Education ratify the Agreement between the Burbank Unified School District and Robert Half, to provide clerical support as needed, not to exceed $50,000 (01.0-00000.0-72000-5850-7551000), effective May 20, 2022 through June 30, 2023 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement-Robert Half (Human Resources).pdf

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

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

Gift Report 06-02-22.pdf

14. 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.

14.a Action on Final Settlement Agreement (Special Education)

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960037876, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective March 17, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960037876 Settlement Agreement.docx.pdf

14.b Action on Final Settlement Agreement (Special Education)

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960035063, not to exceed $49,000.00 (01.0-65000.0-50010-36000-5813-7440000), effective May 12, 2022 through July 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035063 Settlement Agreement.docx.pdf

14.c Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Board of Education Meeting of May 5, 2022, as presented.

Minutes.05.05.22.pdf

14.d Approval of Personnel Report Number 21-22-18

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 21-22-18, covering Certificated and Classified personnel, and consisting of Pages 1 to 12 inclusive, as presented.

Personnel Report.pdf

14.e 2021-2022 Purchase Order Report

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2021-2022 as listed through May 9, 2022, as presented.

2021-2022 Purchase Order Report.pdf

14.f Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $2,597,571.19 and commercial

warrants in the total amount of $1,002,432.49, as presented.

Warrants.pdf

14.g 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.

Inst Consultants 06022022_Redacted.pdf

14.h Approval of Amended Consultant Agreement for Lisa Dyson
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Lisa Dyson to provide instructional consultant services, effective February 18, 2022 through May 26, 2022, in the amount of $2,960 (01.0-90904.0-17000-41000-5810-3218100), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amended Agreement L Dyson_Redacted.pdf

14.i Approval of Amended Consultant Agreement for Robin Mazer
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Robin Mazer to provide instructional consultant services, effective February 18, 2022 through May 26, 2022, in the amount of $2,620 (01.0-90904.0-17000-41000-5810-3218100), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amended Agreement R Mazer_Redacted.pdf

14.j Approval of Agreement between Boys and Girls Club of Burbank for the Expanded Learning Opportunities Program Summer Child Care Program
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Boys and Girls Club of Burbank, to provide services for the Expanded learning Opportunities Program for summer 2022 services, not to exceed $120,000.00 (01.0-26000.0-0-00000-27000-5810-7549000), effective June 3, 2022, through July 30, 2022, and that authority to sign this agreement be exercised pursuant to BUSD –AR 3314, as presented.

2021-22 BGC ELOP Child Care Summer Agreement Board Item.pdf

14.k Approval of the South Bay Workforce Investment Board, Inc. (SBWIB), a Nonprofit Public Benefit Cooperation, Memorandum of Understanding (MOU)
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Memorandum of Understanding (MOU) between Burbank Unified School District and the South Bay Workforce Investment Board, Inc. (SBWIB), on behalf of the City of Inglewood.

BAS SBWIB MOU 6 2 22.pdf

14.l Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of 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 $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Accommodating Ideas.pdf

14.m Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and West Shield Adolescent Services, to escort and transport special education students to out of or in state residential facilities, not to exceed $10,000 (01.0-07240.0-50010-36000-5812-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services West Shield.pdf

14.n Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Douglas W. Stephey, OD, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034080, not to exceed $1,800 (01.0-65000.0-57602-11900-5850-7440000), effective June 3, 2022 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034080 Douglas Stephey.pdf

14.o Approval of Agreement for Transportation (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and HopSkipDrive, Inc. for transportation services for Special Education Students on an as-needed basis, effective July 1, 2022, through June 30, 2023, not to exceed $150,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Transportation HopSkipDrive.pdf

14.p Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Learning Dynamics, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960021175, not to exceed $5,000 (01.0-65000.0-57602-11900-5850-7440000), effective May 10, 2022 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as

presented.

SPED Student 960021175 Learning Dynamics.pdf

14.q Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve the Master Contracts and service agreements for special education students, to be provided by the indicated nonpublic, nonsectarian schools and agencies (01.0-65000.0-57601-11800-5810-7440000, 01.0-65460.0-57601-11800-5810-7440000, 01.0-65000.0-57601-11804-5810-7440000, 01.0-33270.0-57601-11800-5810-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Master Contract Renewal.pdf

14.r Approval of Agreement for Professional Services (Human Resources)
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, 2022 through June 30, 2023, not to exceed $29,010 (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

14.s Approval of Renewal of Agreements for Professional Services with CSM Consulting, Inc, for E-Rate Consulting and Emergency Connectivity Fund (ECF) Compliance Services (General Fund and Special Reserve Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of the agreement between Burbank Unified School District and CSM Consulting, Inc., to provide E-Rate consultation services, not to exceed $35,000 and additional ECF compliance services, not to exceed $20,000 (General Fund and Special Reserve Fund) (01.0-00000.0-00000-77000-5850-7402000; 40.0-00000.0-00000-81000-5850-7500000), effective July 1, 2022, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Agreements_CSM ERate and ECF Consultant_Professional Services_060222.pdf

14.t 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, 2022 through June 30, 2024, 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 2022-24.pdf

14.u 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, 2022 through June 30, 2023, 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 2022-23.pdf

14.v Approval of Los Angeles County Office of Education (LACOE) Annual Maintenance Charges Contract for the BEST Advantage System 2022-2023
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 BEST Advantage System, not to exceed $21,396.2 (01.0-00000.0-00000-77000-5890-0000000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LACOE - BEST Advantage System Contract 2022-23.pdf

14.w Approval to Close Imprest Fund
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the closure of the Imprest Funds due to separation from the District, retirement or change in assignment, as presented.

Imprest Acct Closure.pdf

14.x Approval to Establish Imprest Fund
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the establishment of the Imprest Fund due to new hire, retirement or change in assignment, as presented.

Imprest Accounts Establishment.pdf

14.y Approval of Piggybackable Contracts for Equipment, Materials and Services 2022-2023
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 2022-2023 school year, as presented.

Piggybackable Contracts 2022-23.pdf

14.z Approval of Agreement for Professional Services, Cybersoft Technologies, Inc. (a.k.a PrimeroEdge) (Cafeteria Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Cybersoft Technologies, Inc. (a.k.a. PrimeroEdge) to provide software services, effective July 1, 2022

through June 30, 2023, not to exceed $38,421.25 (61.0-53100.0-00000-37000-5840-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Food Service Cybersoft Software - PrimeroEdge 2022-23.pdf

15. REQUESTS TO ADDRESS THE BOARD

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

15.b Superintendent's Comments and Responses
Matt Hill, Superintendent, will respond to public comment and will comment on items of interest to the Board of Education and community.

15.c Board Members' Comments and Responses
Board Members will respond to public comment and will comment on items of interest to the community.

16. ADJOURNMENT

Diversity, Equity, and Inclusion (DEI) Committee Update

June 2nd , 2022

OVERARCHING DEI GOAL & APPOACH

Overarching goal: To conduct a thorough audit of Diversity, Equity and Inclusion in BUSD and make recommendations regarding future implementation of policy, practice, instruction and engagement.

- Focus on long-term, sustained work.
- Engage multiple stakeholder groups, including but not limited to: students, teachers, certificated staff, classified staff, administration, parents and caregivers.
- Conduct formative and summative assessment focused on impact of DEI training on teacher efficacy and content changes
- Conduct formative and summative assessment focused on impact of DEI training from student perspective
- Provide regular updates to Board of Ed regarding the achievement of said goals
- Addressing the culture and organization through research and assessment [2]

AREAS OF IMPROVEMENT BASED ON SURVEY FINDINGS

Employees

- Fair compensation for all staff.
- Transparency for advancement/promotion for employees.
- Protocols to address issues of racism.
- Professional development for all staff to help promote equity at their job site.

Students

- Taking appropriate action in response to incidents of harassment and discrimination.
- Creating safe spaces at school campuses to ensure students can show up as their full authentic self without fear of shame or judgement from other students.
- Creating an inclusive environment that support all students background, cultural and race/ethnic identity and gender/sex identity.
- Protocols to address issues of racism

Parents

- Race/ethnic diversity amongst instruction staff and school leadership
- Resources to learn more about racial justice issues.
- Diverse instructional materials and access to materials.
- Protocols to address issues of racism.
- Ongoing professional development.

DEI STRATEGIC ACTION PLAN BASED ON IMPROVEMENT AREAS

Diversity

- **Goal –** to create a school environment that allows for students to feel safe, supported in their identity and protected if any situations arise that harass or discriminates how they identity.

- **Action Item**

  - Creating a document on transparency of rights and procedures to address incidents of harassment or discrimination that is visible to BUSD community.
  - Defining discrimination and harassment for all schools through inclusive and equitable protocols that are showcased in every classroom and school campus.
  - Seeing yourself in your school (ex. curriculum, staff, school visuals, school cultural events).
  - Defining unique cultures in events, materials, and curriculum (ex. Ungrouping people of color and recognizing each race/ethnic background).
  - Normalize diversity in our BUSD culture by embodying DEI in every aspect of education (ex. Diverse teachers, diverse curriculum, diverse and inclusive events, diverse supplemental materials and books).

Equity

- **Goal –** to ensure our hiring practices are equitable and the staff is representative to our BUSD demographic.

- **Action Items**

  - Hiring diverse staff to ensure we are representative of our entire student community.
  - Going to universities to host career fair for diverse staff.
  - Develop an equity framework for hiring new staff
  - Multicultural career fair to hire diverse staff.
  - Non-teaching positions opportunities for people of color.
  - Attracting from employment opportunities from other districts
  - Develop a plan to provide pay equity for staff

DEI STRATEGIC ACTION PLAN BASED ON IMPROVEMENT AREAS (CONT)

Inclusion

- **Goal -** to ensure our curriculum and educational materials are representative of our students' identities and cultural and ethnic heritage.

- **Action Items**
  - Standardized diverse supplemental materials throughout the district.
  - Including diverse reading materials for in-class libraries.
  - Representation of school and district marketing materials.
  - Provide transparency for career advancement/promotion for all employees.
  - Providing materials and resources to support our neurodiverse student community.

Professional Development

- **Goal –** to ensure our staff and leadership team continue developing their knowledge and skills to provide an inclusive and equitable educational environment in the workplace and in classrooms.

- **Action Items**
  - Training of all staff and temporary staff on inclusivity and DEI best practices (ex. cultural sensitivity in classroom engagement and interaction) with students and employees on school campuses.

Racial Justice

- **Goal –** to create a school and work environment that is safe for all identities and cultural background. To ensure the protocols are in place are effective, inclusive and equitable when addressing issues of racism..

- **Action Items**
  - Prevention of racial incidents through training and protocol. Sharing school wide of what protocols are in place to address issues of racism.
  - Implementing a communication tool to inform parents and BUSD community on resources for racial justice.
  - Providing resources for racial justice at the wellness centers
  - Providing mental health and healing therapy by a licensed POC therapist for students who need healing and a safe space
  - Implement restorative justice practices to combat discipline and bring healing to those who are harmed.

DEI STRATEGIC ACTION PLAN BASED ON IMPROVEMENT AREAS (CONT)

LGBTQ+ Justice & Representation

- **Goal –** to create a school and work environment that is safe for all identities and cultural background. To ensure the protocols are in place are effective, inclusive and equitable when addressing issues of LGBTQ incidences.

- **Action Items**
  - Prevention of LGBTQ incidents through training and protocol. Sharing school wide of what protocols are in place to address issues of harassment or discrimination..
  - Implementing a communication tools to inform parents and BUSD community on resources for LGBTQ inclusivity.
  - Providing resources for LGBTQ at the wellness centers
  - Providing mental health and healing therapy by a LGBTQ therapist for students who need healing and a safe space.
  - Implement restorative justice practices to combat discipline and bring healing to those who are harmed.

Appendix

- Highlights of Students Lowest Response
- Highlights of Students Lowest Response
- Highlights of Students Highest Response
- Highlights of Students Highest Response
- Highlights of Parents Lowest Response
- Highlights of Parents Highest Response
- Highlights of Parents Highest Response
- Lowest Response Student Data by Race and Gender
- Lowest Response Student Data by Race and Gender
- Highest Response Student Data by Race and Gender
- Highest Response Student Data by Race and Gender
- Lowest Response Parent Data by Race and Gender
- Lowest Response Parent Data by Race and Gender
- Highest Response Parent Data by Race and Gender
- Highest Response Parent Data by Race and Gender

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:	Terri Adams-Ramirez, Administrative Secretary II
DATE:	June 2, 2022
SUBJECT:	Report on the Status of the District Master Plans

Background:

As part of its strategic planning, the Burbank Unified School District has ten Master Plans with goals, action items, and metrics. These plans guide the work both at the district and school site levels. In a normal year, the plans are reviewed annually or biannually. However, due to COVID-19, the master plans were not updated. The work in the plans continued throughout the pandemic, but not to the level of expectations set forth in the master plans. This report will provide a status update of each plan and make some recommendations for the work in 2022-2023.

District Wide Goals for 2021-2022

1. Students will be career/college ready via high-quality instruction
2. Students will be physically, emotionally, and mentally healthy
3. Recruit and retain highly qualified employees
4. Maintain efficient and effective operations

Discussion and Issues:

List of all District Master Plans:

1. Career Technical Education Master Plan- Goal 1
2. Gifted and Talented Education Master Plan- Goal 1
3. 3-Year Arts for All Plan- Goal 1
4. Alternative Education Plan – Goal 1
5. Mental Health and Wellness Master Plan Goal 2
6. Secondary Counseling Master Plan – Goal 2
7. Technology Master Plan – Goal 4
8. Special Education Master Plan- Goal 1 & 2
9. Dual Immersion Master Plan (Not Board Approved) Goal 1
10. English Learner Master Plan- Goal 1

Plans to Update in 2022-2023:

1. Counseling Master Plan
2. Technology Master Plan
3. Dual Immersion Master Plan

4. Alternative Education Master Plan

Future Plans- new for 2022-2023:

1. Diversity, Equity, and Inclusion Master Plan

Current Status of Each District Master Plan:

Career Technical Education Master Plan- There are 23 goals in the current Career Technical Education Master Plan. Of those goals, 13 were met and showed progress; 2 were partially met; and, 7 were not met. The following is a list of accomplishments:

- Increase in dual enrollment course offerings, developing the medical pathway at both high schools, biotechnology for Burbank High School in the spring of 2022, and biotechnology for John Burroughs High School in the fall of 2022.
- Additional articulated courses
- Additional dual enrollment courses
- Expansion of Skills USA program
- Partnership with California Department of Education to offer the Arts Media and Entertainment Institute in June of 2022
- Increased participants in CTE programs

Gifted and Talented Education (GATE) Master Plan- The focus of the GATE Master Plan for the 2021-2022 school year was to maintain the identification process and to provide parent education. The district was able to test all students in third grade to identify students. Special attention was given to 4th grade students who were not able to be screened for GATE last year. Information was presented to parents on the following topics:

- Goal Setting for Students and Families
- Intensity and the Gifted
- Stress, Anxiety, and Perfectionism
- Differentiation and Cognitive Rigor
- Mindfulness and Thinking Traps; Identification Information for 3rd Grade Families and Interested Others
- Meeting for Families of Newly Identified Students
- Emotional Support Q and A
- College Admission Debrief and Information
- Open Q and A
- Getting Ready for Summer/Keeping Kids Engaged

Arts for All 3-Year Plan- The goal was to maintain music instruction for grades 4 and 5 in light of the budgetary cuts to the program. The district currently has two music teachers who provide music instruction. Both teachers are able to provide instruction in ukuleles and because of the generous donation from the Burbank Arts and Education Foundation, will begin ukulele instruction in the fall of 2022.

Alternative Education Master Plan- The Mission of the Alternative Education Master Plan is to provide students with multiple paths to graduation; including college and career readiness, flexible environments, and alternative settings. To that end, the district has continued work in the following areas:

- To reduce the number of referrals and suspensions
- To provide opportunities for English Learners to take initial credit summer school

- To provide and expand credit recovery for special education students
- To provide options for dual enrollment
- To explore Career Technical Education Credentials at the Alternative sites

Special Education Master Plan- The plan is in the process of being revised and will be presented to the Board of Education for approval.

Mental Health and Wellness Plan- The goal has been to provide more resources to schools to support students as they return to in-person learning. This has included work on the following items;

- Implementation of Brain Power at the elementary school level
- Increase allocation to the Family Service Agency of Burbank for school-based counseling.
- Ongoing support of the Care Centers at the high schools
- Administration of the Mental Health and Wellness Survey in spring of 2022
- PBIS focus on trauma-informed practices
- Support secondary pilots of different programs such as Wayfinders and Second Step
- Communicate resources available to students and families

Secondary Counseling Master Plan- The focus of the counseling departments has been to help families navigate the return to in-person learning and to explore other options such as Independent Study when appropriate. In addition, the counselors have been working on improving UC/CSU a-g qualified rates and referring students to additional counseling. The following action items from the Secondary Counseling Master Plan are addressed regularly:

- Academic support (individual and group meetings)
- Monitor grades and attendance
- Recommend Intervention options
- Facilitate registration, including summer school
- Presentations on graduation requirements and colleges/careers
- Attend IEPs
- Provide counseling referrals
- Present grade level lessons

Technology Master Plan- The focus of the Technology department has been to provide all students and staff with the technology (laptops, Chromebooks, hotspots) to move to distance learning. They have also worked to increase the efficiency of the internet service and to help identify and implement programs that best meet the needs of the district. An additional

Fiscal Impact:

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the Status of the District Master Plans, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

UPDATE ON THE STATUS OF THE DISTRICT MASTER PLANS

JUNE 2, 2022

CAREER TECHNICAL EDUCATION

- DUAL ENROLLMENT
- EXPAND PATHWAYS – BIOTECHNOLOGY
- INCREASE ARTICULATED COURSES
- EXPANSION OF SKILLS USA
- CDE PARTNERSHIP AME CAREER TECHNICAL STUDENT ORGANIZATIONS
- CDE PARTNERSHIP AME INSTITUTE IN JUNE 2022
- INCREASED PARTICIPANTS

GIFTED AND TALENTED EDUCATION

PARENT EDUCATION:

- GOAL SETTING
- INTENSITY
- STRESS, ANXIETY & PERFECTIONISM
- DIFFERENTIATION & COGNITIVE RIGOR
- MINDFULNESS AND THINKING TRAPS
- MEETING FOR NEWLY IDENTIFIED STUDENTS
- EMOTIONAL SUPPORT Q & A
- COLLEGE ADMISSIONS DEBRIEF AND INFORMATION
- OPEN Q & A
- GETTING READY FOR SUMMER/KEEPING KIDS ENGAGED

ARTS FOR ALL

The goal was to maintain music instruction for grades 4 & 5 in light of the budgetary cuts that eliminated music teacher positions.

The district currently supports two full-time music teachers with some additional extra hourly to cover some classes.

Because of the generous ukulele donation from the Burbank Arts and Education Foundation, the two music teachers will provide instruction in ukuleles at all of the elementary schools in 2022-2023.

SECONDARY COUNSELING

- ACADEMIC SUPPORTS (INDIVIDUAL AND GROUP);A-G
- MONITOR PROGRESS
- RECOMMEND INTERVENTIONS/CREDIT RECOVERY
- FACILITATE REGISTRATION
- CLASS PRESENTATIONS
- ATTEND IEPS
- PROVIDE COUNSELING REFERRALS
- PROVIDE GRADE LEVEL LESSONS

TECHNOLOGY/INSTRUCTIONAL TECHNOLOGY

- PROVIDE DEVICES AND CONNECTIVITY TO ALL STUDENTS AND STAFF
- SECURING INSTRUCTIONAL PROGRAMS/PLATFORMS
- PROVIDING PROFESSIONAL DEVELOPMENT; CREATING A WEBSITE FOR PROFESSIONAL DEVELOPMENT
- TEACHER SUPPORT (INDIVIDUAL AND GROUP)
- INDEPENDENT STUDY IMPLEMENTATION
- ACADEMIC GROWTH AND SUPPORT
- ATTENDANCE SYSTEMS

SPECIAL EDUCATION

- The plan is in the process of being revised and will be brought to a board of Education meeting in July, 2022.

DUAL IMMERSION

- The dual immersion plan is still in draft form. Work to update the plan will continue throughout the summer and early fall. The goal is to bring it back to the Board of Education in November for approval.

ENGLISH LEARNER

- TO PROPERLY TEST AND PLACE ALL ENGLISH LEARNERS
- TO PROVIDE ELS WITH THE PROPER SUPPORTS FOR LEARNING
- TO PROVIDE OPPORTUNITIES FOR EL STUDENTS TO EARN INITIAL CREDIT
- TO EXPAND OPPORTUNITIES TO RECOVER CREDIT

RECOMMENDATIONS FOR 2022-2023

- Counseling Master Plan
- Technology Master Plan
- Dual Immersion Master Plan
- Alternative Education Master Plan

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 2, 2022
SUBJECT:	Public Disclosure of the 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Background:
The Burbank Teachers Association and the District have tentatively agreed to a 2021-2022 Amendment to the Agreement. The Association and the District have agreed to the attached signed Articles. BTA has informed the District that the Association ratified this Tentative Agreement on May 13, 2022.

Discussion/Issues:
Sarah Niemann, Assistant Superintendent, Human Resources Services, will discuss the Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association. In accordance with the AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated Amendment to the Agreement does not negatively impact the District's financial condition.

The public will have an opportunity for input at a Public Hearing held prior to the Board of Education ratification vote. Pursuant to the public disclosure requirements of Government Code section 3547.5, the following is a summary of the signed Tentative Agreements and changes recommended to the previous Agreement and, where applicable, their additional costs to the District.

Fiscal Impact:
The financial implications to this Agreement are stated on the AB1200.

Recommendation:
The Board of Education will hold a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004) GC 3547.5 to allow the public an opportunity to comment regarding the 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association.

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Burbank Unified School District
Name of Bargaining Unit:	Burbank Teachers Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning: July 1, 2021 (date) and ending: June 30, 2022 (date)

The Governing Board will act upon this agreement on: June 2, 2022 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)			
	Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2021-22	Year 2 Increase/(Decrease) 2022-23	Year 3 Increase/(Decrease) 2023-24
1. **Salary Schedule** Including Step and Column	$ 64,247,623	$ 3,302,382		
		5.14%	0.00%	0.00%
2. **Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
Description of Other Compensation				
3. **Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 9,143,358	$ 735,439		
		8.04%	0.00%	0.00%
4. **Health/Welfare Plans**	$ 8,337,039	$ 95,760	$ 191,520	$ 287,280
		1.15%	2.27%	3.33%
5. **Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 81,728,020	$ 4,133,581	$ 191,520	$ 287,280
		5.06%	0.22%	0.33%
6. **Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	792.25			
7. **Total Compensation Average Cost per Bargaining Unit Employee**	$ 103,159	$ 5,218	$ 242	$ 363
		5.06%	0.22%	0.33%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The negotiated percentage change was an on schedule 5% compensation increase in year 1.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

N/A

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
    If yes, please describe the cap amount.

The cap was $12,000. It was re-negotiated and now the cap is $12,120. The following two years thereafter, the maximum annual employer contribution shall be increased by 1% over the maximum contribution from the

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Please see attached articles 9,11,13, 31, site schedule change waiver MOU, MOU Modification of Exhibit A-2 section 1, BTA president release time, COVID MOU and MOU class coverage by TOSAs

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Compensataion, Benefits and 2 additional articles can be re-opened each year unless parties mutually agree upon opening more

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund - Unrestricted and Restricted, Fund 11 and Fund 12

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

General Fund - Unrestricted and Restricted, Fund 11 and Fund 12

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Not a multi-year agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 145,662,245		$ -	$ 145,662,245
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 2,972,044		$ -	$ 2,972,044
Other Local Revenue	8600-8799	$ 2,056,020		$ -	$ 2,056,020
TOTAL REVENUES		$ 150,690,309		$ -	$ 150,690,309
EXPENDITURES					
Certificated Salaries	1000-1999	$ 56,167,664	$ 2,445,493		$ 58,613,157
Classified Salaries	2000-2999	$ 16,642,780			$ 16,642,780
Employee Benefits	3000-3999	$ 26,931,151	$ 640,372		$ 27,571,523
Books and Supplies	4000-4999	$ 4,511,044		$ -	$ 4,511,044
Services and Other Operating Expenditures	5000-5999	$ 10,714,534		$ -	$ 10,714,534
Capital Outlay	6000-6999	$ 101,334		$ -	$ 101,334
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086		$ -	$ 1,609,086
Transfers of Indirect Costs	7300-7399	$ (2,365,658)		$ -	$ (2,365,658)
TOTAL EXPENDITURES		$ 114,311,935	$ 3,085,865	$ -	$ 117,397,800
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ -	$ -	$ 354,062
Contributions	8980-8999	$ (27,030,511)	$ (576,532)	$ -	$ (27,607,043)
OPERATING SURPLUS (DEFICIT)*		$ 8,993,801	$ (3,662,397)	$ -	$ 5,331,404
BEGINNING FUND BALANCE	9791	$ 18,421,717			$ 18,421,717
Audit Adjustments/Other Restatements	9793/9795				$ -
ENDING FUND BALANCE		$ 27,415,518	$ (3,662,397)	$ -	$ 23,753,121
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780		$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ -	$ -	$ 23,653,061
Unassigned/Unappropriated Amount	9790	$ 3,662,397	$ (3,662,397)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 26,676,638		$ -	$ 26,676,638
Other State Revenue	8300-8599	$ 28,374,738		$ -	$ 28,374,738
Other Local Revenue	8600-8799	$ 6,072,856		$ -	$ 6,072,856
TOTAL REVENUES		$ 61,124,232		$ -	$ 61,124,232
EXPENDITURES					
Certificated Salaries	1000-1999	$ 19,933,871	$ 797,502	$ -	$ 20,731,373
Classified Salaries	2000-2999	$ 13,768,416		$ -	$ 13,768,416
Employee Benefits	3000-3999	$ 12,769,947	$ 177,603	$ -	$ 12,947,550
Books and Supplies	4000-4999	$ 17,762,627		$ -	$ 17,762,627
Services and Other Operating Expenditures	5000-5999	$ 21,996,075		$ -	$ 21,996,075
Capital Outlay	6000-6999	$ 1,012,354		$ -	$ 1,012,354
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,052,542		$ -	$ 1,052,542
Transfers of Indirect Costs	7300-7399	$ 1,853,793		$ -	$ 1,853,793
TOTAL EXPENDITURES		$ 90,149,625	$ 975,105	$ -	$ 91,124,730
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ 27,030,511	$ 576,532	$ -	$ 27,607,043
OPERATING SURPLUS (DEFICIT)*		$ (1,994,882)	$ (398,573)	$ -	$ (2,393,455)
BEGINNING FUND BALANCE	9791	$ 9,899,360			$ 9,899,360
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 7,904,478	$ (398,573)	$ -	$ 7,505,905
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 7,505,905	$ -	$ -	$ 7,505,905
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 398,573	$ (398,573)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 145,662,245		$ -	$ 145,662,245
Federal Revenue	8100-8299	$ 26,676,638		$ -	$ 26,676,638
Other State Revenue	8300-8599	$ 31,346,782		$ -	$ 31,346,782
Other Local Revenue	8600-8799	$ 8,128,876		$ -	$ 8,128,876
TOTAL REVENUES		$ 211,814,541		$ -	$ 211,814,541
EXPENDITURES					
Certificated Salaries	1000-1999	$ 76,101,535	$ 3,242,995	$ -	$ 79,344,530
Classified Salaries	2000-2999	$ 30,411,196	$ -	$ -	$ 30,411,196
Employee Benefits	3000-3999	$ 39,701,098	$ 817,975	$ -	$ 40,519,073
Books and Supplies	4000-4999	$ 22,273,671		$ -	$ 22,273,671
Services and Other Operating Expenditures	5000-5999	$ 32,710,609		$ -	$ 32,710,609
Capital Outlay	6000-6999	$ 1,113,688		$ -	$ 1,113,688
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 2,661,628		$ -	$ 2,661,628
Transfers of Indirect Costs	7300-7399	$ (511,865)		$ -	$ (511,865)
TOTAL EXPENDITURES		$ 204,461,560	$ 4,060,970	$ -	$ 208,522,530
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ -	$ -	$ 354,062
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 6,998,919	$ (4,060,970)	$ -	$ 2,937,949
BEGINNING FUND BALANCE	9791	$ 28,321,077			$ 28,321,077
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 35,319,996	$ (4,060,970)	$ -	$ 31,259,026
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740	$ 7,505,905	$ -	$ -	$ 7,505,905
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ -	$ -	$ 23,653,061
Unassigned/Unappropriated Amount	9790	$ 4,060,970	$ (4,060,970)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 268,139		$ -	$ 268,139
Other State Revenue	8300-8599	$ 3,891,484		$ -	$ 3,891,484
Other Local Revenue	8600-8799	$ 165,912		$ -	$ 165,912
TOTAL REVENUES		$ 4,325,535		$ -	$ 4,325,535
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,540,993	$ 14,558	$ -	$ 1,555,551
Classified Salaries	2000-2999	$ 588,980	$ -	$ -	$ 588,980
Employee Benefits	3000-3999	$ 737,834	$ 3,242	$ -	$ 741,076
Books and Supplies	4000-4999	$ 308,586		$ -	$ 308,586
Services and Other Operating Expenditures	5000-5999	$ 190,750		$ -	$ 190,750
Capital Outlay	6000-6999	$ 95,400		$ -	$ 95,400
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 160,287		$ -	$ 160,287
TOTAL EXPENDITURES		$ 3,622,830	$ 17,800	$ -	$ 3,640,630
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 702,705	$ (17,800)	$ -	$ 684,905
BEGINNING FUND BALANCE	9791	$ 3,219,530			$ 3,219,530
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,922,235	$ (17,800)	$ -	$ 3,904,435
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 1,341,350	$ -	$ -	$ 1,341,350
Committed	9750-9760	$ 2,563,085	$ -	$ -	$ 2,563,085
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 17,800	$ (17,800)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 261,523		$ -	$ 261,523
Other State Revenue	8300-8599	$ 694,523		$ -	$ 694,523
Other Local Revenue	8600-8799	$ 2,715,201		$ -	$ 2,715,201
TOTAL REVENUES		$ 3,671,247		$ -	$ 3,671,247
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,209,903	$ 44,828	$ -	$ 1,254,731
Classified Salaries	2000-2999	$ 1,015,096	$ -	$ -	$ 1,015,096
Employee Benefits	3000-3999	$ 991,873	$ 9,983	$ -	$ 1,001,856
Books and Supplies	4000-4999	$ 184,874		$ -	$ 184,874
Services and Other Operating Expenditures	5000-5999	$ (104,866)		$ -	$ (104,866)
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 205,817		$ -	$ 205,817
TOTAL EXPENDITURES		$ 3,502,697	$ 54,811	$ -	$ 3,557,508
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 354,062	$ -	$ -	$ 354,062
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 522,612	$ (54,811)	$ -	$ 467,801
BEGINNING FUND BALANCE	9791	$ 137,207			$ 137,207
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 659,819	$ (54,811)	$ -	$ 605,008
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 605,008	$ -	$ -	$ 605,008
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 54,811	$ (54,811)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:
Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Burbank Unified School District
Burbank Teachers Association

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4g: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4h: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Additional Comments:

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Burbank Teachers Association

	Object Code	2021-22 Total Revised Budget After Settlement	2022-23 First Subsequent Year After Settlement	2023-24 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 145,662,245	$ 147,150,894	$ 149,248,159
Federal Revenue	8100-8299	$ -	$ -	$ -
Other State Revenue	8300-8599	$ 2,972,044	$ 3,059,359	$ 3,047,392
Other Local Revenue	8600-8799	$ 2,056,020	$ 257,987	$ 257,987
TOTAL REVENUES		$ 150,690,309	$ 150,468,240	$ 152,553,538
EXPENDITURES				
Certificated Salaries	1000-1999	$ 58,613,157	$ 64,018,687	$ 68,395,576
Classified Salaries	2000-2999	$ 16,642,780	$ 16,885,414	$ 17,036,380
Employee Benefits	3000-3999	$ 27,571,523	$ 31,115,120	$ 32,540,870
Books and Supplies	4000-4999	$ 4,511,044	$ 2,183,327	$ 2,066,643
Services and Other Operating Expenditures	5000-5999	$ 10,714,534	$ 9,348,148	$ 9,369,235
Capital Outlay	6000-6999	$ 101,334	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086	$ 1,680,086	$ 1,751,086
Transfers of Indirect Costs	7300-7399	$ (2,365,658)	$ (1,215,117)	$ (1,162,666)
Other Adjustments				$ (4,500,000)
TOTAL EXPENDITURES		$ 117,397,800	$ 124,015,663	$ 125,497,123
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ 150,000	$ 150,000
Contributions	8980-8999	$ (27,607,043)	$ (31,261,487)	$ (32,937,372)
OPERATING SURPLUS (DEFICIT)*		$ 5,331,404	$ (4,958,910)	$ (6,030,957)
BEGINNING FUND BALANCE	9791	$ 18,421,717	$ 23,753,121	$ 18,794,211
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 23,753,121	$ 18,794,211	$ 12,763,254
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ -	$ 7,634,329	$ 7,253,518
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ 11,059,822	$ 5,409,676
Unassigned/Unappropriated Amount	9790	$ -	$ (0)	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: Burbank Teachers Association

	Object Code	2021-22 Total Revised Budget After Settlement	2022-23 First Subsequent Year After Settlement	2023-24 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 26,676,638	$ 5,862,240	$ 5,862,240
Other State Revenue	8300-8599	$ 28,374,738	$ 13,692,263	$ 14,032,960
Other Local Revenue	8600-8799	$ 6,072,856	$ 1,952,867	$ 1,952,867
TOTAL REVENUES		$ 61,124,232	$ 21,507,370	$ 21,848,067
EXPENDITURES				
Certificated Salaries	1000-1999	$ 20,731,373	$ 16,252,464	$ 14,664,011
Classified Salaries	2000-2999	$ 13,768,416	$ 11,485,708	$ 11,566,825
Employee Benefits	3000-3999	$ 12,947,550	$ 11,530,890	$ 11,382,843
Books and Supplies	4000-4999	$ 17,762,627	$ 5,596,507	$ 2,643,181
Services and Other Operating Expenditures	5000-5999	$ 21,996,075	$ 13,653,398	$ 12,825,237
Capital Outlay	6000-6999	$ 1,012,354	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,052,542	$ 1,052,542	$ 1,052,542
Transfers of Indirect Costs	7300-7399	$ 1,853,793	$ 703,252	$ 650,802
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 91,124,730	$ 60,274,761	$ 54,785,442
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 27,607,043	$ 31,261,487	$ 32,937,374
OPERATING SURPLUS (DEFICIT)*		$ (2,393,455)	$ (7,505,905)	$ (0)
BEGINNING FUND BALANCE	9791	$ 9,899,360	$ 7,505,905	$ 0
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 7,505,905	$ 0	$ 0
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 7,505,905	$ -	$ -
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ 0	$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Burbank Teachers Association

	Object Code	2021-22 Total Revised Budget After Settlement	2022-23 First Subsequent Year After Settlement	2023-24 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 145,662,245	$ 147,150,894	$ 149,248,159
Federal Revenue	8100-8299	$ 26,676,638	$ 5,862,240	$ 5,862,240
Other State Revenue	8300-8599	$ 31,346,782	$ 16,751,622	$ 17,080,352
Other Local Revenue	8600-8799	$ 8,128,876	$ 2,210,854	$ 2,210,854
TOTAL REVENUES		$ 211,814,541	$ 171,975,610	$ 174,401,605
EXPENDITURES				
Certificated Salaries	1000-1999	$ 79,344,530	$ 80,271,150	$ 83,059,587
Classified Salaries	2000-2999	$ 30,411,196	$ 28,371,122	$ 28,603,204
Employee Benefits	3000-3999	$ 40,519,073	$ 42,646,010	$ 43,923,713
Books and Supplies	4000-4999	$ 22,273,671	$ 7,779,834	$ 4,709,824
Services and Other Operating Expenditures	5000-5999	$ 32,710,609	$ 23,001,546	$ 22,194,472
Capital Outlay	6000-6999	$ 1,113,688	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 2,661,628	$ 2,732,628	$ 2,803,628
Transfers of Indirect Costs	7300-7399	$ (511,865)	$ (511,865)	$ (511,864)
Other Adjustments			$ -	$ (4,500,000)
TOTAL EXPENDITURES		$ 208,522,530	$ 184,290,425	$ 180,282,565
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ 150,000	$ 150,000
Contributions	8980-8999	$ -	$ -	$ 2
OPERATING SURPLUS (DEFICIT)*		$ 2,937,949	$ (12,464,815)	$ (6,030,957)
BEGINNING FUND BALANCE	9791	$ 28,321,077	$ 31,259,026	$ 18,794,211
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 31,259,026	$ 18,794,211	$ 12,763,254
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740	$ 7,505,905	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ -	$ 7,634,329	$ 7,253,518
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ 11,059,822	$ 5,409,676
Unassigned/Unappropriated Amount	9790	$ -	$ 0	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Burbank Unified School District
Burbank Teachers Association

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 208,876,592	$ 184,440,425	$ 180,432,565
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 208,876,592	$ 184,440,425	$ 180,432,565
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 6,266,298	$ 5,533,213	$ 5,412,977

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 23,653,061	$ 11,059,822	$ 5,409,676
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ (0)	$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 23,653,061	$ 11,059,822	$ 5,409,676
f.	Reserve for Economic Uncertainties Percentage	11.32%	6.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2021-22	Yes	X	No	
2022-23	Yes	X	No	
2023-24	Yes	X	No	

4. If no, how do you plan to restore your reserves?

5. **Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	4,133,581
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(4,060,970)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	(17,800)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	(54,811)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(4,133,581)
	Variance	$ -

Variance Explanation:

6. **Will this agreement create or increase deficit financing in the current or subsequent years?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$ 6,998,919	3.4%	
Current FY Surplus/(Deficit) after settlement(s)?	$ 2,937,949	1.4%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (12,464,815)	(6.8%)	Special Education & STRS/PERS
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (6,030,957)	(3.3%)	Special Education & STRS/PERS

Deficit Reduction Plan (as necessary):
We will continue to monitor and review Special Education costs, our declining enrollment and STRS & PERS increases each year. We have a plan in place that, depending on the governors budget and trailer bills, will be implemented.

7. **Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	$ -	
1st Subsequent FY Restricted, Page 5b	$ -	
2nd Subsequent FY Unrestricted, Page 5a	$ (4,500,000)	
2nd Subsequent FY Restricted, Page 5b	$ -	

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the _____ District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from _____ to _____.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 4,133,581
Ending Balance(s) Increase/(Decrease)	$ (4,133,581)

Subsequent Years

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ -
Ending Balance(s) Increase/(Decrease)	$ -

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

✓ I hereby certify ____ I am unable to certify

_____ 5/17/22

District Superintendent **Date**

(Signature)

✓ I hereby certify ____ I am unable to certify

_____ 5/17/22

Chief Business Official **Date**

(Signature)

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Burbank Unified School District
Burbank Teachers Association

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Please see attached MYP and narrative from second interim 2021-22 detailing assumptions and showing the set aside for BTA 5% and health and welfare increase

Concerns regarding affordability of agreement in subsequent years (if any):

K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Burbank Unified School District
District Name

District Superintendent
(Signature)

Date

Alyssa Low Director of Fiscal Services
Contact Person

818-729-4450
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 2, 2022 took action to approve the proposed agreement with the Burbank Teachers Assocation Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

MEMORADNUM OF UNDERSTANDING
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION
REGARDING SUMMER SCHOOL OF 2022
March 11, 2022

The Burbank Unified School District (District) and the Burbank Teachers Association (Association) jointly known as the Parties (Parties) enter into this Memorandum of Understanding (MOU) regarding a stipend as it pertains to the need for a larger summer school program due to Learning Loss.

The provisions of this MOU shall be in addition to the compensation already outlined in the Collective Bargaining Agreement.

1. Summer School Learning Loss Stipend:

The Parties understand the need to operate a large-scale summer school program due to increased demand for credit recovery and the need to maintain small class sizes due to health regulations. The Parties agree to a pay any teacher who is selected to teach summer school a Learning Loss Stipend of one-thousand, five hundred dollars ($1,500) in a one-time payment in additional to their summer school rate. This stipend shall be paid at the end of the summer school term.

The stipend agreed upon in this MOU is strictly related to challenges created by COVID and are not precedent setting for future stipends.

FOR THE ASSOCIATION: 3/4/22
3-11-22

FOR THE DISTRICT: 3/11/22

Tentative Agreement Between
Burbank Teachers Association
And the
Burbank Unified School District

This agreement is meant to standardize procedures and ensure significant support for potential full year, daily bell schedule and master schedule site schedule changes. Any BTA member working full time at a Burbank Unified School District (BUSD) site may apply to the Burbank Teachers Association for a site schedule change waiver(s) to the existing Collective Bargaining Agreement (CBA).

Procedure

1. Any BTA member may submit a Waiver Proposal after approval from site and district administrators. In addition, a site administrator may submit a proposal for BTA to review.
2. BTA Site reps shall schedule a meeting date with all site bargaining unit members to discuss the application for proposed change to a schedule. The waiver must be submitted by the middle of February to the site and BTA. This meeting will take place by the end of February. The voting will take place by April 1.
    a. Site reps will inform the BTA Executive Board so that Site reps or their designee shall attend such a meeting.
    b. Due to privacy considerations, BTA will have the opportunity to meet with members one time without administrators present.
3. At least three work weeks prior to the site vote, all BTA members at said site shall be given a copy of the proposal or can go to the BTA website to see a copy of the waiver and there shall be a separate vote on the proposed schedule through Simply Voting or other secure online system chosen by BTA.
4. Administrators shall schedule meetings with CSEA members and parents to discuss the application for proposed changes to the schedule. These meetings will take place by the end of February. Site administrators will survey CSEA and parents. The survey will take place no later than March 7.
5. The elections chair will conduct a secret ballot election among all BTA members at the worksite online through Simply Voting or other secure online system chosen by BTA. For proposals that contain multiple changes to the schedule that each serve a fundamentally different purpose, each schedule change must be voted on separately. Only the changes that receive the necessary number of yes votes will take effect. The results of the vote must be provided to site administration no later than one (1) school day after the voting window ends.
6. A minimum of sixty-six per cent (66%) approval or vote of yes of the total BTA membership at the site is required to pass the proposal. Less than 66% voids the application for a proposed change in schedule. If a member is on a leave, they have a right to vote on the MOU. If a member on leave chooses not to vote, then they are not counted in the vote total.
7. All waivers shall be for one (1) school year. Using the same voting method, sites will vote yearly on continuing the schedule change. The schedule change MOU will be

mailed to BTA and the elections chair at least two weeks prior to April 1st in order to schedule a vote by April 1st. After the completion of the third year, using the same voting procedures, the site will vote to keep the schedule permanent or to revert back to their original schedule.

8. Any such proposal is subject to approval of both the BTA Executive Board and BUSD Board of Education before taking effect. Schedule changes shall be presented to the Board no later than the first board meeting in May.
9. For any waiver proposals effective the 2022-2023 school year, timeline extensions for the waiver process may be granted by mutual agreement between BTA and the District.
10. This MOU will remain in effect until June 30, 2023

For BTA

3/11/22

3-11-22

For the District

3/11/22

Tentative Agreement

between

Burbank Teachers Association

and

Burbank Unified School District

February 25, 2022

ARTICLE 7: WAGES

7.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A-1 through H as included in the APPENDICES of this Agreement, in accordance with the rules and regulations for the implementation of such salary schedules, wages, and pay rates as also set forth in said attached EXHIBITS A-1 through H.

7.2 **Effective retroactive to July 1, ~~2018~~ 2021, the following salary schedules shall receive a 5.0% increase.**

- A-1 Certificated Bargaining Unit
- A-1NC Non-credentialed Certificated Bargaining Unit
- A-1R Retired Certificated Bargaining Unit Members
- B-1 Children's Center Teachers Monthly
- C Coaching Services
- D-1 Adult Education Certificated Hourly Program Coordinator
- D-3 Adult Education Resource teacher and Evening Program Coordinator
- E Regional Occupational Program Hourly
- F Miscellaneous Hourly Rate
- G Extra Compensation for Co/Extracurricular Activities
- H Certificated Pay Schedule for Hourly or Special Assignment

7.3 For unit members employed on or after July 1, 2005, Columns I and II of Schedules A-1 and A-1-NC are truncated at step 5, and Column III is truncated at step 10. Advancement below the truncation is available only to unit members hired before July 1, 2005.

7.4 Notwithstanding any law to the contrary, retroactive checks shall be issued to unit members no later than sixty (60) days of ratification of this agreement.

7.5 Effective July 1, 2019, counselors shall be on the same pay schedule as the rest of the bargaining unit. This transition shall not result in a loss of pay and shall not impact STRS retirement credit.

FOR THE ASSOCIATION:

Date: 2/25/22

FOR THE DISTRICT:

Date: 2/25/22

Tentative Agreement

between

Burbank Teachers Association

and

Burbank Unified School District

February 25, 2022

ARTICLE 8: HEALTH AND WELFARE BENEFITS

8.1 Unit members shall be eligible for the health and welfare benefits herein described in accordance with the following provisions:

8.1.1 Effective January 1, ~~2014~~ 2022, the District shall contribute up to ~~$11,000~~ $12,120 per plan year ["District Contribution"] toward the cost of medical benefits for full time TK-12 unit members, full time Children's Centers instructors, and all job-sharing, bargaining-unit members whose partner waives his/her right to District-paid contributions, pursuant to Article 28.1.3.6. **Commencing January 1, 2023,** and ~~each year~~ the following two years **thereafter, the maximum annual employer contribution shall be increased by 1% over the maximum contribution from the previous year.**

~~8.1.1.1 Effective July 1, 2016 or upon ratification of the Agreement, whichever comes later; the above annual maximum contribution shall be increased by $500. Effective January 1, 2017, the above annual maximum contribution shall be increased by an additional $500, which will increase the above annual maximum contribution to $12,000.~~

8.1.1.2 An active unit member whose spouse is also an employee of the District, and eligible to receive a District contribution toward medical insurance, may combine benefit contributions to purchase any PERS medical insurance plan provided that only one employee is identified as the subscriber and the District contribution for each individual employee does not exceed the premium for such medical insurance plan.

8.1.2 Payments for medical benefits by the District shall be prorated for part-time employees, other than hourly.

8.1.3 Adult School and ROP Teachers

Adult school and ROP teachers who are employed and working:

(a) less than twelve (12) hours per week as of the first full week in October and the first full week in March in a contract year are not eligible for medical benefits.

(b) twelve (12) or more hours per week but less than twenty (20) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.

(c) twenty (20) or more hours per week but less than thirty (30) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for seventy-five percent (75%) of the District Contribution toward medical benefits.

(d) thirty (30) or more hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for one hundred percent (100%) of the District Contribution toward medical benefits.

8.1.4 Home teachers shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.

8.2 A member of the bargaining unit who attains age 55 and retires from active service under the State Teachers' Retirement System or Public Employees' Retirement System provisions may continue on the District's health plan until age 65. To be eligible for coverage, a member of the bargaining unit must have completed not less than fifteen (15) years of continuous service in the District, and must retire from active service in the District.

For retirees who meet the restrictions and eligibility requirements as set forth in the paragraph above, the District shall pay one hundred percent (100%) of the contribution currently being paid for employee only, medical insurance only. Coverage is subject to the conditions and provisions of the District's insurance program and is limited to group medical plans.

8.2.1 After exhaustion of retiree health benefits under Article 8.2, and for retirees who do not qualify for benefits under Article 8.2, the retirees desiring to purchase medical benefits may do so by paying to the District, or any third party designated by the District, the full cost of such benefits in accordance with District procedures.

8.3 During the term of this Agreement, and pending a conclusion of negotiations on any successor Agreement, if the District expands its current participation in self-funded program(s) to include life or medical protection, such expansion shall not result in any benefit modification or increase in employee contribution unless otherwise negotiated by the parties.

8.4 DENTAL, VISION, LIFE, AND EMPLOYEE ASSISTANCE
For full time unit members, the District shall contribute the full cost of employee only Dental, Vision, Life, and Employee Assistance. The District contribution for these benefits shall be prorated for eligible part-time employees consistent with Articles 8.1.2, 8.1.3, and 8.1.4.

8.5 PRE-TAX EARNINGS

Employee contributions for benefits provided for as per Section 125 (Flexible Benefits) of the IRS Code are to be paid at employee's option with pre-tax earnings. Employee selection of this option shall be made available during the open enrollment period.

8.6 The District shall provide eligible unit members with an opportunity to enroll in available group health, dental, vision, and life insurance programs as shown in Exhibit I.

8.7 It is agreed and understood that unit members on unpaid leave may continue to participate in any of the health and welfare benefits plans available to them throughout the District by making prompt payments for said benefits to the District for transmittal to the benefits carriers, but only to the extent that the benefit carriers for the District approve and permit such participation by unpaid leave status employees of this District.

8.8 DOMESTIC PARTNERS

Effective January 1, 2004, the term "spouse" for the purposes of dependent health and welfare benefit coverage shall include "domestic partners" under the following conditions:

1. The two partners shall have registered their domestic partnership by the filing of a Declaration of Domestic Partnership with the Secretary of State of the state of California;
2. A copy of the Declaration of Domestic Partnership bearing the acknowledgment of receipt by the Secretary of State shall be presented to the District within thirty (30) days of registration with the Secretary of State and/or during open enrollment.
3. Within thirty (30) days of the termination of the domestic partnership in accordance with section 299 of the Family Code, the unit member shall notify the District of such termination in which case coverage for the former domestic partner shall cease on the last day of the month during which the District is notified of such termination.

FOR THE ASSOCIATION:

Date: 2/25/22

FOR THE DISTRICT:

Date: 2/25/22

TENTATIVE AGREEMENT
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION

ARTICLE 9: HOURS OF EMPLOYMENT

9.1 Purpose

9.1.1 A major purpose of the Article is to allow the District to take full advantage of the incentives contained in Education Code Sections 46200 through 46203 added by SB 813 (1983), Chapter 498 of the Statutes of 1983. The District may take action to ensure that it can provide in any year the minimum number of days and instructional minutes to take full advantage of the incentives in these statutes. The parties also understand and agree that Chapter 498 of the Statutes of 1983 has amended Education Code Sections 46142, 46144, 46145, and 46147. It is the intent of the District and the Association to comply fully with Education Code Sections 46141 through 46147. It also is the intent of the parties to offer no less instructional time in any year than the amount of instructional time fixed for the 1982-83 school year (Education Code 46202).

9.2 Instructional Days

9.2.1 There will be a total of 180 instructional days at all instructional levels in the regular TK-12 program of the District. The total number of workdays, instructional and non-instructional, in the regular work year for the full-time employees in this bargaining unit, except Children's Centers teachers, shall be 187 days. See Exhibits J-1 and J-3.

9.2.2 The work year for high school counselors, including the continuation high school counselor, shall be fifteen (15) days in addition to the regular work year. The work year for middle school counselors shall be six (6) days in addition to the regular work year. The number of work days for counselors may be increased by mutual agreement of the District and the Association. The work year for the head nurse shall be four (4) days in addition to the regular work year.

9.2.3 Nurses may be requested to work during pre-registration days at the discretion of the District.

9.3 Instructional Minutes

9.3.1 The District has exclusive discretion to schedule a beginning and ending of the instructional day consistent with provisions of this Article.

9.3.2 The normal regularly assigned on-site hours for elementary (TK-5) full-time classroom teachers, special teachers, and long-term substitutes shall be from 8:00 a.m. to 3:00 p.m. and shall include a forty-three (43) minute duty-free lunch period, with the exception that the normal regularly assigned on-site duty hours for Kindergarten teachers in an a.m./p.m. configuration shall be scheduled within the hours of 7:00 a.m. to 4:00 p.m. in consensus with the teacher partner. The schedule shall be submitted to the site principal.

There shall be no fewer than 18,382 instructional minutes per year at the Extended Transitional Kindergarten level. There shall be no fewer than 46,260 instructional minutes per year at the Transitional Kindergarten level. There shall be no fewer than 36,360 instructional minutes per year at the Kindergarten level.504

For grades 1-2 with divided opening, there shall be no fewer than 48,264 instructional minutes per student and no fewer than 55,914 total teacher contact minutes encompassing both early and late student groups. For grades **1-2**3 without divided opening, there shall be no fewer than 51,060 instructional minutes per student. There shall be no fewer than 54,410 minutes for grades ~~3~~**4-5**. The School Site Council shall, by May 1st of each year, determine the school schedule preference for the following school year from the list of options in Exhibit K-1 subject to the following conditions: a) schools that operate under Option 1 of Exhibit K-1 may select Option 2 of Exhibit K-1 and retain for one (1) year the right to return to Option 1 of Exhibit K-1 for the subsequent school year, or b) schools that operate under Option 2 of Exhibit K-1 may not select Option 1 of Exhibit K-1 without the prior approval of the Board of Education. Exhibit K-1 includes the number of required instructional minutes for grades 1-2**3**dependent upon the site option selected.

9.3.2.1 There shall be shortened day schedules on every Tuesday. Fourteen (14) shortened days each year shall be designated as elementary planning days on which there shall be no District or site meetings at which attendance by elementary teachers is required. **Three (3) of those fourteen (14) Tuesdays will be scheduled on the Tuesdays before report cards are due.** Up to four (4) of the fourteen (14) days may be scheduled for meetings, as needed, by mutual agreement of site administration and site faculty. In no event shall there be fewer than ten (10) shortened days for independent planning. The site administration, in collaboration with the site certificated staff, shall determine the dates, content, and schedule of these days.

9.3.2.2 At grades 1-2 with divided opening, a regular instructional day shall be no fewer than 282 minutes, a shortened instructional day shall be

no fewer than 270 instructional minutes, and a minimum instructional day shall be no fewer than 230 instructional minutes.

9.3.2.3 At grades **1-~~2~~3** without divided opening, a regular instructional day shall be no fewer than 292 minutes, a shortened instructional day shall be no fewer than 270 instructional minutes, and a minimum instructional day shall be no fewer than 230 instructional minutes.

9.3.2.4 At grades ~~3~~, 4 and 5 a regular instructional day shall be no fewer than 317 minutes, a shortened instructional day shall be no fewer than 270 minutes, and a minimum instructional day shall be no fewer than 240 minutes.

9.3.3 The normal regularly assigned on-site hours for middle school (grades 6-8) full-time classroom teachers, special teachers, and long term substitutes shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. There shall be no fewer than 63,525 instructional minutes per year for grades 6-8. See Exhibit K-2.

9.3.3.1 Subject to approval by the District and the Association, all three middle schools shall be dismissed each Tuesday at 2:15 p.m. for staff collaboration and articulation. Teachers shall have a minimum of three (3) Tuesdays per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by middle school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration in collaboration with department chairs, shall determine the dates, content, and schedule of these days. In addition, if there is mutual agreement between the site administration, faculty chairperson and department chairs, additional independent planning days in lieu of meeting days may be added on an annual basis.

9.3.4 The normal regularly assigned on-site hours for high school (grades 9-12) full-time classroom teachers, special teachers, and long-term substitutes shall be from ~~**7:50**~~ 8:20 a.m. to ~~**3:00**~~ 30 p.m. and shall include a forty (40) minute duty-free lunch period. For high school teachers who teach a " zero period" class, normal regularly assigned on-site duty shall be ~~**6:50**~~ 7:20 a.m. to 2:~~**00**~~30 p.m. There shall be no fewer than 65,400 instructional minutes per year for grades 9-12. See Exhibit K-3. In the two comprehensive high schools, there shall be a practice of three (3) minimum days at the end of each semester for the purpose of administering final exams.

9.3.4.1 To allow for pupil-free staff development, staff collaboration, and articulation at the high school level, an alternative schedule may be

utilized for up to fifteen (15) days during the year. Teachers shall have a minimum of two (2) days per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by high school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration, in collaboration with department chairs, shall determine the dates, content, and schedule of these days. If a special schedule is enacted, there shall be no fewer than 65,400 instructional minutes per year for grades 9-12. In addition, if there is mutual agreement between site administration, faculty chairperson and department chairs, additional independent planning days in lieu of meetings may be added on an annual basis.

9.3.5 Each school site may develop alternative opening and closing times, consistent with the total duty hours and instructional minutes set forth herein, subject to approval by the District and the Association. Approval by the Association shall be contingent upon a majority vote by the entire faculty through the use of a secret ballot. The District, within its discretion, may adjust class schedules and remaining employee time within the duty hours described in Section 9.3.

9.4 Assignments for Middle School and High School

9.4.1 The normal classroom assignment for middle school and high school employees, within the hours of employment specified in this Article, shall consist of five instructional periods and one preparation period.

9.4.2 If the District determines there is a need, middle school and high school teachers may volunteer for regularly assigned on-site duty hours different from those specified in this Article without additional compensation provided such assignment does not exceed the total number of on-site duty hours or instructional minutes as specified in this Article.

9.4.3 When a need is deemed to exist by a middle school or high school principal for an employee to have six instructional periods and one preparation period, and such need is approved by the District, employees may be given the opportunity to volunteer for the additional class periods which may be scheduled before, during, or after the normal school day.

9.4.3.1 If more than one person volunteers, assignment will be made according to the following criteria in priority order:

(1) Possession of appropriate credentials and other state and federal accountability mandates

(2) Evidence of successful teaching experience at the grade level(s) and/or in the subject(s) applied for,

(3) Order of seniority of employment with the District.

9.4.3.2 Compensation for this additional period shall be one fifth (1/5) of the employee's daily rate.

9.4.3.3 It is the intent of this section to provide the principal with flexibility in class offerings and staffing.

9.4.4 For middle school and high school teachers with other than a regular full-time assignment, compensation, conference periods, and prorated benefits as referred to in Article 8.1.4 shall be determined as follows:

Number of Teaching Time Assignments and	Portion of Required Conference Period	% of Full-Assignment Compensation
1	1/5	20%
2	2/5	40%
3	3/5	60%
4	4/5	80%
5	1	100%
6	1 1/5	120%

9.4.4.1 With exception of the additional one-fifth (1/5) conference period of unit members who have a six period teaching assignment, all conference periods shall be taken within on-site duty time. The additional one-fifth (1/5) conference period shall be defined by the unit member with the approval of the principal.

9.4.4.2 Unit members having less than a full-time assignment and unit members teaching an additional class period may accumulate the additional preparation time for one preparation period weekly with the approval of the principal.

9.4.5 The District shall schedule a minimum of two certificated employees, one of whom shall be a site administrator, on-site during the hours of these additional class periods which may be scheduled before, during, or after the normal school day.

9.5 Extended Year: Magnolia Park School

9.5.1 Certificated employees who work at Magnolia Park School may be asked to work an extended school year in addition to the regular work year.

9.5.2 If federal and/or state laws regulating special education services require a change in employee hours, the District shall meet with the Association prior to implementing any change in employee hours.

9.5.3 The daily rate of pay for certificated unit members in the at Magnolia Park School extended session shall be at the same daily rate earned during the regular school year.

9.5.4 The number of work days in the extended session shall be determined by the District.

9.5.5 The selection of extended Magnolia Park School year teachers shall be at the discretion of the District subject to the following procedures:

(a) Positions shall first be offered to persons who hold the positions during the regular school year.

(b) Openings for extended session positions shall be posted at all worksites where certificated employees of the District are assigned.

(c) Permanent and probationary District employees will be considered for extended session positions before other candidates are considered.

(d) The District shall use the following criteria in priority order for selection from among extended session candidates:

(1) Possession of appropriate credentials.

(2) Evidence of successful teaching experience in applicable subjects and/or grade levels, with students who have special needs, is preferred.

(3) Order of seniority of employment with the District.

9.5.6 Certificated employees who work the extended year at Magnolia Park School shall earn sick leave credit in accordance with Article 13 - Leaves, and shall follow procedures outlined in Article 13 regarding leaves of absence. Sick leave earned during the extended session shall be accrued to the regular school year.

9.6 Children's Centers and Around the Bell

9.6.1 The regular work year for a 12 month Children's Centers teachers shall be 246 days, or no less than minimum number of days determined in the State Department of Education Child Development Division Contract. The regular work year for 9.5 month Around the Bell teachers shall be 193 days.

The 9.5 month Around the Bell teacher shall report to work one day before school starts. Vacation days for Children's Centers teachers are included. However, Children's Center teachers may be employed for less than 246 days, but shall be considered to be full-time for the purpose of this Article; compensation shall be based upon the number of months, or parts thereof, for which the teacher is required to work.

9.6.2 Unit members assigned to Children's Centers shall be employed for a maximum of forty (40) hours per week during the Centers' normal hours of operation, 7:00 a.m. to 6:00 p.m. In calendar years when December 24th and 31st fall on a week day, the Children's Centers shall be closed approximately one hour early. Actual hours of assignment shall be determined by the Coordinator of Child Development Programs.

9.6.2.1 Unit members who are on duty at least six (6) hours per day in the Children's Centers shall have a forty five (45) minute duty-free lunch period.

9.6.2.2 When the Coordinator requires a unit member assigned to the Children's Centers to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall receive compensation at one and one-half times the hourly equivalent of their regular salary rate. Children's Center teachers whose regular assignment is less than forty (40) hours per week shall be paid at the hourly equivalent of their regular rate of pay if the Coordinator requires them to work beyond their regularly scheduled hours, up to eight hours per day or forty hours per week, including attendance at Open House.

9.6.2.3 One-half hour preparation time is provided for Children's Center and State Funded Program unit members.

9.7 FACTS Program

9.7.1 The FACTS Teachers will attend to the students from 8:00 a.m. or when the bus arrives, until 2:00 p.m., or until they are safely on the bus. At the time when the students are gone, the FACTS teachers will be free to take a duty-free lunch. Their workday ends at 3:00 p.m.

9.8 Independent Learning Academy

9.8.1 Work day shall be seven (7) hours with a forty (40) minute duty free lunch. The assignment will be determined by the Independent Learning Academy Supervisor in collaboration with the ILA teacher **but may begin no earlier than 8:30 a.m.**

9.9 Adult School, Home Teachers and other Part-Time Employees

9.9.1 The normally assigned duty hours for a full-time Adult School Resource Teacher shall be comparable to those of a full-time classroom teacher. The scheduling of the work hours of Adult School Resource Teacher shall be done by the Director of Adult Education and may include a reasonable number of evening and night responsibilities.

9.9.2 The regular work year for permanent adult school teachers shall be 32 weeks in length. Temporary and probationary adult school teacher hours and length of semester are subject to sufficient class enrollment.

9.9.3 Adult School teaching positions are part-time positions. Assignments to these positions shall be on the basis of "assignment by the hour, pay by the hour."

9.9.4 Home teachers teaching three (3) hours per day shall receive one-half (1/2) hour of paid preparation time. Home teachers shall receive 15 minutes of paid preparation time per student per day with a maximum for any one teacher, or any student assigned to that teacher, of 60 minutes per day and a maximum of 60 minutes per week per student. Home teacher positions are part-time positions and are paid by the hour.

9.9.5 Part-time employment and assignment to any other position included within this bargaining unit shall also be on the basis of "assignment by the hour, pay by the hour."

9.9.6 There shall be no double pay for work performed in two different assignments at the same time by any employee in the bargaining unit unless specifically authorized in another provision of this agreement.

9.10 Miscellaneous Provisions

9.10.1 Unit members shall indicate their arrival at and departure from the work site based on site procedures to be developed by site administrators in collaboration with site certificated staff.

9.10.2 The District shall provide relief from or compensation for elementary yard duty supervision before school and during morning recess. Compensation shall be based upon a prorated amount of Step 1, Column 1 of Exhibit 1.

9.10.3 Kindergarten teachers teaching in an a.m./p.m. partner configuration shall provide teaching assistance to the other teacher in the classroom for a period of one (1) hour per day, on days of instruction. Kindergarten teachers not teaching in an a.m./p.m. partner configuration shall assist in another classroom and/or provide interventions for a period of one (1) hour per day on days of instruction, during normal regularly assigned on-site duty hours, or may, upon mutual agreement with the principal and all kindergarten teachers at the site, teach their own class for an additional hour as part of

the site extended day program. The extended day kindergarten program must be voted on by secret ballot by the Kindergarten teachers and shall have mutual agreement with the District annually by May 1st. The extended day kindergarten schedule shall become effective upon annual agreement of the site principal, all kindergarten teachers at the site and the Association. Extended day programs shall include a 20-minute recess and a forty-three (43) minute duty-free lunch, unless a modified day schedule (minimum day, inclement weather) is in place for that day. The provisions of Article 9.10.3 shall not apply to Kindergarten teachers teaching in a divided opening configuration.

9.10.4 Full work days of staff development activities must be at least six (6) hours in length, exclusive of lunch. The site administrator, in consultation with site staff, shall determine the length of the lunch period. However, the duty-free lunch period shall be no less than thirty (30) minutes in length. Lunch on district staff development days shall be sixty (60) minutes in length. Lunch on pupil free non- staff development days may be up to ninety (90) minutes in length, at the discretion of the unit member.

9.10.5 Assigned travel time for unit members between schools shall be work time.

9.10.6 For all full-time nurses, counselors and librarians, the equivalent on-site duty time shall be consistent with other full-time employees unless otherwise provided for in this Article. The head nurse, whose duty hours shall be 7:50 a.m. to 4:00 p.m., shall be assigned and paid as a 120% (1.2 Full-Time Equivalent) position.

9.10.7 In collaboration with the site administrator, time shall be given to Special Education teachers, for Special Education Collaboration with general education classroom teachers to work together for purposes of consultation and lesson planning and assessments.

9.10.8 The District shall provide emergency preparedness and response training annually.

9.10.9 Teachers with general education combination classes at the elementary level shall be given a total of three (3) days at their daily rate or three sub days scheduled in collaboration with the principal.

9.11 Conferences, Preparation Time, and Substitutes

9.11.1 The Conference Period of a middle school or high school teacher and the Preparation Time of an elementary or Children's Center teacher during on-site duty hours shall be a period of time provided primarily for the purpose of carrying out professional responsibilities related to preparation for classroom instruction and communication with parents teaching services and to the teaching and/or guidance of pupils. The preparation period should

not be used for District or site level meetings on a regular basis or for duties outside the regular assignment.

9.11.2 The parties acknowledge that unit members have a responsibility to confer with students and parent. Elementary teachers may offer parents of students the option of opting out of individual spring parent conferences.

9.11.3 **Elementary and Middle School** classroom teachers, Children's Centers teachers, special teachers, nurses, counselors, and school librarians shall attend required meetings and such meetings shall be no longer than ninety (90) minutes in length and/or end no later than 4:30 p.m., unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded shall be rescheduled for continuation.

High school classroom teachers, special teachers, nurses, counselors, and school librarians shall attend required meetings and such meetings shall be no longer than ninety (90) minutes in length and/or end no later than 5:00 p.m., unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded shall be rescheduled for continuation.

9.11.4 The normal regularly assigned on-site hours for elementary and middle school counselors shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. In addition, no counselor will be required to work beyond 3:15 p.m. on Fridays or any day prior to a holiday weekend.

The normal regularly assigned on-site hours for high school counselors shall be from 8:20 a.m. to 3:30 p.m. and shall include a forty (40) minute duty-free lunch period. In addition, no counselor will be required to work beyond 3:45 p.m. on Fridays or any day prior to a holiday weekend.

Counselors may work a flexible, schedule upon mutual agreement between the administrator and the counselor. Counselors required to work evening assignments other than Back to School Night and Open house shall be given equivalent flex time. No Counselors shall be required to do lunch supervision.

9.11.5 Participation of elementary or middle school bargaining unit members in Individualized Educational Program (IEP), Individual Intervention Plan (IIP), 504 Plan, Individualized Transitional Program (ITP), Student Study Team (SST) and Retention meetings shall be no longer than 90 minutes in length and/or end no later than 4:30 p.m. unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded

shall be rescheduled for continuation. The priority shall be to hold such meetings during the instructional day.

Participation of high school bargaining unit members in Individualized Educational Program (IEP), Individual Intervention Plan (IIP), 504 Plan, Individualized Transitional Program (ITP), Student Study Team (SST) and Retention meetings shall be no longer than 90 minutes in length and/or end no later 5:00 p.m. unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded shall be rescheduled for continuation. The priority shall be to hold such meetings during the instructional day.

9.11.6 It is recognized and agreed that meetings, professional activities, and professional assignments may be called or required during on-site duty hours, but meeting of classroom teachers before students are required to be at school shall not be called unless by mutual agreement of site Administration and site faculty, in order that teachers may normally have this time for preparing for the teaching day.

9.11.7 School principals and other immediate supervisors shall make provision in schools and other work areas for adequate personal relief time for classroom teachers and other unit members. Time available for this purpose may include, but not be limited to, morning nutritional periods, passing times in secondary schools, recesses, and during testing, blocks.

9.11.8 Under normal circumstances, a substitute teacher will be employed during the absence of a teacher. However, in an emergency situation, if no other supervision is available, a unit member may be required to cover another unit member's class. Management will attempt to provide such coverage equitably and will consider prior professional commitments of unit members in making such assignments.

9.11.8.1 Compensation will be paid each time a unit member covers another unit member's secondary class period at the direction of site administrator as shown in Exhibit F.

9.11.8.2 When a unit member has covered another unit member's elementary class or students from another elementary class at the direction of site administrator, compensation will be paid each time as shown in Exhibit F. When an elementary class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. Compensation will be based on Exhibit F; the hourly rate will be divided by the number of classrooms in which the students are placed.

9.11.9 ~~Third~~, Fourth and fifth grade teachers shall receive 100 minutes per week of pupil-free time with respect to ~~3rd~~, 4th and 5th grade students to which they are regularly assigned. Such pupil-free time shall commence by the 3rd academic week of the first semester of each year. The purpose of the pupil-free time is to provide ~~third~~, fourth and fifth grade teachers with additional preparation/planning time. The intent of this article is to provide planning time in blocks of not less than 30 minutes. On rainy days the regular classroom may be used for student instruction not involving the ~~3rd~~, 4th or 5th grade teacher.

9.12 Inclement Weather

9.12.1 In the event schools are closed due to inclement weather or other acts of nature, bargaining unit employees shall be released from their on-site duty hours after appropriate supervision, appropriate transportation, and/or release to parents or designated persons of their students have been accomplished.

9.12.2 On an individual school basis, at the discretion of the principal, on an "inclement weather" schedule lunch periods may be reduced to thirty (30) minutes, duty free. The "inclement weather" schedule shall be developed by the site principal in collaboration with staff with the intention of preserving the regular duty-free lunch whenever possible.

9.13 Field Trips

9.13.1 No unit member shall be mandated to chaperone or attend a field trip outside of duty hours. This includes overnight field trips.

FOR THE ASSOCIATION:

Date: 4/29/22

FOR THE DISTRICT:

Date: 4/29/22

TENTATIVE AGREEMENT

BETWEEN

BURBANK UNIFIED SCHOOL DISTRICT

AND

BURBANK TEACHERS ASSCOCIATOIN

11.3 The parties to this agreement accept and support an annualized pupil -to-classroom teacher ratio of 30.5:1. Exceptions to this ratio shall include **classes where the ratio would violate fire code maximum occupancy limits and** elementary grades TK-3 which, pursuant to California Education Code section 422238.02(d)(3)(B) and State funding by fiscal year 2020-21, shall not exceed an average pupil-to-classroom teacher ratio of 24:1. The TK-3 average pupil-to-classroom teacher ratio at each site may fluctuate higher than 24:1 prior to 2020-2021.

11.3.1. If the ratio is over 32.5:1 site average grades for grades 4 and 5, the site administrator or designee shall meet with the BTA site Rep(s) at the end of the second week of school to review the class size and attempt to find ways to address higher class sizes.

11.4 English Language Development (Self-Contained **ELA and Designated ELD)**

11.4.1. It is understood that ELD programs at elementary ~~**and middle**~~ schools may vary in size and configuration according to student needs, and that each site administration and staff will jointly develop a plan to staff those needs.

~~11.4.2 The parties agree that at the middle school secondary level, will provide ELD class sizes that shall not exceed a site average of 25:1 pupil-to-classroom teacher ratio. ratio for the entirety of the school year students per class Each teacher will be assigned an aide for the section(s). When class averages exceed that number, the District will attempt to find ways to address higher class sizes. and will attempt to find ways to address higher class sizes, and that a normal full-time ELD teaching assignment is five instructional periods.~~

11.4.2 The parties agree that normal practice at the ~~high~~ middle school level will provide ELD class sizes of approximately twenty (20) students per class with an aide and that a normal full-time ELD teaching assignment is five instructional periods. The parties recognize the fact that this target will vary according to student needs and scheduling conflicts.

11.4.3 The parties agree that normal practice at the high school level will provide ELD class sizes of approximately twenty (20) students per class with an aide and that a normal full time ELD teaching assignment is five instructional

periods. The parties recognize the fact that this target will vary according to student needs and scheduling conflicts.

~~11.4.3 The parties agree that the normal practice at the high school level will provide ELD class sizes that cap at approximately twenty (20) students per class with an aide and attempt to find ways to address higher class sizes. and that a normal full-time ELD teaching assignment is five instructional periods. The parties recognize the fact that this target will vary according to student needs and scheduling changes.~~

11.6 It is agreed and understood that each school year:

a. A joint committee consisting of the site administrator(s) and representatives of the Association shall meet during the second week of school of each semester to review class size, full-time equivalents FTE allocations, teacher **work**load, work **or lab** stations to students, and number of preparations. The joint committee shall also review the number of special education students within the general education classroom. Problems concerning these issues shall be referred to the Superintendent or designee and the Association **where they will meet in order to find solutions.**

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Date: 4/29/22

Date: 4/29/22

9-29-22

4/29/22

TENTATIVE AGREEMENT

BETWEEN

BURBANK UNIFIED SCHOOL DISTRICT

AND

BURBANK TEACHERS ASSCOCIATION

ARTICLE 31: ~~Savings Provision~~ Special Education

The Parties agree to rename Article 31 to "Special Education", to rename Article 32 "Terms of Agreement" and to incorporate "Savings Provision" and Articles 33, 34, and 35 into Article 32.

~~31.1 If any provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, and upon exhaustion or termination of judicial deemed invalid and not subsisting except to the extent permitted by law.~~

~~31.2 All other provisions of the Agreement will continue in full force and effect.~~

31.1 All language contained in this Article shall supersede any and all conflicting language contained in this Agreement. The parties agree to delete obsolete and/or conflicting language during the next successor negotiations.

31.2 District employees shall comply with applicable federal, state, and local laws and regulations in implementing the Special Education program to provide a full continuum of services, educationally appropriate to meet the students' needs.

Definitions:

Special Day Classes (SDC): Special day class is an older, but frequently used, phrase referring to a self-contained classroom with a small student to teacher ratio, in which special education students may receive SAI for the majority of their school day, if required, by their IEPs.

~~Small group classrooms (Special Day Class or "SDC") are available for all academic subjects with an Educational Specialist at McKinley, Roosevelt, Emerson and Providencia elementary schools (known as Collaborative Learning Centers or "CLC"), along with all middle and high schools. Classrooms (SDC) with Moderate to Severe Credentialed Education Specialists are at Stevenson Elementary, Washington Elementary, Bret Harte Elementary, Luther Middle School, Burbank High School and John Burroughs High School. This paragraph is not meant to restrict District programs to these specific sites, only to list where SDC is currently available. If any new sites are added, the parties agree to reopen this Article for the sole purpose of updating this paragraph.~~

31.3 Special Day Classes/Educational Specialist

31.3.1 It is recognized that the composition and size of the class enrollment in Special Day Classes (SDC) has an effect on the educational program. SDC teachers may seek review of the appropriateness of the composition and size of their classes by submitting a written request to the Director of Special Education or designee. The request shall include a specific statement of the teacher's concern and supporting documentation of attempts to address problems created by the composition and size of the class. Upon receipt of a request for review, the Director of Special Education or designee shall investigate factors relating to the teacher's request. ~~As part of the investigation, advice may be sought from a committee composed of special education teachers and support staff.~~ Within ten (10) working days of the request (fifteen (15) ~~ten (10)~~ working days during the first three weeks of school), the Director of Special Education or designee ~~shall meet and~~ shall provide the teacher with written findings and recommendations which may include class changes, if appropriate.

31.3.2 In order to better address a student population that often has significant academic, behavioral, social, and cognitive needs, the maximum class size for elementary SDCs shall be 13 ~~14~~ students on the first day of school. The District will attempt to find ways to address higher class sizes ~~midyear~~ after the third week ~~first day~~ of instruction if they occur.

31.3.3 In order to better address a student population that often has significant academic, behavioral, social, and cognitive needs, the maximum class size for secondary SDCs shall be 16 ~~18~~ students on the first day of school. The District will attempt to find ways to address higher class sizes ~~midyear~~ after the third week ~~first day~~ of instruction if they occur.

31.3.4 All Special Day Classes, beginning with second grade, shall be limited to no more than two (2) consecutive grade levels. If a teacher must take three (3) grade levels, then they will receive a stipend equal to the elementary general education combination classes stipend. ~~Students enroll in Special Day Classes shall be provided with an educational program for the same length of time as the regular school day for a chronological peer group unless otherwise authorized and indicated on the Individualized Education Program (California Education Code, Title 5, Section 3434).~~

31.3.5 All Elementary and Middle School Special Day Classes that have at least ten (10) students shall ~~have~~ be assigned a minimum of one (1) instructional aide. ~~at all times during the instructional day without encroachment.~~

All High School Special Day Classes that have at least twelve (12 students) shall ~~have~~ be assigned a minimum of one (1) instructional aide. ~~at all times during the instructional day without encroachment.~~

31.3.6 All ~~elementary~~ SDC teachers shall be provided planning time equivalent to the amount of planning time that grade level general education teachers have for the purpose of academic planning and shall choose up to ~~five (5)~~ (four) 4 full day substitutes per year in order to test, meet with parents, write IEP plans, observe students in regular education classrooms, and articulate their programs with regular education teachers.

~~31.3.7 All secondary SDC teachers shall teach four (4) classes and have one period for case management and one period as a conference period for academic planning~~

31.4 RSP/Education Specialist

31.4.1 In accordance with California Education Code 56195.8(c), the maximum caseload for an RSP teacher shall be 28 students.

31.4.2 An itinerant RSP teacher shall have a caseload of students that allows them to remain in compliance with required minutes per student.

31.4.3 All ~~elementary~~ RSP teachers shall be provided planning time equivalent to the amount of planning time that grade level general education teachers have for the purpose of academic planning and shall choose up to ~~five (5)~~ four (4) full day substitutes per year (approximately one every 10 weeks)~~one per month quarter~~) in order to test, meet with parents, write IEP plans, observe students in regular education classrooms, and articulate their programs with regular education teachers.

~~31.4.4 All secondary RSP teachers shall teach four (4) classes and have one period for case management and one period as a conference period for academic planning~~

31.4.5 Elementary RSP teachers shall have a minimum of one (1) instructional aide assigned to the students on the RSP teacher's caseload. ~~at all times during the instructional day without encroachment.~~

Middle and High School RSP teachers shall have one (1) instructional aide for a minimum of one period per day. If an aide must be moved, administration shall notify the classroom teacher before class begins. ~~The period shall be the same one daily., every twelve (12) students at all times during the instructional day without encroachment.~~

~~High School RSP teachers shall be provided and instructional aide for two (2) periods per day, of the teachers choice, without encroachment.~~

31.5 Extended School Year: Emotionally Disturbed, Autism, and Severely Handicapped

31.5.1 Certificated employees who work in the Emotionally Disturbed, Autism, and Severely Handicapped program shall have the option to work an extended school year in addition to the regular work year. These employees shall have priority over other applicants for the positions.

31.5.2 If federal and/or state laws regulating special education services require a change in employee hours, the District shall meet with the Association in order to negotiate decisions and/or effects prior to implementing any change in employee hours or duties.

31.5.3 The daily rate of pay for certificated unit members in the ED Extended School Year extended session shall be at the same daily rate earned during the regular school year.

31.5.4 The number of work days in the extended session shall be determined by the District.

31.5.5 The selection of Extended School Year teachers shall be at the discretion of the District subject to the following procedures:

(a) Positions shall first be offered to persons who hold the positions during the regular school year.

(b) Openings for extended session positions shall be posted at all worksites where certificated employees of the District are assigned.

(c) Permanent and probationary District employees shall be considered for extended session positions before other candidates are considered.

~~(d) The teacher may work up to three (3) years. A unit member who has worked for 3 consecutive years may be considered for reappointment if there are not any qualified applicants for the number of positions.~~

31.5.6 Certificated employees who work the Extended School Year shall earn sick leave credit in accordance with Article 13 regarding leaves of absence. Sick leave earned during the extended session shall be accrued to the regular school year. Sick leave for Elementary Extended School Year shall accrue one (1) day and Secondary shall accrue (1.5) days.

31.5.7 Certificated employees who work the Extended School Year shall continue to teach the same students who were assigned to their classes during the normal school year when feasible. Additional students may be assigned as needed.

31.6 Speech and Language Pathologists (SLPs)

31.6.1 The Director Special Education and Psychological Services and the speech and language specialists shall work cooperatively to maintain an average case load of 55 students per full-time speech and language specialist except that the average case load for a full-time speech and language specialist assigned to work only with preschool age children shall be 40 students. The parties understand that the actual case load per speech and language specialist will vary from this average depending upon the number of contacts per student per week. Problems concerning these issues which cannot be resolved by these parties shall be referred to the Superintendent or designee and the Association whereby a meeting will be held to explore options and examine case load distributions. ~~Director of Special Education and Psychological Services and~~

~~the SLPs shall work cooperatively to maintain a case load of 55 students per full-time SLP.~~ However, full-time SLPs assigned to work with LEAP, Stepping Stones, and Bridges shall have no more than two (2) of these specialized classes on their caseload. ~~the average case load for a full-time SLP assigned to work with SEEDS, PSO, LEAP, Stepping Stones, Bridges and DHH shall be 40 students. The parties understand that face-to-face contact hours with students will vary from this average depending upon the number of contacts per student per week. Problems concerning these issues which cannot be resolved by these parties shall be referred to the Superintendent or designee and the Association whereby a meeting shall be held to explore options and examine case load distributions.~~ SLPs may seek review of the appropriateness of the composition and size of their caseload by submitting a written request to the Director of Special Education or designee. The request shall include a specific statement of the SLP's concern and supporting documentation of attempts to address problems created by the composition and size of the caseload. Upon receipt of a request for review, the Director of Special Education or designee shall investigate factors relating to the SLP's request. Within ten (10) working days of the request (fifteen (15) working days during the first three weeks of school), the Director of Special Education or designee ~~and~~ shall provide the ~~teacher~~ SLP with written findings and recommendations which may include class changes, if appropriate.

31.6.2 All SLPs will be provided five ~~(5)~~ four (4) days per year with no student interaction as long as they are able to meet the service minutes required by their caseload. ~~one day, or an equivalent of five hours per week, with no regularly scheduled services of students in order to test, meet with parents, write IEP plans, observe students in regular education classrooms, and articulate their program with regular education teachers.~~

~~31.6.3 All secondary SLPs will be provided one period per day with no regularly scheduled services of students in addition to the preparation period in order to test, meet with parents, write IEP plans, observe students in regular education classrooms and articulate their programs with regular education teachers.~~

~~31.6.4 SLPs shall not participate in more than two (2) meetings beyond contract hours per week. If an SLP is required to attend more than 2 meetings beyond contract hours, they will be paid at their hourly rate for meeting attendance.~~

31.7 Special Education Meetings

31.7.1 Participation of Bargaining Unit Members in Individualized Educational Program (IEP), 504 Plan, Individualized Transitional Program (ITP), Individual Learning Plan (ILP), Student Study Team (SST), and Retention meetings shall be no longer that 90 minutes in length and/or end no later than 4:30 p.m., unless continued by mutual agreement of all involved. Meetings that are not concluded shall be rescheduled for continuation. Attempts shall be made to schedule the above-listed within the regularly assigned on-site duty hours.

~~31.7.2 Bargaining Unit Members shall not participate in more than two (2) meetings beyond contract hours per week. If bargaining unit members are required to attend more than 2 meetings beyond contract hours, they will be paid at their hourly rate for meeting attendance.~~

~~31.7.3 Teachers shall be provided substitute time for the purpose of holding IEP meetings during the instructional day.~~

~~31.8 Special Education Trainee/Instructional Aides Interview Process~~

~~When special education trainee/instructional aide positions are to be filled by interview, the interview panel shall consist of an administrator, SPED teacher, and an Instructional Aide.the teacher affected has the right to participate in the interview process.~~

31.9 Continued Assignment of Instructional Aides to a Teacher

At the conclusion of each school year, the teacher may request that the same instructional aide assigned to the teacher for the following year. Teacher input ~~may~~ will be considered when determining placements but final placement is at the discretion of the District. ~~The continued assignment of an instructional aide shall be reasonably determined by the affected teacher, with the concurrence of the site administrator. If the local administrator does not concur with the assignment, the teacher may request a meeting with the site administrator to determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the instructional aide in question is to be ongoing into the next year, and (2) does not guarantee the instructional aide any longevity in an assignment.~~

31.10 Special Education Committee

31.10.1 A Special Education Committee will be comprised of an equal number of members, up to five (5) members each appointed by the District and Association. The Committee will meet at least once per trimester and will discuss, explore options and make recommendations in order to address concerns that arise throughout the year. One (1) ~~Two (2) of the Five (5) appointed~~ bargaining unit member appointed by BTA ~~members~~ will ~~serve as representatives to~~ attend the Special Education Master Plan Committee meetings.

31.10.2 The Committee members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.

Exhibit F:

Summer School Teacher – Severely Handicapped/Autism	$55.36

Exhibit A:1

A Learning Handicapped, Severely Handicapped, Deaf and Hard of Hearing, Resource Specialist, Speech/Language Therapist, Adaptive Physical Education, Mild-to Moderate, Moderate-to-Severe, ~~Mild-to Moderate~~, or other state approved

special education certificate or credential is recognized at any point on the schedule with ~~who has a majority of their assignment in Severely Handicapped, Autism, or Emotionally Disturbed programs will have a stipend of $1,304~~ ~~$2,738~~ $1,600 added to ~~their~~ base salary provided such employee is employed in a special education assignment ~~for the year. This amount may be prorated based on time served in the position.~~

FOR THE ASSOCIATION:

Date: 4/29/22

9-29-22

FOR THE DISTRICT:

Date: 4/29/22

4/29/22

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Modification of Exhibit A-2, Section 1

The Parties recognize that the recruitment of teachers during the COVID-19 pandemic along with the need to hire staff midyear has created a need for flexibility of salary placement for new teachers hired in the 2022-2023 school year.

The Parties agree to all credit all years of teaching experience in a charter or private school, up to 15 years of service, regardless of credential status.

The MOU is not precedent setting and will expire at the end of the 2022-2023 school year.

FOR THE ASSOCIATION:

Date: 5/20/22

FOR THE DISTRICT:

Date: 5/20/22

MEMORADNUM OF UNDERSTANDING
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION
REGARDING SUMMER SCHOOL OF 2022
March 11, 2022

13.1.15 I (amendment)

Secondary Alt Ed sick leave

For Alternative Education sites, absences requiring a full day substitute shall have one (1) full day of sick leave or personal necessity deducted.

Absences requiring a one-half (1/2) day substitute shall have one-half (1/2) day of sick leave deducted. A half-day of sick time should not exceed half of the contracted work hours (3.5 hours or less).

FOR THE ASSOCIATION:

3/11/22

3-11-22

FOR THE DISTRICT:

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Modification of Exhibit A-2, Section 1

The Parties recognize that the recruitment of teachers during the COVID-19 pandemic along with the need to hire staff mid-year has created a need for flexibility of salary placement for new teachers hired during the 2021-2022 school year.

The Parties agree to credit up to 15 years of teaching experience in a charter or private school for new teachers, regardless of their credential status.

The MOU is not precedent setting and will expire at the end of the 2021-2022 school year.

FOR THE ASSOCIATION:

Date: 10/29/21

FOR THE DISTRICT:

Date: 10/29/21

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Nurses

The Parties recognize the need to address the recruitment and retention of nurses during the COVID-19 pandemic.

This MOU applies to the 2021-2022 school year.

For the purpose of rating in nurses:

Fully licensed Nurses (credentialed or credential-pending***) will receive credit for all years of prior verified professional Nurse experience working in a school, hospital or clinic, or licensed private practice setting at the time of initial placement. If a fully credentialed nurse was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective December 1, 2021. Additional prior service credit shall not be owed retroactively.

For fully credentialed Nurses, additional prior service credit shall not be owed retroactively, but if a current fully credentialed SLP was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service effective December 1, 2021.

***Applicants must have begun the process for credentialing at the time he or she begins work.

For the 2021-2022 school year, and at the completion of the school year, all Nurses will receive a $10,000 retention bonus (prorated for part-time employees). This is a one-time bonus for this school year. Nurses must work the full year to receive the bonus. For nurses hired mid-year, the amount may be prorated for the number of months worked. Nurses who resign midyear or who take unpaid leave during the year will not qualify for this retention bonus.

FOR THE ASSOCIATION:

Date: 12/10/21

FOR THE DISTRICT:

Date: 12/10/21

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Nurses

The Parties recognize the need to address the recruitment and retention of nurses during the COVID-19 pandemic.

This MOU applies to the 2022-2023 school year.

For the purpose of rating in nurses:

Fully licensed Nurses (credentialed or credential-pending***) will receive credit for all years of prior verified professional Nurse experience working in a school, hospital or clinic, or licensed private practice setting at the time of initial placement. If a fully credentialed nurse was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective December 1, 2021. Additional prior service credit shall not be owed retroactively.

For fully credentialed Nurses, additional prior service credit shall not be owed retroactively, but if a current fully credentialed Nurse was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service effective December 1, 2021.

***Applicants must have begun the process for credentialing at the time he or she begins work.

For the 2022-2023 school year, and at the completion of the school year, all Nurses will receive a $10,000 retention bonus (prorated for part-time employees). This is a one-time bonus for this school year. Nurses must work the full year to receive the bonus. For nurses hired mid-year, the amount may be prorated for the number of months worked. Nurses who resign midyear or who take unpaid leave during the year will not qualify for this retention bonus.

FOR THE ASSOCIATION:

Date: 5/20/22

FOR THE DISTRICT:

Date: 5/20/22

Burbank Teachers Association

and

Burbank Unified School District

Side Letter of Agreement

BTA President Release Time ~~for the 2019-2020 2021-22 School Year~~

~~For the 2019-2020 2021-22 school year,~~ The Burbank Teachers Association President Diana Abasta shall teach periods 1, 2 and 3 and have a preparation period during period 4. She shall be released during periods 5 and 6 to attend to BTA business and issues and ~~shall~~ will attend all required staff meetings and attend to professional duties as they arise when they are not in conflict with meetings with the District or ~~at school sites~~ with matters related to BTA. During the two release periods, the President shall not engage in political activities prohibited by law or prohibited by Article 33 of the certificated Collective Bargaining Agreement.

In addition, the BTA President shall be available at District request during one of the periods, to assist in teacher recruitment activities and LCAP planning and related activities and other activities of mutual interest and benefit.

One period shall be reimbursed to the District at 20% of Step 10 Column 3 or the actual cost of the replacement for the one period, whichever is lower. The District will continue to pay 100% of medical benefits.

This agreement is for the remainder of the BTA President's term. Upon election of a new BTA President, both sides agree to meet and decide on a new agreement on release time which does not necessarily agree to two periods of release time.

FOR THE ASSOCIATION:

Date: 11/19/21

FOR THE DISTRICT:

Date: 11/19/21

PROPOSED MEMORANDUM OF UNDERSTANDING
Between the
Burbank Unified School District
And the
Burbank Teachers Association

On September 2, 2021, the Burbank Unified School District's (District) Board of Education utilized their exclusive right to mandate COVID-19 vaccinations as a condition of employment. The Burbank Teachers Association and (BTA) has the right to bargain the effects of that decision. This agreement is reached by and between the parties as a result of effects negotiations.

1. **Sharing of Information**: The District will inform BTA, including the Chapter President and Executive Director, of all information it receives from the State regarding vaccination programs and the vaccination of District employees.
2. **COVID-19 & Vaccination-Related Leave:** The district shall provide 5 working days at the employee's regular rate of pay for vaccinated employees who test positive with COVID-19 through January 31, 2021., retroactive to October 1, 2021. This is not in addition to time they may have taken under SB 95. If a similar federal or state leave is provided, the parties will meet and negotiate its implementation in-lieu of this section.
3. **Workers' Compensation**: The District acknowledges that employees who receive the vaccine to comply with its directive are eligible to apply for workers' compensation benefits should they experience an adverse reaction when receiving COVID-19 vaccination at the District's direction. Should employees incur severe medical losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction that are not covered by workers' compensation, the District agrees to indemnify employees for those losses up to$1000 for claims filed within 60 days of the vaccination. This shall in no way limit or waive an individual employee's right to pursue a claim against the District for losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction.
4. **Reasonable Accommodations:**
    a. **Right to Request a Reasonable Accommodation:** The District acknowledges that under federal and state law, it must make reasonable accommodations to the COVID-19 vaccination requirement for employees who have a sincere religious belief that precludes vaccination or who have a medical or disability-related reason that prevents vaccination.
    b. **Employee Procedures:** Employees must submit requests for a reasonable accommodation via email to Human Resources and shall receive an acknowledgment of their request within 48 hours. If an employee requests an accommodation, the employee has the right to have a union representative

present to assist with discussing accommodation.

c. **Minimum Accommodations for Medical and Sincere Religious Objections:** Employees who are placed on unpaid leave as their Reasonable Accommodation will be able to utilize earned accrued paid leave through January 31, 2022. For medical accommodations only, once an employee is in unpaid status, the District will cover the cost of health and welfare benefits through January 31, 2022. The District will not oppose unemployment insurance benefits eligibility for employees who, through the reasonable accommodation process, obtain a period of unpaid leave as an accommodation because they cannot be vaccinated.

5. **Duties and Workload**: The District shall participate in additional negotiations at BTA's request over workload increases caused by an increase in vacancies after the vaccine mandate deadline. Bargaining unit members shall not be disciplined for issues relating to workload and productivity, including involuntary transfer, demotion, suspension, or termination for the term of this agreement.
6. **Resignation In-Lieu of Termination:** For the avoidance of litigation, bargaining unit members who object to the vaccine for reasons not covered under paragraph 5, exhaust accrued paid leave, decline the leave offered in paragraph 6, and choose to resign in lieu of termination prior to any Skelly meeting or administrative hearing regarding their objection, shall be offered one additional month of benefits upon resignation. The District will not oppose unemployment insurance benefits eligibility for employees who are dismissed or resign because they will not be vaccinated.
7. **Retirement In-Lieu of Termination:** Bargaining unit members who are eligible for retirement may retire in-lieu of termination and shall receive one additional month of benefits upon retirement. Between October 22, 2021 and December 31, 2021, such employee shall have the right to utilize paid leave to keep them in paid status until the retirement date.
8. **Return of Excluded Employees:** When the District determines that the circumstances of the COVID-19 pandemic have changed such that a vaccination is no longer required, the employer will notify BTA and any employees who have a reasonable accommodation.
9. **Further Negotiations**: The District and BTA shall conduct additional negotiations if the administration of the vaccine mandate changes any bargaining unit job duties.
10. **Privacy**: The District shall maintain the privacy of all information about employees' vaccination status.
11. **Grievance Procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.
12. **Term**: This Agreement is effective August 31, 2021 through January 31, 2022 and may be extended or terminated by mutual agreement. Any reasonable accommodation or unpaid leave agreed to between employees and the District that exceed the January 31,

present to assist with discussing accommodation.

c. **Minimum Accommodations for Medical and Sincere Religious Objections:** Employees who are placed on unpaid leave as their Reasonable Accommodation will be able to utilize earned accrued paid leave through January 31, 2022. For medical accommodations only, once an employee is in unpaid status, the District will cover the cost of health and welfare benefits through January 31, 2022. The District will not oppose unemployment insurance benefits eligibility for employees who, through the reasonable accommodation process, obtain a period of unpaid leave as an accommodation because they cannot be vaccinated.

5. **Duties and Workload**: The District shall participate in additional negotiations at BTA's request over workload increases caused by an increase in vacancies after the vaccine mandate deadline. Bargaining unit members shall not be disciplined for issues relating to workload and productivity, including involuntary transfer, demotion, suspension, or termination for the term of this agreement.
6. **Resignation In-Lieu of Termination:** For the avoidance of litigation, bargaining unit members who object to the vaccine for reasons not covered under paragraph 5, exhaust accrued paid leave, decline the leave offered in paragraph 6, and choose to resign in lieu of termination prior to any Skelly meeting or administrative hearing regarding their objection, shall be offered one additional month of benefits upon resignation. The District will not oppose unemployment insurance benefits eligibility for employees who are dismissed or resign because they will not be vaccinated.
7. **Retirement In-Lieu of Termination:** Bargaining unit members who are eligible for retirement may retire in-lieu of termination and shall receive one additional month of benefits upon retirement. Between October 22, 2021 and December 31, 2021, such employee shall have the right to utilize paid leave to keep them in paid status until the retirement date.
8. **Return of Excluded Employees:** When the District determines that the circumstances of the COVID-19 pandemic have changed such that a vaccination is no longer required, the employer will notify BTA and any employees who have a reasonable accommodation.
9. **Further Negotiations**: The District and BTA shall conduct additional negotiations if the administration of the vaccine mandate changes any bargaining unit job duties.
10. **Privacy**: The District shall maintain the privacy of all information about employees' vaccination status.
11. **Grievance Procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.
12. **Term**: This Agreement is effective August 31, 2021 through January 31, 2022 and may be extended or terminated by mutual agreement. Any reasonable accommodation or unpaid leave agreed to between employees and the District that exceed the January 31,

2022 expiration date shall be honored.

DATE: 12/10/21

BTA:

DISTRICT:

PROPOSED MEMORANDUM OF UNDERSTANDING
Between the
Burbank Unified School District
And the
Burbank Teachers Association

On September 2, 2021, the Burbank Unified School District's (District) Board of Education utilized their exclusive right to mandate COVID-19 vaccinations as a condition of employment. The Burbank Teachers Association and (BTA) has the right to bargain the effects of that decision. This agreement is reached by and between the parties as a result of effects negotiations.

1. **Sharing of Information**: The District will inform BTA, including the Chapter President and Executive Director, of all information it receives from the State regarding vaccination programs and the vaccination of District employees.
2. **COVID-19 & Vaccination-Related Leave:** The district shall provide 5 working days at the employee's regular rate of pay for vaccinated employees who test positive with COVID-19 through January 31, 2021., retroactive to October 1, 2021. This is not in addition to time they may have taken under SB 95. If a similar federal or state leave is provided, the parties will meet and negotiate its implementation in-lieu of this section.
3. **Workers' Compensation**: The District acknowledges that employees who receive the vaccine to comply with its directive are eligible to apply for workers' compensation benefits should they experience an adverse reaction when receiving COVID-19 vaccination at the District's direction. Should employees incur severe medical losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction that are not covered by workers' compensation, the District agrees to indemnify employees for those losses up to$1000 for claims filed within 60 days of the vaccination. This shall in no way limit or waive an individual employee's right to pursue a claim against the District for losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction.
4. **Reasonable Accommodations:**
    a. **Right to Request a Reasonable Accommodation:** The District acknowledges that under federal and state law, it must make reasonable accommodations to the COVID-19 vaccination requirement for employees who have a sincere religious belief that precludes vaccination or who have a medical or disability-related reason that prevents vaccination.
    b. **Employee Procedures:** Employees must submit requests for a reasonable accommodation via email to Human Resources and shall receive an acknowledgment of their request within 48 hours. If an employee requests an accommodation, the employee has the right to have a union representative

2022 expiration date shall be honored.

DATE: 12/10/21

BTA:

DISTRICT:

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Nurses

The Parties recognize the need to address the recruitment and retention of nurses during the COVID-19 pandemic.

This MOU applies to the 2021-2022 school year.

For the purpose of rating in nurses:

Fully licensed Nurses (credentialed or credential-pending***) will receive credit for all years of prior verified professional Nurse experience working with children in a school, hospital or clinic, or licensed private practice setting at the time of initial placement. If a fully credentialed nurse was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective December 1, 2021. Additional prior service credit shall not be owed retroactively.

For fully credentialed Nurses, additional prior service credit shall not be owed retroactively, but if a current fully credentialed Nurse was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service effective December 1, 2021.

***Applicants must have begun the process for credentialing at the time he or she begins work.

For the 2021-2022 school year, and at the completion of the school year, all Nurses will receive a $10,000 retention bonus (prorated for part-time employees). This is a one-time bonus for this school year. Nurses must work the full year to receive the bonus. For nurses hired mid-year, the amount may be prorated for the number of months worked. Nurses who resign midyear or who take unpaid leave during the year will not qualify for this retention bonus.

FOR THE ASSOCIATION:

Date: 11/6/21

FOR THE DISTRICT:

Date: 11/5/21

Burbank Unified School District
BTA Side Letter of Agreement
February 25, 2022

The District and the Burbank Teachers Association agree that the purpose of this side letter is to create a mechanism for eligible sick leave credit to be transferred from one or more certificated employees and donated to another certificated employee under the following criteria:

- A certificated employee shall be eligible for donations of sick leave pursuant to the following provisions in Article 13.1.16.1:

  "the unit member or unit member's immediate family member for whom he/she must care shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her duties."

- The unit member has exhausted or will foreseeably exhaust all earned sick leave days.

- A certificated employee who meets the above criteria shall be eligible to receive up to 10 donated sick days per school year.

- Exceptions to the 10 day limit on donated sick days per year shall be made through the joint Burbank Teachers Association and Burbank Unified School District Catastrophic Bank Committee. The committee determines eligibility for catastrophic leave as stated in Article 13.1.16.5.

- To apply for the exemption, an employee shall submit an Exemption to the 10 day Donation Limit form to Human Resources.

- A permanent certificated employee is eligible to donate to an employee who has met the criteria stated in Article 13.1.16.1 under the following conditions:

  - The certificated employee must be a permanent employee.
  - Donated sick days must be taken from the accrued sick leave balances of the employee.
  - A certificated employee has accumulated at least 10 sick days in his/her accrued sick leave balance.
  - **Transfers of sick days are irrevocable.** If donated sick days remain at the end of the employee's, or immediate family member's, illness, they shall remain the sole use of the recipient.
  - A permanent certificated employee who has at least 10 sick days may donate 1 day.

- A permanent certificated employee who has at least 20 sick days may donate 2 days
- Sick days shall be contributed in a full day increment.
- For the purpose of recording, each certificated employee who donates a sick day will be charged in the same manner and guidelines as though they were donating through the catastrophic leave bank process. However, this is a different donation and employees are not entitled to catastrophic leave unless they had made a previous donation and are eligible to draw from the catastrophic leave per Article 13.1.16.3.

- A certificated employee who is eligible to receive donated sick days shall file a Request for Donations form with Human Resources. Upon receipt of the request, the Association will be notified, and the District and Association will notify school sites of the need for donations for the eligible employee. Confidential medical information will not be disclosed in the notification.

- Once notification to sites has been made, an eligible certificated employee must fill out the Sick Day Leave Donation form and will have 10 school days to submit it to Human Resources. Donation forms must be received by Human Resources no later than 5 PM on the date of closing.

- Human Resources will forward a copy of the request to Payroll to verify the employee's sick leave balance and eligibility. Donated sick days will be time stamped under the donor's name. Donations will be deducted in the order in which they are received in the Human Resource Office.

- This side letter shall be in effect through the end of the 2022-2023 school year. The Association and the District may extend this side letter through mutual agreement.

District:

BTA:

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Class Coverage by TOSAs

Effective November 8, 2021, and for the remainder of the 2021-2022 school year, the Parties agree to the following addition to Exhibit F of the BTA Collective Bargaining Agreement.

When class coverage by Curriculum Specialists and Teachers on Special Assignment (including but not limited to, ELD Coordinators and Title 1 Coordinators) is necessary, the following rates shall be used for compensation:

½ day rate: $139.80
Full day rate: $279.60

For the purposes of determining rate and eligibility, the following criteria will be utilized:

Elementary:
½ day – at least three hours in the same teacher's classroom
full day – at least five hours in the same teacher's classroom

Secondary:
½ day – at least three sections in the same teacher's classroom
full day – at least five sections in the same teacher's classroom

This rate only applies to the full coverage of a teacher's classroom in which the bargaining unit member is expected to fulfill the teaching duties in the absence of a teacher.

The MOU is not precedent setting and will expire at the end of the 2021-2022 school year.

FOR THE ASSOCIATION:

Date: 11/6/21

FOR THE DISTRICT:

Date: 11/5/21

SALARY SCHEDULE FOR FULL-CREDENTIAL CERTIFICATED BARGAINING UNIT MEMBERS*

Effective July 1, 2021

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	54,786	54,789	56,502	57,057	59,111	61,408
2	54,789	54,792	56,503	58,389	61,253	63,545
3	54,792	54,793	57,617	60,455	63,339	65,635
4	54,793	55,724	59,712	62,575	65,480	67,778
5	54,794	57,706	61,767	64,644	67,571	69,866
6	**54,795**	**59,763**	63,860	66,766	69,708	72,005
7	**54,796**	**61,730**	65,912	68,831	71,802	74,095
8	**54,797**	**63,766**	68,010	70,953	73,939	76,235
9	**56,321**	**65,748**	70,058	73,021	76,029	79,079
10		**67,787**	72,159	75,142	80,420	81,243
11		**69,774**	**74,206**	77,208	82,571	83,345
12			**76,304**	79,329	84,773	85,509
13			**78,353**	81,402	86,923	87,620
14			**80,455**	83,517	89,126	89,779
15				85,588	91,278	92,575
18**					93,475	95,579
21**					95,628	98,530
24**						102,734

Notes: **Employees hired on or after July 1, 2005 may not advance past the bold lines in Columns I, II and III. Employees hired before July 1, 2005 shall be grandfathered.**

The earned Master's Degree or earned Doctorate Degree is recognized at any point on the schedule with $**1,413** added to the base salary. Only one earned Master's Degree and only one earned Doctorate Degree will be recognized for this additional remuneration. The maximum amount for any employee for the Master's Degree and Doctorate is $**2,824**.

A Bilingual Certificate of Competence, Bilingual-Cross Cultural Credential, other state approved bilingual certificate or credential, or evidence of mastery of the American Sign Language Communication Proficiency Interview is recognized at any point on the schedule with additional remuneration added to the base salary. This additional remuneration shall be $1,345 for an employee employed in an assignment that requires the use of primary language for supporting students, conferencing with parents, and preparing progress reports.

A Learning Handicapped, Severely Handicapped, Deaf and Hard of Hearing, Resource Specialist, Speech/Language Therapist, Adaptive Physical Education, Mild-to-Moderate, Moderate-to-Severe, or other state approved special education certificate or credential is recognized at any point on the schedule with ~~$1,345~~ **$1,600** added to the base salary provided such employee is employed in a special education assignment.

**** Beginning with the conclusion of the 2017-2018 school year, and at the completion of each full year of employment, all 1.0 Speech/Language Pathologists (SLPs) will receive a retention bonus of $**10,818**. Part-time SLPs will receive a pro-rated amount based on their FTE. The retention bonus will replace the previously agreed to SLP one-time hiring incentive bonus.

* Includes Teachers, Nurses, Librarians and Counselors who are fully credentialed. (For implementation, see Rules and Regulations.)

** Anniversary Step

SALARY SCHEDULE FOR FULL-CREDENTIAL CERTIFICATED BARGAINING UNIT MEMBERS*
Effective July 1, 2021

For the purpose of rating in Speech/Language Pathologists (SLPs):

Fully licensed Speech-Language Pathologists (credentialed or credential-pending***) will receive credit for all years of prior verified professional SLP experience working with children in a school, hospital or clinic licensed private practice setting shall be granted at the time of initial placement. If a current fully credentialed SLP was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective January 1, 2016. Additional prior service credit shall not be owed retroactively.

For fully credentialed SLPs, additional prior service credit shall not be owed retroactively, but if a current fully credentialed SLP was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit effective January 1, 2016.

*** Applicant must have begun the process for credentialing at the time he or she begins work. A waiver shall be issued/obtained by the district so that the SLP may begin work at the beginning of the school year.

**** Effective July 1, 2017

EXHIBIT A-2

BURBANK UNIFIED SCHOOL DISTRICT
RULES AND REGULATIONS FOR IMPLEMENTATION OF
SALARY SCHEDULE FOR CERTIFICATED BARGAINING UNIT MEMBERS

Effective July 1, 2021

1. **RATING IN**. This provision is entered into by and between the District and the Association as authorized by Education Code section 45028(b). Employees whose effective date of employment is prior to July 1, 1991, shall be granted a maximum amount of previous teaching credit of six years. Employees whose effective date of employment is on or after July 1, 1991, and prior to July 1, 1992, shall be granted a maximum amount of previous teaching credit of seven years. Employees whose effective date of employment is on or after July 1, 1992 and prior to July 1, 1994, shall be granted a maximum amount of previous teaching credit of eight years. Employees whose effective date of employment is on or after July 1, 1994, shall be granted a maximum amount of previous teaching credit of nine years. Employees whose effective date of employment is on or after July 1, 1995, shall be granted a maximum amount of previous teaching credit of ten years. Employees whose effective date of employment is on or after July 1, 1996, shall be granted a maximum amount of previous teaching credit of eleven years. Employees whose effective date of employment is on or after July 1, 1997, shall be granted a maximum amount of previous teaching credit of twelve years. Employees whose effective date of employment is on or after July 1, 1998, shall be granted a maximum amount of previous teaching credit of thirteen years. Employees whose effective date of employment is on or after July 1, 1999, shall be granted a maximum amount of previous teaching credit of fourteen years. Employees whose effective date of employment is on or after July 1, 2000, shall be granted a maximum amount of previous teaching credit of fifteen years. Employees whose effective date of employment is on or after July 1, 2005, shall be granted a maximum amount of previous teaching credit as follows: if rating in on Column I or II, four years; if rating in on Column III, nine years. The previous teaching is to be public school teaching experience or private or non-public school teaching experience, providing the certificated employee held a teaching credential valid in the state where the teaching was done at the time the teaching was done. To receive credit for teaching done outside the U.S.A., the candidate must have held a valid teaching credential in a state of the U.S.A. at the time said service was rendered or have their experience evaluated by the Superintendent or designee on an individual case basis for credit determination. For the purposes of this section, teaching experience shall be defined as any credentialed service including, but not limited to, teaching, speech and language, counseling, and school nursing.

   For purposes of this section, a year is defined as at least 75% of the days school was in session. A year's experience may not be accumulated by combining two or more periods of teaching in different school years, even though these shorter periods may, when combined, total a school year.

   Employees who have served in the District, have resigned, then are reemployed, shall have their salary schedule placement reflect service for which they had been previously credited.

   Employees who have taught in an Adult School program on a full-time basis shall be placed on the Salary Schedule for Certificated Bargaining Unit Members in accordance with these provisions and credited for those years of such Adult School service during which a valid credential was held.

2. **CREDIT FOR MILITARY OR PEACE CORPS SERVICE.** A maximum of one year of credit shall be granted for military experience or service in the Peace Corps.

3. **QUALIFYING FOR ANNUAL INCREMENT**. Each certificated employee shall qualify for an annual increment at the beginning of the school year providing service has been rendered to the District in other than day-to-day substitute status for seventy-five (75) percent of the days school was in session during the preceding school year. A certificated employee commencing employment with the District at the start of, or during, the second semester as a probationary, temporary, or as a long-term substitute employee, shall qualify for an annual increment (step advancement) at the beginning of the next subsequent second semester provided that during the preceding two semesters service has been rendered to the District for seventy-five (75) percent of the days school was in session.

   A Certificated employee returning from a one-semester leave which does not provide for progress on the salary schedule shall qualify for an annual increment (step advancement) in February or September of the returning year following completion of a teaching period equivalent to the period spent on leave. Unit members shall retain this subsequently acquired anniversary date for future step increments.

4. **EVALUATION OF UNITS AND TRANSCRIPTS.** Evaluation of requests for units and of all transcripts affecting salaries are made as follows:

   * To qualify for advancement on the salary schedule for the first semester of the school year, verification of the completion of work must be received and filed in Personnel Services on or before the first instructional day of the first semester.

   * To qualify for advancement on the salary schedule for the second semester of the school year, verification of the completion of work must be received and filed in Personnel Services on or before the first instructional day of the second semester.

   * Verification of work completed may be initially by a college or university document, such as by grade card, written and signed statement of the instructor, computer print-out, or unofficial transcript, containing the name(s) of the course(s), number of units, whether the units are quarter or semester, the grade earned (e.g. A-F, Pass/Fail, Credit/No Credit), and date and term (e.g. Fall 1997), provided, however, that an official transcript is submitted as soon thereafter as possible.

   Progress on the salary schedule is made by submitting semester units. A quarter unit is counted as two-thirds of a semester unit.

   Any fraction of units over one-half will be recognized as a whole unit when needed for a change of class at any point in the salary schedule. Acknowledgement of the submission of transcripts and other documents indicating the completion of college or university work will be provided in writing at the time these documents are submitted by the employee to the Department of Personnel Services.

5. **CLASS II REQUIREMENT.** Class II requires 15 units beyond the Bachelor's Degree. However, holders of a General Secondary credential or a Clear Standard Teaching credential with specialization in secondary or elementary teaching are eligible to be placed in Class II, even though credential

requirements were fulfilled by taking work prior to the date of the granting of the Bachelor's Degree. Such credit earned before the date of the granting of the Bachelor's Degree cannot be credited for salary placement purposes. Credits recognized for placement on the salary schedule must have been earned after the date the Bachelor's Degree was granted.

6. **CLASS III REQUIREMENT.** Class III requires a Bachelor's Degree and 30 semester units.

7. **CLASS IV REQUIREMENT.** Class IV requires a Bachelor's Degree and 45 units.

8. **CLASS V REQUIREMENT.** Class V requires a Bachelor's Degree and 60 units.

9. **CLASS VI REQUIREMENT.** Class VI requires a Bachelor's Degree and 75 units.

10. **ANNIVERSARY STEP.** Personnel who have completed three (3) years of service at Step 15 in Class V or Class VI qualify for placement on the 18th year Anniversary Step. Personnel who have completed three (3) years of service on Step 18 in Class V or Class VI qualify for placement on the 21st Anniversary Step. Personnel who have completed three (3) years of service on Step 21 in Class VI qualify for placement on the 24th Anniversary Step.

11. **CLASS TRANSFER.** Transfer from Class to Class may be made by submitting evidence of completion of college or university units of upper division or graduate work, or of units taken to fulfill requirements to secure a credential. Lower division, correspondence, and extension course work shall be accepted for all Classes if approved by the Professional Advancement Committee on the basis of the value of the work undertaken related to current assignment and/or additional credential/certificate authorizations.

    Nurses may earn three (3) quarter units or two (2) semester units for credit toward salary advancement for every 30 hours of continuing education taken within any two-year period of time to fulfill license renewal requirements.

    All petitions requiring special consideration and all lower division, correspondence, or extension courses for which credit is desired must be reviewed by the Professional Advancement Committee and such applications **SHOULD BE SUBMITTED PRIOR TO TAKING THE WORK.**

12. **SPECIAL CREDENTIALS AND CLASS ADVANCEMENT.** Industrial education teachers holding the Special Secondary Limited Credential in Industrial Arts Education, a Preliminary Vocational Credential - Full Time, or the Special Secondary Vocational Class A Credential in Trade and Industrial and Public Service Education will be placed in Class I. For advancement on the salary schedule, these credentials will be accepted as equivalent to a Bachelor's Degree when the requirements as listed in the Regulations Relating to Credential for Public School Service have been completed. Holders of this credential may advance to Class II upon completion of 15 units of upper division or graduate courses, to Class III upon completion of 30 units, to Class IV upon completion of 45 units, to Class V upon completion of 60 units, or to Class VI upon completion of 75 units.

    Vocational experience of vocational education teachers may be used for rating in purposes if the following conditions are determined by the Superintendent or designee to be met: the experience is

related to the field to which a teacher is assigned; such experience must have occurred after completion of an approved four-year learning period, and such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate-level preparation, or a combination of the two. One year of vocational experience used either for the learning period or step placement shall be cumulative over one or more calendar years and shall consist of 250 days.

13. **MOVEMENT FROM SALARY SCHEDULE A-1-NC TO SALARY SCHEDULE A-1.** The District shall accept a university issued "C-19" letter or equivalent as verification of successful completion of the credential requirements. A bargaining unit member who submits a university issued "C-19" letter or equivalent shall be placed on Salary Schedule A-1 at the accrued step provided that a credential is submitted as soon thereafter as possible. Placement on Salary Schedule A-1 shall be made effective the semester following the date of completion of the work for a credential, as verified by the college or university, but in no case shall the effective date of placement on Salary Schedule A-1 be retroactive to more than one (1) semester from the date of submission of the "C-19" letter or its equivalent to Personnel Services.

14. **TRUNCATION.** Step 5 in Class I, Step 5 in Class II, Step 10 in Class III and Step 15 in Class IV are the maximum steps for advancement in these Classes.

15. Effective July 1, 1980, Nurses, Librarians and Counselors are included on the Salary Schedule for Certificated Bargaining Unit Members.

16. Counselors, Nurses and Librarians shall be paid their daily rate of pay for days worked in excess of the approved work year.

17. **VOCATIONAL CREDENTIAL STIPEND.** Certificated employees who have a recognized vocational credential in addition to a Bachelor's Degree shall be paid an annual stipend of $**364**, effective July 1, 1985.

BURBANK UNIFIED SCHOOL DISTRICT

Exhibit A-1-NC

SALARY SCHEDULE FOR NON-CREDENTIAL CERTIFICATED BARGAINING UNIT MEMBERS*
Effective July 1, 2021

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	49,173	49,173	51,338	53,499	55,666	57,830
2	49,173	51,191	53,355	55,519	57,685	59,843
3	49,173	53,157	55,322	57,485	59,646	61,809
4	49,173	55,175	57,337	59,502	61,664	63,827
5	49,173	57,140	59,308	61,469	63,635	65,795
6	**49,173**	**59,178**	61,319	63,486	65,648	67,809
7	**51,338**	**61,125**	63,289	65,451	67,617	69,777
8	**53,499**	**63,140**	65,302	67,467	69,630	71,793
9	**55,769**	**65,104**	67,270	69,432	71,599	73,762
10		**67,120**	69,284	71,448	73,610	75,778
11		**69,090**	**71,250**	73,415	75,577	77,744
12			**73,266**	75,434	77,594	79,762
13			**75,234**	77,401	79,564	81,728
14			**77,253**	79,415	81,580	83,740
15				81,384	83,548	86,348
18**				85,559	85,559	89,151
21**				87,531	87,531	91,905
24**						94,659

Notes: Employees hired on or after July 1, 2005 may not advance past the bold lines in Columns I, II and III.

For additional remuneration for which an employee may qualify, refer to Exhibit A-1: Salary Schedule for Certificated Bargaining Unit Members.

* Includes Teachers, Nurses, Librarians and Counselors who are not fully certificated (e.g. who have an emergency permit, intern permit, or waiver). For implementation, see Rules and Regulations.

** Anniversary Step

BURBANK UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR RETIRED CERTIFICATED BARGAINING UNIT MEMBERS*
REHIRED PURSUANT FOR AB 18
Effective July 1, 2021

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	50,602	50,603	50,605	50,606	51,926	53,941
2	50,603	50,605	50,606	51,790	53,807	55,822
3	50,605	50,606	51,604	53,620	55,640	57,660
4	50,606	51,465	53,484	55,501	57,522	59,538
5	50,607	53,297	55,321	57,336	59,357	61,372
6	50,608	55,202	57,198	59,219	61,233	63,252
7	50,613	57,017	59,035	61,052	63,073	65,088
8	50,614	58,896	60,915	62,933	64,950	66,971
9	52,020	60,731	62,747	64,767	66,787	68,804
10		62,611	64,627	66,652	68,666	70,684
11		64,448	66,462	68,479	70,499	72,517
12			68,344	70,363	72,379	74,401
13			70,177	72,198	74,214	76,234
14			72,062	74,078	76,097	78,113
15				75,909	77,930	80,547
18**					79,808	83,159
21**					81,646	85,727
24**						88,294

Notes: For additional remuneration for which an employee may qualify, refer to Exhibit A-1: Salary Schedule for Certificated Bargaining Unit Members.

* Includes Teachers, Nurses, Librarians and Counselors who are fully certificated. (For implementation see Rules and Regulations.)

* Anniversary Step

Retired Burbank Unified School District teachers rehired as temporary shall be place in the same Column and on the same Step plus one (1) year as the Column and Step placement at the time of retirement. Non-Burbank Unified School District retired teachers hired pursuant to AB 18 shall be rated in as per Exhibit A-2.

BURBANK UNIFIED SCHOOL DISTRICT

EXHIBIT B-1

CHILDREN'S CENTER TEACHERS MONTHLY SALARY SCHEDULE
Effective July 1, 2021

Salary Rating	Class I 20 or fewer Units	Class II 30-59 Units*	Class III 60-89 Units*	Class IV 90 or more Units*	Class V B.A. Degree or Higher*
1	2,776	2,845	2,913	3,059	3,207
2	2,913	2,986	3,059	3,207	3,372
3	3,059	3,135	3,207	3,372	3,539
4	3,207	3,291	3,372	3,539	3,717
5	3,372	3,459	3,539	3,717	3,898
6	3,539	3,630	3,717	3,898	4,095
7	3,717	3,810	3,898	4,095	4,303
8					4,515

* at least 24 of the units must be in Child Development

Anniversary Increment- Monthly certificated Children's Center teachers who have earned 12 years of creditable service by the first day of the fiscal year will receive an anniversary increment of **$188** per creditable month. Monthly certificated Children's Center teachers who have earned 16 years of creditable service by the first day of the fiscal year will receive an additional anniversary increment of **$188** per creditable month. Monthly certificated Children's Center teachers who have earned earned 20 years of creditable service by the first day of the fiscal year will receive an additional anniversary increment of **$188** per creditable month. This amount will be prorated for a part-time teacher.

Overtime- When the Director requires a Children's Center teacher to work in excess of eight (8) hours per day of in excess of forty (40) hours per week, that teacher shall receive compensation at one and one-half times the hourly equivalent of that teacher's regular salary rate. Children's Center teachers whose regular assignments are less than forty (40) hours per week shall be paid at the hourly equivalent of their regular rate of pay if the Director requires them to work beyond their regularly scheduled hours, up to eight hours per day or forty hours per week, including attendance at Open House.

Split Shift- Regularly assigned Children's Center teachers who are assigned a split shift shall be paid a **$87** differential per calendar month for such assignment. Split shift is defined as a work period divided into two parts that are separated by an interval for 30 minutes or longer.

EXHIBIT B-2

BURBANK UNIFIED SCHOOL DISTRICT

RULES AND REGULATIONS PERTAINING TO THE SALARY SCHEDULE FOR CERTIFICATED CHILDREN'S CENTERS PERSONNEL IN THE BARGAINING UNIT

Effective July 1, 2021

1. Three years of outside experience is the maximum amount of credit recognized for previous teaching. This is to be pre-Kindergarten teaching or public school teaching experience from Kindergarten through Grade 6, providing the employee held a valid Children's Center permit or teaching credential at the time the teaching was done.

   For the purposes of rating-in only, one year of Children's Center teaching experience shall be granted for every two years of experience as an instructional aide when that experience has been in one of the District's Children's Center programs. If a Children's Center instructional aide is hired as a Children's Center teacher and the employee previously served in a Children's Center II position for 75% or more of a year, year-for-year credit shall be granted for experience earned as a Children's Center II aide.

   A Burbank Unified School District Children's Center instructional aide hired as a Children's Center teacher shall be placed on the salary step that is equal to, or next in amount above, the compensation the employee received as a Children's Center I instructional aide with placement restricted, however, to the Class applicable to the number of units earned.

2. A certificated employee in Class I, II, III, or IV shall qualify for an annual increment (step advancement) at the beginning of the year, July 1, provided that during the preceding year he or she has rendered service to the Children's Centers for 75% of the days that the centers were in session.

   A certificated employee in Class V shall qualify for an annual increment at the beginning of the year, July 1, provided he or she rendered service to the Children's Centers for 75% of the days that the centers were in session.

   A certificated employee commencing employment at the Children's Centers at the start of the second half of the school year, January 1, shall qualify for an annual increment (step advancement) at the next January 1, provided that during the preceding year he has met the requirements described above.

3. Evaluation of requests for units and for all transcripts affecting salaries are made as follows:
   * To qualify for advancement on the salary schedule for the first half of the fiscal year, verification of the completion of work must be received and filed in Personnel Services on or before July 1.

   * To qualify for advancement on the salary schedule for the second half of the fiscal year, verification of the completion of work must be received and filed in Personnel Services on or before January 2.

* Verification of work completed may be initially by grade card or written and signed statement of the instructor, provided, however, that an official transcript is submitted as soon thereafter as possible.

Progress on the salary schedule is made by submitting semester units. A quarter unit is counted as two-thirds of a semester unit.

Any fraction of units over one-half will be recognized as a whole unit when needed for a change of class at any point in the salary schedule. Acknowledgement of the submission of transcripts and other documents indicating the completion of college or university work will be provided in writing at the time these documents are submitted by the employee to the Department of Personnel Services.

4. Progress on the salary schedule is limited to not more than one class per year.

BURBANK UNIFIED SCHOOL DISTRICT
COACHING SERVICES SALARY SCHEDULE
Effective July 1, 2021

EXHIBIT C

The Board of Education will annually plan to include in the High School Interscholastic Program positions chosen from this list according to District Policy and budgetary allowances. All positions listed below are not necessarily funded. Amounts listed below are annual stipends.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 10	STEP 15	STEP 20
Athletic Coordinator (1)	7,884	8,056	8,235	8,410	8,586	8,763	9,116	9,466	9,818
*Varsity Football (2)	4,395	4,572	4,745	4,923	5,101	5,277	5,633	5,980	6,336
*Assistant Varsity Football (2)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
*Junior Varsity Football (2)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
*Frosh Football (2)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
Varsity (other sports)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
Junior Varsity (other sports)	3,566	3,744	3,917	4,095	4,270	4,447	4,799	5,150	5,505
Spoh, Frosh, Soph/Frosh (other sports)	3,566	3,744	3,917	4,095	4,270	4,447	4,799	5,150	5,505

**Note: Total payment for football coaches includes reimburstment for services rendered before the opening of school.

Payment schedule for other specific sports:

Cross Country (2)	Track (4)
Water Polo (2)	Golf (Fall) (2)
Tennis (Fall) (2)	Golf (Spring) (4)
Volleyball (Fall) (2)	Tennis (Spring) (4)
Water Polo (Winter) (2)	Baseball (4)
Basketball (3)	Swimming (4)
Soccer (3)	Volleyball (Spring) (4)
Softball (4)	

(1) Will be paid in 11 equal payments from August through June.
(2) Will be paid in 3 equal payments in August, September and October.
(3) Will be paid in 3 equal payments in November, December and January.
(4) Will be paid in 3 equal payments in February, March and April.
(5) A stipend of $**201** will be paid to the Varsity Coach for each CIF playoff game in which his/her team participates, and a stipend of $**112** will be paid to each Assistant Coach for each CIF playoff game in which his/her team participates.

BURBANK UNIFIED SCHOOL DISTRICT

ADULT SCHOOL CERTIFICATED HOURLY SALARY SCHEDULE

Effective July 1, 2021

Step	**Column I** Non-Academic Standard Designated Subjects Credential	**Column II** Bachelor's Degree + 30 semester units or Academic Standard Designated Subjects Credential	**Column III** Bachelor's Degree + 60 semester units or Master's Degree + 45 semester units or Academic Standard Designated Subjects Credential + 26 semester Units
1	$36.83	$38.49	$40.07
2	$38.32	$40.07	$41.83
3	$39.92	$41.61	$43.44
4	$41.48	$43.33	$45.17
5	$43.13	$45.03	$47.03
6	$44.88	$46.83	$48.89
10*			$50.87

Progress on the salary schedule is made by submitting semester units.

* Anniversary Step

EXHIBIT D-2

BURBANK UNIFIED SCHOOL DISTRICT

RULES AND REGULATIONS FOR IMPLEMENTATION OF ADULT SCHOOL CERTIFICATED HOURLY SALARY SCHEDULE

July 1, 2021

1. Employees whose effective date of employment is on or after July 1, 1992 shall be granted a maximum amount of previous teaching credit, or credit for outside experience related to the assignment, of two (2) years.

2. Adult school teachers who have taught 54 hours or more during the preceding school year will advance one step on the schedule.

3. Employees who have served in the Burbank Adult School and who have resigned or been laid off and then are reemployed, shall have their salary schedule placement reflect service for which they had been previously credited.

BURBANK UNIFIED SCHOOL DISTRICT

ADULT SCHOOL RESOURCES TEACHER AND EVENING PROGRAM COORDINATOR
SALARY SCHEDULE

Effective July 1, 2021

Step	Annual Rate
1	$60,041
2	$62,443
3	$64,937
4	$67,536
5	$70,235
6	$73,045

BURBANK UNIFIED SCHOOL DISTRICT

VOCATIONAL EDUCATION AND CAREER TECHNICAL EDUCATION
HOURLY SALARY SCHEDULE

Effective July 1, 2021

STEP	HOURLY RATE
1	$40.11
2	$41.72
3	$43.40
4	$45.17
5	$46.96

IMPLEMENTATION

1 Movement from step to step will be on the basis of two semesters service for one step movement.

2 Teachers will be rated in on this schedule up to an including the third step. Creditable service shall be either of the following or a combination thereof:

a. Teaching in a vocationally funded program requiring a vocational credential, on a year for year basis, as defined in paragraph 1 of Exhibit A-2.

b. Employment within the last five years in vocational positions directly related to the course to be taught. Credit shall be on a year for year basis.

3 Burbank Adult School experience in the same subject area will be rated in on a year for year basis up to step five.

4 Permanent employees will be considered for any C.T.E. assignments before other candidates are considered.

BURBANK UNIFIED SCHOOL DISTRICT

REVISED
EXHIBIT F

MISCELLANEOUS SALARY RATES
Effective July 1, 2021

Summer School Teacher	47.80	per hour
Summer School Teacher-Severely Handicapped/**Autism**	59.89	per hour
Extended Summer School/Teacher Intersession Teacher	47.80	per hour
Summer School Teacher-Adult Education	42.08	per hour
Saturday Program Teacher	151.90	per day
Home Teacher	37.89	per hour
Day-to-Day Substitute*	184.57	per day
Day-to-Day Substitute (Spec Ed)*	193.80	per day
Curriculum Writing (K-12)	35.46	per hour
Other Hourly (K-12)	35.46	per hour
Curriculum Writing (Adult Education)	24.13	per hour
Other Hourly (Adult Education)	24.13	per hour
Intervention Teaching	47.80	per hour
Secondary Class Coverage	48.92	per class period
Elementary Class Coverage	48.92	per hour

When a unit member has covered another unit member's elementary class or students from another unit member's elementary class or students from another elementary class at the direction of an administrator compensation will be paid each time as shown above. When an elementary class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. Compensation will be based on Exhibit F; the hourly rate will be divided by the number of classrooms in which the students are placed.

Department Chairperson-High School	1550	per semester
Department Chairperson-Middle School	1550	per semester
Completion of CTE Credential	1671	one-time stipend
Professional Mentors	2006	per year for one mentee, 4,012 per year for two mentees
Induction Mentors	2006	per year for one mentee, 4,012 per year for two mentees
Lead Speech and Language Pathologist	7382	per year
Miscellaneous Unit Rate	1374	per unit (may be applied as a percentage)

Regular Hourly Assignments (other than those specified elsewhere in this Agreement)
Compensation of 16.7% of the unit member's daily rate based upon Exhibit A will be paid for each hour of professional assignment.

* pertains to bargaining unit members only

BURBANK UNIFIED SCHOOL DISTRICT

EXHIBIT G

EXTRA COMPENSATION FOR CO/EXTRA-CURRICULAR ACTIVITIES

Effective July 1, 2021

The school site shall annually plan to include positions chosen from this list according to District Policy, budgetary allowances, and site leadership decisions. The positions listed below are not necessarily funded.

High School Level Only

	November	February	April	June
Category A				
Academic Decathlon	2140	2140		
Instrumental Music	1275	1275	1275	1275
Vocal Music	1275	1275	1275	1275
ASB Advisor*	1275	1275	1275	1275
Drama	1069	1069	1069	1069
Category B				
Drill Teams	965	965	965	965
Spirit Squad	965	965	965	965
Newspaper	965	965	965	965
Yearbook	965	965	965	965
Forensics	965	965	965	965
Dance	965	965	965	965
Category C				
Culinary Arts - with Catering	465	465	465	465
ASB Advisor (Monterey)	465	465	465	465
CSF Sponsor	465	465	465	465
Mock Trial	465	465		

Middle School Level Only

	November	February	April	June
ASB Advisor	614	614	614	614
Newspaper	465	465	465	465
Yearbook	465	465	465	465
Drama	514	514	514	514
Vocal Music	614	614	614	614
Instrumental Music	614	614	614	614
Spirit Squad	465	465	465	465
CJSF Sponsor	383	383	383	383
Culinary Arts - with Catering	465	465	465	465

Elementary School Level Only

	November	February	April	June
Chorus	307	307	307	307

All Levels (Site funded)

	November	February	April	June
Club Advisor*	356**	356**	356**	356**

*Or portion thereof

BURBANK UNIFIED SCHOOL DISTRICT

CERTIFICATED PAY SCHEDULE FOR HOURLY OR SPECIAL ASSIGNMENTS

Effective July 1, 2021

School Playgrounds	Hourly Rate
After-school Playground Leader	
Middle School-Credential required	$18.80
High School- Credential required	$18.80
Summer Recreation	
Walk-on Coach I - Credential required	minimum wage
Walk-on Coach II - Credential required	$18.80

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 2, 2022
SUBJECT:	Approval of the 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Background:
The Burbank Teachers Association and the District have tentatively agreed to a 2021-2022 Amendment to the Agreement. The Association and the District have agreed to the attached signed Articles. BTA has informed the District that the Association ratified this Tentative Agreement on May 13, 2022.

Discussion/Issues:
Sarah Niemann, Assistant Superintendent, Human Resources Services, will discuss the Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association. In accordance with the AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated Amendment to the Agreement does not negatively impact the District's financial condition.

The public will have an opportunity for input at a Public Hearing held prior to the Board of Education ratification vote. Pursuant to the public disclosure requirements of Government Code section 3547.5, the following is a summary of the signed Tentative Agreements and changes recommended to the previous Agreement and, where applicable, their additional costs to the District.

Fiscal Impact:
The financial implications to this Agreement are stated on the AB1200.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the negotiated 2021-2022 Negotiated Amendment to the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

Los Angeles County Office of Education
Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Burbank Unified School District
Name of Bargaining Unit:	Burbank Teachers Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning: July 1, 2021 (date) and ending: June 30, 2022 (date)

The Governing Board will act upon this agreement on: June 2, 2022 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2021-22	Year 2 Increase/(Decrease) 2022-23	Year 3 Increase/(Decrease) 2023-24
1.	**Salary Schedule** Including Step and Column	$ 64,247,623	$ 3,302,382		
			5.14%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 9,143,358	$ 735,439		
			8.04%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 8,337,039	$ 95,760	$ 191,520	$ 287,280
			1.15%	2.27%	3.33%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 81,728,020	$ 4,133,581	$ 191,520	$ 287,280
			5.06%	0.22%	0.33%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	792.25			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 103,159	$ 5,218	$ 242	$ 363
			5.06%	0.22%	0.33%

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The negotiated percentage change was an on schedule 5% compensation increase in year 1.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

N/A

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
    If yes, please describe the cap amount.

The cap was $12,000. It was re-negotiated and now the cap is $12,120. The following two years thereafter, the maximum annual employer contribution shall be increased by 1% over the maximum contribution from the

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Please see attached articles 9,11,13, 31, site schedule change waiver MOU, MOU Modification of Exhibit A-2 section 1, BTA president release time, COVID MOU and MOU class coverage by TOSAs

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Compensataion, Benefits and 2 additional articles can be re-opened each year unless parties mutually agree upon opening more

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund - Unrestricted and Restricted, Fund 11 and Fund 12

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

General Fund - Unrestricted and Restricted, Fund 11 and Fund 12

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Not a multi-year agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 145,662,245		$ -	$ 145,662,245
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 2,972,044		$ -	$ 2,972,044
Other Local Revenue	8600-8799	$ 2,056,020		$ -	$ 2,056,020
TOTAL REVENUES		$ 150,690,309		$ -	$ 150,690,309
EXPENDITURES					
Certificated Salaries	1000-1999	$ 56,167,664	$ 2,445,493		$ 58,613,157
Classified Salaries	2000-2999	$ 16,642,780			$ 16,642,780
Employee Benefits	3000-3999	$ 26,931,151	$ 640,372		$ 27,571,523
Books and Supplies	4000-4999	$ 4,511,044		$ -	$ 4,511,044
Services and Other Operating Expenditures	5000-5999	$ 10,714,534		$ -	$ 10,714,534
Capital Outlay	6000-6999	$ 101,334		$ -	$ 101,334
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086		$ -	$ 1,609,086
Transfers of Indirect Costs	7300-7399	$ (2,365,658)		$ -	$ (2,365,658)
TOTAL EXPENDITURES		$ 114,311,935	$ 3,085,865	$ -	$ 117,397,800
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ -	$ -	$ 354,062
Contributions	8980-8999	$ (27,030,511)	$ (576,532)	$ -	$ (27,607,043)
OPERATING SURPLUS (DEFICIT)*		$ 8,993,801	$ (3,662,397)	$ -	$ 5,331,404
BEGINNING FUND BALANCE	9791	$ 18,421,717			$ 18,421,717
Audit Adjustments/Other Restatements	9793/9795				$ -
ENDING FUND BALANCE		$ 27,415,518	$ (3,662,397)	$ -	$ 23,753,121
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780		$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ -	$ -	$ 23,653,061
Unassigned/Unappropriated Amount	9790	$ 3,662,397	$ (3,662,397)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 26,676,638		$ -	$ 26,676,638
Other State Revenue	8300-8599	$ 28,374,738		$ -	$ 28,374,738
Other Local Revenue	8600-8799	$ 6,072,856		$ -	$ 6,072,856
TOTAL REVENUES		$ 61,124,232		$ -	$ 61,124,232
EXPENDITURES					
Certificated Salaries	1000-1999	$ 19,933,871	$ 797,502	$ -	$ 20,731,373
Classified Salaries	2000-2999	$ 13,768,416		$ -	$ 13,768,416
Employee Benefits	3000-3999	$ 12,769,947	$ 177,603	$ -	$ 12,947,550
Books and Supplies	4000-4999	$ 17,762,627		$ -	$ 17,762,627
Services and Other Operating Expenditures	5000-5999	$ 21,996,075		$ -	$ 21,996,075
Capital Outlay	6000-6999	$ 1,012,354		$ -	$ 1,012,354
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,052,542		$ -	$ 1,052,542
Transfers of Indirect Costs	7300-7399	$ 1,853,793		$ -	$ 1,853,793
TOTAL EXPENDITURES		$ 90,149,625	$ 975,105	$ -	$ 91,124,730
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ 27,030,511	$ 576,532	$ -	$ 27,607,043
OPERATING SURPLUS (DEFICIT)*		$ (1,994,882)	$ (398,573)	$ -	$ (2,393,455)
BEGINNING FUND BALANCE	9791	$ 9,899,360			$ 9,899,360
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 7,904,478	$ (398,573)	$ -	$ 7,505,905
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 7,505,905	$ -	$ -	$ 7,505,905
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 398,573	$ (398,573)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 145,662,245		$ -	$ 145,662,245
Federal Revenue	8100-8299	$ 26,676,638		$ -	$ 26,676,638
Other State Revenue	8300-8599	$ 31,346,782		$ -	$ 31,346,782
Other Local Revenue	8600-8799	$ 8,128,876		$ -	$ 8,128,876
TOTAL REVENUES		$ 211,814,541		$ -	$ 211,814,541
EXPENDITURES					
Certificated Salaries	1000-1999	$ 76,101,535	$ 3,242,995	$ -	$ 79,344,530
Classified Salaries	2000-2999	$ 30,411,196	$ -	$ -	$ 30,411,196
Employee Benefits	3000-3999	$ 39,701,098	$ 817,975	$ -	$ 40,519,073
Books and Supplies	4000-4999	$ 22,273,671		$ -	$ 22,273,671
Services and Other Operating Expenditures	5000-5999	$ 32,710,609		$ -	$ 32,710,609
Capital Outlay	6000-6999	$ 1,113,688		$ -	$ 1,113,688
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 2,661,628		$ -	$ 2,661,628
Transfers of Indirect Costs	7300-7399	$ (511,865)		$ -	$ (511,865)
TOTAL EXPENDITURES		$ 204,461,560	$ 4,060,970	$ -	$ 208,522,530
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ -	$ -	$ 354,062
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 6,998,919	$ (4,060,970)	$ -	$ 2,937,949
BEGINNING FUND BALANCE	9791	$ 28,321,077			$ 28,321,077
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 35,319,996	$ (4,060,970)	$ -	$ 31,259,026
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740	$ 7,505,905	$ -	$ -	$ 7,505,905
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ -	$ -	$ 23,653,061
Unassigned/Unappropriated Amount	9790	$ 4,060,970	$ (4,060,970)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 268,139		$ -	$ 268,139
Other State Revenue	8300-8599	$ 3,891,484		$ -	$ 3,891,484
Other Local Revenue	8600-8799	$ 165,912		$ -	$ 165,912
TOTAL REVENUES		$ 4,325,535		$ -	$ 4,325,535
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,540,993	$ 14,558	$ -	$ 1,555,551
Classified Salaries	2000-2999	$ 588,980	$ -	$ -	$ 588,980
Employee Benefits	3000-3999	$ 737,834	$ 3,242	$ -	$ 741,076
Books and Supplies	4000-4999	$ 308,586		$ -	$ 308,586
Services and Other Operating Expenditures	5000-5999	$ 190,750		$ -	$ 190,750
Capital Outlay	6000-6999	$ 95,400		$ -	$ 95,400
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 160,287		$ -	$ 160,287
TOTAL EXPENDITURES		$ 3,622,830	$ 17,800	$ -	$ 3,640,630
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 702,705	$ (17,800)	$ -	$ 684,905
BEGINNING FUND BALANCE	9791	$ 3,219,530			$ 3,219,530
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,922,235	$ (17,800)	$ -	$ 3,904,435
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 1,341,350	$ -	$ -	$ 1,341,350
Committed	9750-9760	$ 2,563,085	$ -	$ -	$ 2,563,085
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 17,800	$ (17,800)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 261,523		$ -	$ 261,523
Other State Revenue	8300-8599	$ 694,523		$ -	$ 694,523
Other Local Revenue	8600-8799	$ 2,715,201		$ -	$ 2,715,201
TOTAL REVENUES		$ 3,671,247		$ -	$ 3,671,247
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,209,903	$ 44,828	$ -	$ 1,254,731
Classified Salaries	2000-2999	$ 1,015,096	$ -	$ -	$ 1,015,096
Employee Benefits	3000-3999	$ 991,873	$ 9,983	$ -	$ 1,001,856
Books and Supplies	4000-4999	$ 184,874		$ -	$ 184,874
Services and Other Operating Expenditures	5000-5999	$ (104,866)		$ -	$ (104,866)
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 205,817		$ -	$ 205,817
TOTAL EXPENDITURES		$ 3,502,697	$ 54,811	$ -	$ 3,557,508
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 354,062	$ -	$ -	$ 354,062
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 522,612	$ (54,811)	$ -	$ 467,801
BEGINNING FUND BALANCE	9791	$ 137,207			$ 137,207
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 659,819	$ (54,811)	$ -	$ 605,008
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 605,008	$ -	$ -	$ 605,008
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 54,811	$ (54,811)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____
Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:
Bargaining Unit: Burbank Teachers Association

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/17/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Burbank Unified School District
Burbank Teachers Association

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4g: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4h: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Additional Comments:

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Burbank Teachers Association

	Object Code	2021-22 Total Revised Budget After Settlement	2022-23 First Subsequent Year After Settlement	2023-24 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 145,662,245	$ 147,150,894	$ 149,248,159
Federal Revenue	8100-8299	$ -	$ -	$ -
Other State Revenue	8300-8599	$ 2,972,044	$ 3,059,359	$ 3,047,392
Other Local Revenue	8600-8799	$ 2,056,020	$ 257,987	$ 257,987
TOTAL REVENUES		$ 150,690,309	$ 150,468,240	$ 152,553,538
EXPENDITURES				
Certificated Salaries	1000-1999	$ 58,613,157	$ 64,018,687	$ 68,395,576
Classified Salaries	2000-2999	$ 16,642,780	$ 16,885,414	$ 17,036,380
Employee Benefits	3000-3999	$ 27,571,523	$ 31,115,120	$ 32,540,870
Books and Supplies	4000-4999	$ 4,511,044	$ 2,183,327	$ 2,066,643
Services and Other Operating Expenditures	5000-5999	$ 10,714,534	$ 9,348,148	$ 9,369,235
Capital Outlay	6000-6999	$ 101,334	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086	$ 1,680,086	$ 1,751,086
Transfers of Indirect Costs	7300-7399	$ (2,365,658)	$ (1,215,117)	$ (1,162,666)
Other Adjustments				$ (4,500,000)
TOTAL EXPENDITURES		$ 117,397,800	$ 124,015,663	$ 125,497,123
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ 150,000	$ 150,000
Contributions	8980-8999	$ (27,607,043)	$ (31,261,487)	$ (32,937,372)
OPERATING SURPLUS (DEFICIT)*		$ 5,331,404	$ (4,958,910)	$ (6,030,957)
BEGINNING FUND BALANCE	9791	$ 18,421,717	$ 23,753,121	$ 18,794,211
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 23,753,121	$ 18,794,211	$ 12,763,254
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ -	$ 7,634,329	$ 7,253,518
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ 11,059,822	$ 5,409,676
Unassigned/Unappropriated Amount	9790	$ -	$ (0)	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: Burbank Teachers Association

	Object Code	2021-22 Total Revised Budget After Settlement	2022-23 First Subsequent Year After Settlement	2023-24 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 26,676,638	$ 5,862,240	$ 5,862,240
Other State Revenue	8300-8599	$ 28,374,738	$ 13,692,263	$ 14,032,960
Other Local Revenue	8600-8799	$ 6,072,856	$ 1,952,867	$ 1,952,867
TOTAL REVENUES		$ 61,124,232	$ 21,507,370	$ 21,848,067
EXPENDITURES				
Certificated Salaries	1000-1999	$ 20,731,373	$ 16,252,464	$ 14,664,011
Classified Salaries	2000-2999	$ 13,768,416	$ 11,485,708	$ 11,566,825
Employee Benefits	3000-3999	$ 12,947,550	$ 11,530,890	$ 11,382,843
Books and Supplies	4000-4999	$ 17,762,627	$ 5,596,507	$ 2,643,181
Services and Other Operating Expenditures	5000-5999	$ 21,996,075	$ 13,653,398	$ 12,825,237
Capital Outlay	6000-6999	$ 1,012,354	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,052,542	$ 1,052,542	$ 1,052,542
Transfers of Indirect Costs	7300-7399	$ 1,853,793	$ 703,252	$ 650,802
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 91,124,730	$ 60,274,761	$ 54,785,442
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 27,607,043	$ 31,261,487	$ 32,937,374
OPERATING SURPLUS (DEFICIT)*		$ (2,393,455)	$ (7,505,905)	$ (0)
BEGINNING FUND BALANCE	9791	$ 9,899,360	$ 7,505,905	$ 0
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 7,505,905	$ 0	$ 0
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 7,505,905	$ -	$ -
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ 0	$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Burbank Teachers Association

	Object Code	2021-22 Total Revised Budget After Settlement	2022-23 First Subsequent Year After Settlement	2023-24 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 145,662,245	$ 147,150,894	$ 149,248,159
Federal Revenue	8100-8299	$ 26,676,638	$ 5,862,240	$ 5,862,240
Other State Revenue	8300-8599	$ 31,346,782	$ 16,751,622	$ 17,080,352
Other Local Revenue	8600-8799	$ 8,128,876	$ 2,210,854	$ 2,210,854
TOTAL REVENUES		$ 211,814,541	$ 171,975,610	$ 174,401,605
EXPENDITURES				
Certificated Salaries	1000-1999	$ 79,344,530	$ 80,271,150	$ 83,059,587
Classified Salaries	2000-2999	$ 30,411,196	$ 28,371,122	$ 28,603,204
Employee Benefits	3000-3999	$ 40,519,073	$ 42,646,010	$ 43,923,713
Books and Supplies	4000-4999	$ 22,273,671	$ 7,779,834	$ 4,709,824
Services and Other Operating Expenditures	5000-5999	$ 32,710,609	$ 23,001,546	$ 22,194,472
Capital Outlay	6000-6999	$ 1,113,688	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 2,661,628	$ 2,732,628	$ 2,803,628
Transfers of Indirect Costs	7300-7399	$ (511,865)	$ (511,865)	$ (511,864)
Other Adjustments			$ -	$ (4,500,000)
TOTAL EXPENDITURES		$ 208,522,530	$ 184,290,425	$ 180,282,565
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 354,062	$ 150,000	$ 150,000
Contributions	8980-8999	$ -	$ -	$ 2
OPERATING SURPLUS (DEFICIT)*		$ 2,937,949	$ (12,464,815)	$ (6,030,957)
BEGINNING FUND BALANCE	9791	$ 28,321,077	$ 31,259,026	$ 18,794,211
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 31,259,026	$ 18,794,211	$ 12,763,254
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740	$ 7,505,905	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ -	$ 7,634,329	$ 7,253,518
Reserve for Economic Uncertainties	9789	$ 23,653,061	$ 11,059,822	$ 5,409,676
Unassigned/Unappropriated Amount	9790	$ -	$ 0	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Burbank Unified School District
Burbank Teachers Association

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 208,876,592	$ 184,440,425	$ 180,432,565
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 208,876,592	$ 184,440,425	$ 180,432,565
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 6,266,298	$ 5,533,213	$ 5,412,977

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 23,653,061	$ 11,059,822	$ 5,409,676
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ (0)	$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 23,653,061	$ 11,059,822	$ 5,409,676
f.	Reserve for Economic Uncertainties Percentage	11.32%	6.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2021-22	Yes	X	No	
2022-23	Yes	X	No	
2023-24	Yes	X	No	

4. If no, how do you plan to restore your reserves?

5. **Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	4,133,581
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(4,060,970)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	(17,800)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	(54,811)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(4,133,581)
	Variance	$ -

Variance Explanation:

6. **Will this agreement create or increase deficit financing in the current or subsequent years?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$ 6,998,919	3.4%	
Current FY Surplus/(Deficit) after settlement(s)?	$ 2,937,949	1.4%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (12,464,815)	(6.8%)	Special Education & STRS/PERS
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (6,030,957)	(3.3%)	Special Education & STRS/PERS

Deficit Reduction Plan (as necessary):
We will continue to monitor and review Special Education costs, our declining enrollment and STRS & PERS increases each year. We have a plan in place that, depending on the governors budget and trailer bills, will be implemented.

7. **Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	$ -	
1st Subsequent FY Restricted, Page 5b	$ -	
2nd Subsequent FY Unrestricted, Page 5a	$ (4,500,000)	
2nd Subsequent FY Restricted, Page 5b	$ -	

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the _____ District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from _____ to _____.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 4,133,581
Ending Balance(s) Increase/(Decrease)	$ (4,133,581)

Subsequent Years

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ -
Ending Balance(s) Increase/(Decrease)	$ -

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

✓ I hereby certify ____ I am unable to certify

_____ 5/17/22

District Superintendent **Date**

(Signature)

✓ I hereby certify ____ I am unable to certify

_____ 5/17/22

Chief Business Official **Date**

(Signature)

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Burbank Unified School District
Burbank Teachers Association

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:
Please see attached MYP and narrative from second interim 2021-22 detailing assumptions and showing the set aside for BTA 5% and health and welfare increase

Concerns regarding affordability of agreement in subsequent years (if any):

K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Burbank Unified School District
District Name

District Superintendent
(Signature)

Date

Alyssa Low Director of Fiscal Services
Contact Person

818-729-4450
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 2, 2022 took action to approve the proposed agreement with the Burbank Teachers Assocation Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

MEMORADNUM OF UNDERSTANDING
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION
REGARDING SUMMER SCHOOL OF 2022
March 11, 2022

The Burbank Unified School District (District) and the Burbank Teachers Association (Association) jointly known as the Parties (Parties) enter into this Memorandum of Understanding (MOU) regarding a stipend as it pertains to the need for a larger summer school program due to Learning Loss.

The provisions of this MOU shall be in addition to the compensation already outlined in the Collective Bargaining Agreement.

1. Summer School Learning Loss Stipend:

The Parties understand the need to operate a large-scale summer school program due to increased demand for credit recovery and the need to maintain small class sizes due to health regulations. The Parties agree to a pay any teacher who is selected to teach summer school a Learning Loss Stipend of one-thousand, five hundred dollars ($1,500) in a one-time payment in additional to their summer school rate. This stipend shall be paid at the end of the summer school term.

The stipend agreed upon in this MOU is strictly related to challenges created by COVID and are not precedent setting for future stipends.

FOR THE ASSOCIATION: 3/4/22
3-11-22

FOR THE DISTRICT: 3/11/22

Tentative Agreement Between
Burbank Teachers Association
And the
Burbank Unified School District

This agreement is meant to standardize procedures and ensure significant support for potential full year, daily bell schedule and master schedule site schedule changes. Any BTA member working full time at a Burbank Unified School District (BUSD) site may apply to the Burbank Teachers Association for a site schedule change waiver(s) to the existing Collective Bargaining Agreement (CBA).

Procedure

1. Any BTA member may submit a Waiver Proposal after approval from site and district administrators. In addition, a site administrator may submit a proposal for BTA to review.
2. BTA Site reps shall schedule a meeting date with all site bargaining unit members to discuss the application for proposed change to a schedule. The waiver must be submitted by the middle of February to the site and BTA. This meeting will take place by the end of February. The voting will take place by April 1.
    a. Site reps will inform the BTA Executive Board so that Site reps or their designee shall attend such a meeting.
    b. Due to privacy considerations, BTA will have the opportunity to meet with members one time without administrators present.
3. At least three work weeks prior to the site vote, all BTA members at said site shall be given a copy of the proposal or can go to the BTA website to see a copy of the waiver and there shall be a separate vote on the proposed schedule through Simply Voting or other secure online system chosen by BTA.
4. Administrators shall schedule meetings with CSEA members and parents to discuss the application for proposed changes to the schedule. These meetings will take place by the end of February. Site administrators will survey CSEA and parents. The survey will take place no later than March 7.
5. The elections chair will conduct a secret ballot election among all BTA members at the worksite online through Simply Voting or other secure online system chosen by BTA. For proposals that contain multiple changes to the schedule that each serve a fundamentally different purpose, each schedule change must be voted on separately. Only the changes that receive the necessary number of yes votes will take effect. The results of the vote must be provided to site administration no later than one (1) school day after the voting window ends.
6. A minimum of sixty-six per cent (66%) approval or vote of yes of the total BTA membership at the site is required to pass the proposal. Less than 66% voids the application for a proposed change in schedule. If a member is on a leave, they have a right to vote on the MOU. If a member on leave chooses not to vote, then they are not counted in the vote total.
7. All waivers shall be for one (1) school year. Using the same voting method, sites will vote yearly on continuing the schedule change. The schedule change MOU will be

mailed to BTA and the elections chair at least two weeks prior to April 1st in order to schedule a vote by April 1st. After the completion of the third year, using the same voting procedures, the site will vote to keep the schedule permanent or to revert back to their original schedule.

8. Any such proposal is subject to approval of both the BTA Executive Board and BUSD Board of Education before taking effect. Schedule changes shall be presented to the Board no later than the first board meeting in May.
9. For any waiver proposals effective the 2022-2023 school year, timeline extensions for the waiver process may be granted by mutual agreement between BTA and the District.
10. This MOU will remain in effect until June 30, 2023

For BTA

3/11/22

3-11-22

For the District

3/11/22

Tentative Agreement

between

Burbank Teachers Association

and

Burbank Unified School District

February 25, 2022

ARTICLE 7: WAGES

7.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A-1 through H as included in the APPENDICES of this Agreement, in accordance with the rules and regulations for the implementation of such salary schedules, wages, and pay rates as also set forth in said attached EXHIBITS A-1 through H.

7.2 **Effective retroactive to July 1, ~~2018~~ 2021, the following salary schedules shall receive a 5.0% increase.**

- A-1 Certificated Bargaining Unit
- A-1NC Non-credentialed Certificated Bargaining Unit
- A-1R Retired Certificated Bargaining Unit Members
- B-1 Children's Center Teachers Monthly
- C Coaching Services
- D-1 Adult Education Certificated Hourly Program Coordinator
- D-3 Adult Education Resource teacher and Evening Program Coordinator
- E Regional Occupational Program Hourly
- F Miscellaneous Hourly Rate
- G Extra Compensation for Co/Extracurricular Activities
- H Certificated Pay Schedule for Hourly or Special Assignment

7.3 For unit members employed on or after July 1, 2005, Columns I and II of Schedules A-1 and A-1-NC are truncated at step 5, and Column III is truncated at step 10. Advancement below the truncation is available only to unit members hired before July 1, 2005.

7.4 Notwithstanding any law to the contrary, retroactive checks shall be issued to unit members no later than sixty (60) days of ratification of this agreement.

7.5 Effective July 1, 2019, counselors shall be on the same pay schedule as the rest of the bargaining unit. This transition shall not result in a loss of pay and shall not impact STRS retirement credit.

FOR THE ASSOCIATION:

Date: 2/25/22

FOR THE DISTRICT:

Date: 2/25/22

Tentative Agreement

between

Burbank Teachers Association

and

Burbank Unified School District

February 25, 2022

ARTICLE 8: HEALTH AND WELFARE BENEFITS

8.1 Unit members shall be eligible for the health and welfare benefits herein described in accordance with the following provisions:

8.1.1 Effective January 1, ~~2014~~ 2022, the District shall contribute up to ~~$11,000~~ $12,120 per plan year ["District Contribution"] toward the cost of medical benefits for full time TK-12 unit members, full time Children's Centers instructors, and all job-sharing, bargaining-unit members whose partner waives his/her right to District-paid contributions, pursuant to Article 28.1.3.6. **Commencing January 1, 2023,** and ~~each year~~ the following two years **thereafter, the maximum annual employer contribution shall be increased by 1% over the maximum contribution from the previous year.**

~~8.1.1.1 Effective July 1, 2016 or upon ratification of the Agreement, whichever comes later; the above annual maximum contribution shall be increased by $500. Effective January 1, 2017, the above annual maximum contribution shall be increased by an additional $500, which will increase the above annual maximum contribution to $12,000.~~

8.1.1.2 An active unit member whose spouse is also an employee of the District, and eligible to receive a District contribution toward medical insurance, may combine benefit contributions to purchase any PERS medical insurance plan provided that only one employee is identified as the subscriber and the District contribution for each individual employee does not exceed the premium for such medical insurance plan.

8.1.2 Payments for medical benefits by the District shall be prorated for part-time employees, other than hourly.

8.1.3 Adult School and ROP Teachers

Adult school and ROP teachers who are employed and working:

(a) less than twelve (12) hours per week as of the first full week in October and the first full week in March in a contract year are not eligible for medical benefits.

(b) twelve (12) or more hours per week but less than twenty (20) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.

(c) twenty (20) or more hours per week but less than thirty (30) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for seventy-five percent (75%) of the District Contribution toward medical benefits.

(d) thirty (30) or more hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for one hundred percent (100%) of the District Contribution toward medical benefits.

8.1.4 Home teachers shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.

8.2 A member of the bargaining unit who attains age 55 and retires from active service under the State Teachers' Retirement System or Public Employees' Retirement System provisions may continue on the District's health plan until age 65. To be eligible for coverage, a member of the bargaining unit must have completed not less than fifteen (15) years of continuous service in the District, and must retire from active service in the District.

For retirees who meet the restrictions and eligibility requirements as set forth in the paragraph above, the District shall pay one hundred percent (100%) of the contribution currently being paid for employee only, medical insurance only. Coverage is subject to the conditions and provisions of the District's insurance program and is limited to group medical plans.

8.2.1 After exhaustion of retiree health benefits under Article 8.2, and for retirees who do not qualify for benefits under Article 8.2, the retirees desiring to purchase medical benefits may do so by paying to the District, or any third party designated by the District, the full cost of such benefits in accordance with District procedures.

8.3 During the term of this Agreement, and pending a conclusion of negotiations on any successor Agreement, if the District expands its current participation in self-funded program(s) to include life or medical protection, such expansion shall not result in any benefit modification or increase in employee contribution unless otherwise negotiated by the parties.

8.4 DENTAL, VISION, LIFE, AND EMPLOYEE ASSISTANCE
For full time unit members, the District shall contribute the full cost of employee only Dental, Vision, Life, and Employee Assistance. The District contribution for these benefits shall be prorated for eligible part-time employees consistent with Articles 8.1.2, 8.1.3, and 8.1.4.

8.5 PRE-TAX EARNINGS

Employee contributions for benefits provided for as per Section 125 (Flexible Benefits) of the IRS Code are to be paid at employee's option with pre-tax earnings. Employee selection of this option shall be made available during the open enrollment period.

8.6 The District shall provide eligible unit members with an opportunity to enroll in available group health, dental, vision, and life insurance programs as shown in Exhibit I.

8.7 It is agreed and understood that unit members on unpaid leave may continue to participate in any of the health and welfare benefits plans available to them throughout the District by making prompt payments for said benefits to the District for transmittal to the benefits carriers, but only to the extent that the benefit carriers for the District approve and permit such participation by unpaid leave status employees of this District.

8.8 DOMESTIC PARTNERS

Effective January 1, 2004, the term "spouse" for the purposes of dependent health and welfare benefit coverage shall include "domestic partners" under the following conditions:

1. The two partners shall have registered their domestic partnership by the filing of a Declaration of Domestic Partnership with the Secretary of State of the state of California;
2. A copy of the Declaration of Domestic Partnership bearing the acknowledgment of receipt by the Secretary of State shall be presented to the District within thirty (30) days of registration with the Secretary of State and/or during open enrollment.
3. Within thirty (30) days of the termination of the domestic partnership in accordance with section 299 of the Family Code, the unit member shall notify the District of such termination in which case coverage for the former domestic partner shall cease on the last day of the month during which the District is notified of such termination.

FOR THE ASSOCIATION:

Date: 2/25/22

FOR THE DISTRICT:

Date: 2/25/22

TENTATIVE AGREEMENT
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION

ARTICLE 9: HOURS OF EMPLOYMENT

9.1 Purpose

9.1.1 A major purpose of the Article is to allow the District to take full advantage of the incentives contained in Education Code Sections 46200 through 46203 added by SB 813 (1983), Chapter 498 of the Statutes of 1983. The District may take action to ensure that it can provide in any year the minimum number of days and instructional minutes to take full advantage of the incentives in these statutes. The parties also understand and agree that Chapter 498 of the Statutes of 1983 has amended Education Code Sections 46142, 46144, 46145, and 46147. It is the intent of the District and the Association to comply fully with Education Code Sections 46141 through 46147. It also is the intent of the parties to offer no less instructional time in any year than the amount of instructional time fixed for the 1982-83 school year (Education Code 46202).

9.2 Instructional Days

9.2.1 There will be a total of 180 instructional days at all instructional levels in the regular TK-12 program of the District. The total number of workdays, instructional and non-instructional, in the regular work year for the full-time employees in this bargaining unit, except Children's Centers teachers, shall be 187 days. See Exhibits J-1 and J-3.

9.2.2 The work year for high school counselors, including the continuation high school counselor, shall be fifteen (15) days in addition to the regular work year. The work year for middle school counselors shall be six (6) days in addition to the regular work year. The number of work days for counselors may be increased by mutual agreement of the District and the Association. The work year for the head nurse shall be four (4) days in addition to the regular work year.

9.2.3 Nurses may be requested to work during pre-registration days at the discretion of the District.

9.3 Instructional Minutes

9.3.1 The District has exclusive discretion to schedule a beginning and ending of the instructional day consistent with provisions of this Article.

9.3.2 The normal regularly assigned on-site hours for elementary (TK-5) full-time classroom teachers, special teachers, and long-term substitutes shall be from 8:00 a.m. to 3:00 p.m. and shall include a forty-three (43) minute duty-free lunch period, with the exception that the normal regularly assigned on-site duty hours for Kindergarten teachers in an a.m./p.m. configuration shall be scheduled within the hours of 7:00 a.m. to 4:00 p.m. in consensus with the teacher partner. The schedule shall be submitted to the site principal.

There shall be no fewer than 18,382 instructional minutes per year at the Extended Transitional Kindergarten level. There shall be no fewer than 46,260 instructional minutes per year at the Transitional Kindergarten level. There shall be no fewer than 36,360 instructional minutes per year at the Kindergarten level.504

For grades 1-2 with divided opening, there shall be no fewer than 48,264 instructional minutes per student and no fewer than 55,914 total teacher contact minutes encompassing both early and late student groups. For grades **1-2**3 without divided opening, there shall be no fewer than 51,060 instructional minutes per student. There shall be no fewer than 54,410 minutes for grades ~~3~~**4-5**. The School Site Council shall, by May 1st of each year, determine the school schedule preference for the following school year from the list of options in Exhibit K-1 subject to the following conditions: a) schools that operate under Option 1 of Exhibit K-1 may select Option 2 of Exhibit K-1 and retain for one (1) year the right to return to Option 1 of Exhibit K-1 for the subsequent school year, or b) schools that operate under Option 2 of Exhibit K-1 may not select Option 1 of Exhibit K-1 without the prior approval of the Board of Education. Exhibit K-1 includes the number of required instructional minutes for grades 1-2**3**dependent upon the site option selected.

9.3.2.1 There shall be shortened day schedules on every Tuesday. Fourteen (14) shortened days each year shall be designated as elementary planning days on which there shall be no District or site meetings at which attendance by elementary teachers is required. **Three (3) of those fourteen (14) Tuesdays will be scheduled on the Tuesdays before report cards are due.** Up to four (4) of the fourteen (14) days may be scheduled for meetings, as needed, by mutual agreement of site administration and site faculty. In no event shall there be fewer than ten (10) shortened days for independent planning. The site administration, in collaboration with the site certificated staff, shall determine the dates, content, and schedule of these days.

9.3.2.2 At grades 1-2 with divided opening, a regular instructional day shall be no fewer than 282 minutes, a shortened instructional day shall be

no fewer than 270 instructional minutes, and a minimum instructional day shall be no fewer than 230 instructional minutes.

9.3.2.3 At grades 1-~~2~~3 without divided opening, a regular instructional day shall be no fewer than 292 minutes, a shortened instructional day shall be no fewer than 270 instructional minutes, and a minimum instructional day shall be no fewer than 230 instructional minutes.

9.3.2.4 At grades ~~3~~, 4 and 5 a regular instructional day shall be no fewer than 317 minutes, a shortened instructional day shall be no fewer than 270 minutes, and a minimum instructional day shall be no fewer than 240 minutes.

9.3.3 The normal regularly assigned on-site hours for middle school (grades 6-8) full-time classroom teachers, special teachers, and long term substitutes shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. There shall be no fewer than 63,525 instructional minutes per year for grades 6-8. See Exhibit K-2.

9.3.3.1 Subject to approval by the District and the Association, all three middle schools shall be dismissed each Tuesday at 2:15 p.m. for staff collaboration and articulation. Teachers shall have a minimum of three (3) Tuesdays per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by middle school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration in collaboration with department chairs, shall determine the dates, content, and schedule of these days. In addition, if there is mutual agreement between the site administration, faculty chairperson and department chairs, additional independent planning days in lieu of meeting days may be added on an annual basis.

9.3.4 The normal regularly assigned on-site hours for high school (grades 9-12) full-time classroom teachers, special teachers, and long-term substitutes shall be from ~~7:50~~ 8:20 a.m. to ~~3:00~~ 30 p.m. and shall include a forty (40) minute duty-free lunch period. For high school teachers who teach a " zero period" class, normal regularly assigned on-site duty shall be ~~6:50~~ 7:20 a.m. to 2:~~00~~30 p.m. There shall be no fewer than 65,400 instructional minutes per year for grades 9-12. See Exhibit K-3. In the two comprehensive high schools, there shall be a practice of three (3) minimum days at the end of each semester for the purpose of administering final exams.

9.3.4.1 To allow for pupil-free staff development, staff collaboration, and articulation at the high school level, an alternative schedule may be

utilized for up to fifteen (15) days during the year. Teachers shall have a minimum of two (2) days per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by high school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration, in collaboration with department chairs, shall determine the dates, content, and schedule of these days. If a special schedule is enacted, there shall be no fewer than 65,400 instructional minutes per year for grades 9-12. In addition, if there is mutual agreement between site administration, faculty chairperson and department chairs, additional independent planning days in lieu of meetings may be added on an annual basis.

9.3.5 Each school site may develop alternative opening and closing times, consistent with the total duty hours and instructional minutes set forth herein, subject to approval by the District and the Association. Approval by the Association shall be contingent upon a majority vote by the entire faculty through the use of a secret ballot. The District, within its discretion, may adjust class schedules and remaining employee time within the duty hours described in Section 9.3.

9.4 Assignments for Middle School and High School

9.4.1 The normal classroom assignment for middle school and high school employees, within the hours of employment specified in this Article, shall consist of five instructional periods and one preparation period.

9.4.2 If the District determines there is a need, middle school and high school teachers may volunteer for regularly assigned on-site duty hours different from those specified in this Article without additional compensation provided such assignment does not exceed the total number of on-site duty hours or instructional minutes as specified in this Article.

9.4.3 When a need is deemed to exist by a middle school or high school principal for an employee to have six instructional periods and one preparation period, and such need is approved by the District, employees may be given the opportunity to volunteer for the additional class periods which may be scheduled before, during, or after the normal school day.

9.4.3.1 If more than one person volunteers, assignment will be made according to the following criteria in priority order:

(1) Possession of appropriate credentials and other state and federal accountability mandates

(2) Evidence of successful teaching experience at the grade level(s) and/or in the subject(s) applied for,

(3) Order of seniority of employment with the District.

9.4.3.2 Compensation for this additional period shall be one fifth (1/5) of the employee's daily rate.

9.4.3.3 It is the intent of this section to provide the principal with flexibility in class offerings and staffing.

9.4.4 For middle school and high school teachers with other than a regular full-time assignment, compensation, conference periods, and prorated benefits as referred to in Article 8.1.4 shall be determined as follows:

Number of Teaching Time Assignments and	Portion of Required Conference Period	% of Full-Assignment Compensation
1	1/5	20%
2	2/5	40%
3	3/5	60%
4	4/5	80%
5	1	100%
6	1 1/5	120%

9.4.4.1 With exception of the additional one-fifth (1/5) conference period of unit members who have a six period teaching assignment, all conference periods shall be taken within on-site duty time. The additional one-fifth (1/5) conference period shall be defined by the unit member with the approval of the principal.

9.4.4.2 Unit members having less than a full-time assignment and unit members teaching an additional class period may accumulate the additional preparation time for one preparation period weekly with the approval of the principal.

9.4.5 The District shall schedule a minimum of two certificated employees, one of whom shall be a site administrator, on-site during the hours of these additional class periods which may be scheduled before, during, or after the normal school day.

9.5 Extended Year: Magnolia Park School

9.5.1 Certificated employees who work at Magnolia Park School may be asked to work an extended school year in addition to the regular work year.

9.5.2 If federal and/or state laws regulating special education services require a change in employee hours, the District shall meet with the Association prior to implementing any change in employee hours.

9.5.3 The daily rate of pay for certificated unit members in the at Magnolia Park School extended session shall be at the same daily rate earned during the regular school year.

9.5.4 The number of work days in the extended session shall be determined by the District.

9.5.5 The selection of extended Magnolia Park School year teachers shall be at the discretion of the District subject to the following procedures:

(a) Positions shall first be offered to persons who hold the positions during the regular school year.

(b) Openings for extended session positions shall be posted at all worksites where certificated employees of the District are assigned.

(c) Permanent and probationary District employees will be considered for extended session positions before other candidates are considered.

(d) The District shall use the following criteria in priority order for selection from among extended session candidates:

(1) Possession of appropriate credentials.

(2) Evidence of successful teaching experience in applicable subjects and/or grade levels, with students who have special needs, is preferred.

(3) Order of seniority of employment with the District.

9.5.6 Certificated employees who work the extended year at Magnolia Park School shall earn sick leave credit in accordance with Article 13 - Leaves, and shall follow procedures outlined in Article 13 regarding leaves of absence. Sick leave earned during the extended session shall be accrued to the regular school year.

9.6 Children's Centers and Around the Bell

9.6.1 The regular work year for a 12 month Children's Centers teachers shall be 246 days, or no less than minimum number of days determined in the State Department of Education Child Development Division Contract. The regular work year for 9.5 month Around the Bell teachers shall be 193 days.

The 9.5 month Around the Bell teacher shall report to work one day before school starts. Vacation days for Children's Centers teachers are included. However, Children's Center teachers may be employed for less than 246 days, but shall be considered to be full-time for the purpose of this Article; compensation shall be based upon the number of months, or parts thereof, for which the teacher is required to work.

9.6.2 Unit members assigned to Children's Centers shall be employed for a maximum of forty (40) hours per week during the Centers' normal hours of operation, 7:00 a.m. to 6:00 p.m. In calendar years when December 24th and 31st fall on a week day, the Children's Centers shall be closed approximately one hour early. Actual hours of assignment shall be determined by the Coordinator of Child Development Programs.

9.6.2.1 Unit members who are on duty at least six (6) hours per day in the Children's Centers shall have a forty five (45) minute duty-free lunch period.

9.6.2.2 When the Coordinator requires a unit member assigned to the Children's Centers to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall receive compensation at one and one-half times the hourly equivalent of their regular salary rate. Children's Center teachers whose regular assignment is less than forty (40) hours per week shall be paid at the hourly equivalent of their regular rate of pay if the Coordinator requires them to work beyond their regularly scheduled hours, up to eight hours per day or forty hours per week, including attendance at Open House.

9.6.2.3 One-half hour preparation time is provided for Children's Center and State Funded Program unit members.

9.7 FACTS Program

9.7.1 The FACTS Teachers will attend to the students from 8:00 a.m. or when the bus arrives, until 2:00 p.m., or until they are safely on the bus. At the time when the students are gone, the FACTS teachers will be free to take a duty-free lunch. Their workday ends at 3:00 p.m.

9.8 Independent Learning Academy

9.8.1 Work day shall be seven (7) hours with a forty (40) minute duty free lunch. The assignment will be determined by the Independent Learning Academy Supervisor in collaboration with the ILA teacher **but may begin no earlier than 8:30 a.m.**

9.9 Adult School, Home Teachers and other Part-Time Employees

9.9.1 The normally assigned duty hours for a full-time Adult School Resource Teacher shall be comparable to those of a full-time classroom teacher. The scheduling of the work hours of Adult School Resource Teacher shall be done by the Director of Adult Education and may include a reasonable number of evening and night responsibilities.

9.9.2 The regular work year for permanent adult school teachers shall be 32 weeks in length. Temporary and probationary adult school teacher hours and length of semester are subject to sufficient class enrollment.

9.9.3 Adult School teaching positions are part-time positions. Assignments to these positions shall be on the basis of "assignment by the hour, pay by the hour."

9.9.4 Home teachers teaching three (3) hours per day shall receive one-half (1/2) hour of paid preparation time. Home teachers shall receive 15 minutes of paid preparation time per student per day with a maximum for any one teacher, or any student assigned to that teacher, of 60 minutes per day and a maximum of 60 minutes per week per student. Home teacher positions are part-time positions and are paid by the hour.

9.9.5 Part-time employment and assignment to any other position included within this bargaining unit shall also be on the basis of "assignment by the hour, pay by the hour."

9.9.6 There shall be no double pay for work performed in two different assignments at the same time by any employee in the bargaining unit unless specifically authorized in another provision of this agreement.

9.10 Miscellaneous Provisions

9.10.1 Unit members shall indicate their arrival at and departure from the work site based on site procedures to be developed by site administrators in collaboration with site certificated staff.

9.10.2 The District shall provide relief from or compensation for elementary yard duty supervision before school and during morning recess. Compensation shall be based upon a prorated amount of Step 1, Column 1 of Exhibit 1.

9.10.3 Kindergarten teachers teaching in an a.m./p.m. partner configuration shall provide teaching assistance to the other teacher in the classroom for a period of one (1) hour per day, on days of instruction. Kindergarten teachers not teaching in an a.m./p.m. partner configuration shall assist in another classroom and/or provide interventions for a period of one (1) hour per day on days of instruction, during normal regularly assigned on-site duty hours, or may, upon mutual agreement with the principal and all kindergarten teachers at the site, teach their own class for an additional hour as part of

the site extended day program. The extended day kindergarten program must be voted on by secret ballot by the Kindergarten teachers and shall have mutual agreement with the District annually by May 1st. The extended day kindergarten schedule shall become effective upon annual agreement of the site principal, all kindergarten teachers at the site and the Association. Extended day programs shall include a 20-minute recess and a forty-three (43) minute duty-free lunch, unless a modified day schedule (minimum day, inclement weather) is in place for that day. The provisions of Article 9.10.3 shall not apply to Kindergarten teachers teaching in a divided opening configuration.

9.10.4 Full work days of staff development activities must be at least six (6) hours in length, exclusive of lunch. The site administrator, in consultation with site staff, shall determine the length of the lunch period. However, the duty-free lunch period shall be no less than thirty (30) minutes in length. Lunch on district staff development days shall be sixty (60) minutes in length. Lunch on pupil free non- staff development days may be up to ninety (90) minutes in length, at the discretion of the unit member.

9.10.5 Assigned travel time for unit members between schools shall be work time.

9.10.6 For all full-time nurses, counselors and librarians, the equivalent on-site duty time shall be consistent with other full-time employees unless otherwise provided for in this Article. The head nurse, whose duty hours shall be 7:50 a.m. to 4:00 p.m., shall be assigned and paid as a 120% (1.2 Full-Time Equivalent) position.

9.10.7 In collaboration with the site administrator, time shall be given to Special Education teachers, for Special Education Collaboration with general education classroom teachers to work together for purposes of consultation and lesson planning and assessments.

9.10.8 The District shall provide emergency preparedness and response training annually.

9.10.9 Teachers with general education combination classes at the elementary level shall be given a total of three (3) days at their daily rate or three sub days scheduled in collaboration with the principal.

9.11 Conferences, Preparation Time, and Substitutes

9.11.1 The Conference Period of a middle school or high school teacher and the Preparation Time of an elementary or Children's Center teacher during on-site duty hours shall be a period of time provided primarily for the purpose of carrying out professional responsibilities related to preparation for classroom instruction and communication with parents teaching services and to the teaching and/or guidance of pupils. The preparation period should

not be used for District or site level meetings on a regular basis or for duties outside the regular assignment.

9.11.2 The parties acknowledge that unit members have a responsibility to confer with students and parent. Elementary teachers may offer parents of students the option of opting out of individual spring parent conferences.

9.11.3 **Elementary and Middle School** classroom teachers, Children's Centers teachers, special teachers, nurses, counselors, and school librarians shall attend required meetings and such meetings shall be no longer than ninety (90) minutes in length and/or end no later than 4:30 p.m., unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded shall be rescheduled for continuation.

High school classroom teachers, special teachers, nurses, counselors, and school librarians shall attend required meetings and such meetings shall be no longer than ninety (90) minutes in length and/or end no later than 5:00 p.m., unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded shall be rescheduled for continuation.

9.11.4 The normal regularly assigned on-site hours for elementary and middle school counselors shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. In addition, no counselor will be required to work beyond 3:15 p.m. on Fridays or any day prior to a holiday weekend.

The normal regularly assigned on-site hours for high school counselors shall be from 8:20 a.m. to 3:30 p.m. and shall include a forty (40) minute duty-free lunch period. In addition, no counselor will be required to work beyond 3:45 p.m. on Fridays or any day prior to a holiday weekend.

Counselors may work a flexible, schedule upon mutual agreement between the administrator and the counselor. Counselors required to work evening assignments other than Back to School Night and Open house shall be given equivalent flex time. No Counselors shall be required to do lunch supervision.

9.11.5 Participation of elementary or middle school bargaining unit members in Individualized Educational Program (IEP), Individual Intervention Plan (IIP), 504 Plan, Individualized Transitional Program (ITP), Student Study Team (SST) and Retention meetings shall be no longer than 90 minutes in length and/or end no later than 4:30 p.m. unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded

shall be rescheduled for continuation. The priority shall be to hold such meetings during the instructional day.

Participation of high school bargaining unit members in Individualized Educational Program (IEP), Individual Intervention Plan (IIP), 504 Plan, Individualized Transitional Program (ITP), Student Study Team (SST) and Retention meetings shall be no longer than 90 minutes in length and/or end no later 5:00 p.m. unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded shall be rescheduled for continuation. The priority shall be to hold such meetings during the instructional day.

9.11.6 It is recognized and agreed that meetings, professional activities, and professional assignments may be called or required during on-site duty hours, but meeting of classroom teachers before students are required to be at school shall not be called unless by mutual agreement of site Administration and site faculty, in order that teachers may normally have this time for preparing for the teaching day.

9.11.7 School principals and other immediate supervisors shall make provision in schools and other work areas for adequate personal relief time for classroom teachers and other unit members. Time available for this purpose may include, but not be limited to, morning nutritional periods, passing times in secondary schools, recesses, and during testing, blocks.

9.11.8 Under normal circumstances, a substitute teacher will be employed during the absence of a teacher. However, in an emergency situation, if no other supervision is available, a unit member may be required to cover another unit member's class. Management will attempt to provide such coverage equitably and will consider prior professional commitments of unit members in making such assignments.

9.11.8.1 Compensation will be paid each time a unit member covers another unit member's secondary class period at the direction of site administrator as shown in Exhibit F.

9.11.8.2 When a unit member has covered another unit member's elementary class or students from another elementary class at the direction of site administrator, compensation will be paid each time as shown in Exhibit F. When an elementary class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. Compensation will be based on Exhibit F; the hourly rate will be divided by the number of classrooms in which the students are placed.

9.11.9 ~~Third~~, Fourth and fifth grade teachers shall receive 100 minutes per week of pupil-free time with respect to ~~3rd~~, 4th and 5th grade students to which they are regularly assigned. Such pupil-free time shall commence by the 3rd academic week of the first semester of each year. The purpose of the pupil-free time is to provide ~~third~~, fourth and fifth grade teachers with additional preparation/planning time. The intent of this article is to provide planning time in blocks of not less than 30 minutes. On rainy days the regular classroom may be used for student instruction not involving the ~~3rd~~, 4th or 5th grade teacher.

9.12 Inclement Weather

9.12.1 In the event schools are closed due to inclement weather or other acts of nature, bargaining unit employees shall be released from their on-site duty hours after appropriate supervision, appropriate transportation, and/or release to parents or designated persons of their students have been accomplished.

9.12.2 On an individual school basis, at the discretion of the principal, on an "inclement weather" schedule lunch periods may be reduced to thirty (30) minutes, duty free. The "inclement weather" schedule shall be developed by the site principal in collaboration with staff with the intention of preserving the regular duty-free lunch whenever possible.

9.13 Field Trips

9.13.1 No unit member shall be mandated to chaperone or attend a field trip outside of duty hours. This includes overnight field trips.

FOR THE ASSOCIATION:

Date: 4/29/22

FOR THE DISTRICT:

Date: 4/29/22

TENTATIVE AGREEMENT

BETWEEN

BURBANK UNIFIED SCHOOL DISTRICT

AND

BURBANK TEACHERS ASSCOCIATOIN

11.3 The parties to this agreement accept and support an annualized pupil -to-classroom teacher ratio of 30.5:1. Exceptions to this ratio shall include **classes where the ratio would violate fire code maximum occupancy limits and** elementary grades TK-3 which, pursuant to California Education Code section 422238.02(d)(3)(B) and State funding by fiscal year 2020-21, shall not exceed an average pupil-to-classroom teacher ratio of 24:1. The TK-3 average pupil-to-classroom teacher ratio at each site may fluctuate higher than 24:1 prior to 2020-2021.

11.3.1. If the ratio is over 32.5:1 site average grades for grades 4 and 5, the site administrator or designee shall meet with the BTA site Rep(s) at the end of the second week of school to review the class size and attempt to find ways to address higher class sizes.

11.4 English Language Development (Self-Contained **ELA and Designated ELD)**

11.4.1. It is understood that ELD programs at elementary ~~**and middle**~~ schools may vary in size and configuration according to student needs, and that each site administration and staff will jointly develop a plan to staff those needs.

~~11.4.2 The parties agree that at the middle school secondary level, will provide ELD class sizes that shall not exceed a site average of 25:1 pupil-to-classroom teacher ratio. ratio for the entirety of the school year students per class Each teacher will be assigned an aide for the section(s). When class averages exceed that number, the District will attempt to find ways to address higher class sizes. and will attempt to find ways to address higher class sizes, and that a normal full-time ELD teaching assignment is five instructional periods.~~

11.4.2 The parties agree that normal practice at the ~~high~~ middle school level will provide ELD class sizes of approximately twenty (20) students per class with an aide and that a normal full-time ELD teaching assignment is five instructional periods. The parties recognize the fact that this target will vary according to student needs and scheduling conflicts.

11.4.3 The parties agree that normal practice at the high school level will provide ELD class sizes of approximately twenty (20) students per class with an aide and that a normal full time ELD teaching assignment is five instructional

periods. The parties recognize the fact that this target will vary according to student needs and scheduling conflicts.

~~11.4.3 The parties agree that the normal practice at the high school level will provide ELD class sizes that cap at approximately twenty (20) students per class with an aide and attempt to find ways to address higher class sizes. and that a normal full-time ELD teaching assignment is five instructional periods. The parties recognize the fact that this target will vary according to student needs and scheduling changes.~~

11.6 It is agreed and understood that each school year:

a. A joint committee consisting of the site administrator(s) and representatives of the Association shall meet during the second week of school of each semester to review class size, full-time equivalents FTE allocations, teacher **workload**, work **or lab** stations to students, and number of preparations. The joint committee shall also review the number of special education students within the general education classroom. Problems concerning these issues shall be referred to the Superintendent or designee and the Association **where they will meet in order to find solutions.**

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Date: 4/29/22

Date: 4/29/22

9-29-22

4/29/22

TENTATIVE AGREEMENT

BETWEEN

BURBANK UNIFIED SCHOOL DISTRICT

AND

BURBANK TEACHERS ASSCOCIATION

ARTICLE 31: ~~Savings Provision~~ Special Education

The Parties agree to rename Article 31 to "Special Education", to rename Article 32 "Terms of Agreement" and to incorporate "Savings Provision" and Articles 33, 34, and 35 into Article 32.

~~31.1 If any provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, and upon exhaustion or termination of judicial deemed invalid and not subsisting except to the extent permitted by law.~~

~~31.2 All other provisions of the Agreement will continue in full force and effect.~~

31.1 All language contained in this Article shall supersede any and all conflicting language contained in this Agreement. The parties agree to delete obsolete and/or conflicting language during the next successor negotiations.

31.2 District employees shall comply with applicable federal, state, and local laws and regulations in implementing the Special Education program to provide a full continuum of services, educationally appropriate to meet the students' needs.

Definitions:

Special Day Classes (SDC): Special day class is an older, but frequently used, phrase referring to a self-contained classroom with a small student to teacher ratio, in which special education students may receive SAI for the majority of their school day, if required, by their IEPs.

~~Small group classrooms (Special Day Class or "SDC") are available for all academic subjects with an Educational Specialist at McKinley, Roosevelt, Emerson and Providencia elementary schools (known as Collaborative Learning Centers or "CLC"), along with all middle and high schools. Classrooms (SDC) with Moderate to Severe Credentialed Education Specialists are at Stevenson Elementary, Washington Elementary, Bret Harte Elementary, Luther Middle School, Burbank High School and John Burroughs High School. This paragraph is not meant to restrict District programs to these specific sites, only to list where SDC is currently available. If any new sites are added, the parties agree to reopen this Article for the sole purpose of updating this paragraph.~~

31.3 Special Day Classes/Educational Specialist

31.3.1 It is recognized that the composition and size of the class enrollment in Special Day Classes (SDC) has an effect on the educational program. SDC teachers may seek review of the appropriateness of the composition and size of their classes by submitting a written request to the Director of Special Education or designee. The request shall include a specific statement of the teacher's concern and supporting documentation of attempts to address problems created by the composition and size of the class. Upon receipt of a request for review, the Director of Special Education or designee shall investigate factors relating to the teacher's request. ~~As part of the investigation, advice may be sought from a committee composed of special education teachers and support staff.~~ Within ten (10) working days of the request (fifteen (15) ~~ten (10)~~ working days during the first three weeks of school), the Director of Special Education or designee ~~shall meet and~~ shall provide the teacher with written findings and recommendations which may include class changes, if appropriate.

31.3.2 In order to better address a student population that often has significant academic, behavioral, social, and cognitive needs, the maximum class size for elementary SDCs shall be 13 ~~14~~ students on the first day of school. The District will attempt to find ways to address higher class sizes ~~midyear~~ after the third week ~~first day~~ of instruction if they occur.

31.3.3 In order to better address a student population that often has significant academic, behavioral, social, and cognitive needs, the maximum class size for secondary SDCs shall be 16 ~~18~~ students on the first day of school. The District will attempt to find ways to address higher class sizes ~~midyear~~ after the third week ~~first day~~ of instruction if they occur.

31.3.4 All Special Day Classes, beginning with second grade, shall be limited to no more than two (2) consecutive grade levels. If a teacher must take three (3) grade levels, then they will receive a stipend equal to the elementary general education combination classes stipend. ~~Students enroll in Special Day Classes shall be provided with an educational program for the same length of time as the regular school day for a chronological peer group unless otherwise authorized and indicated on the Individualized Education Program (California Education Code, Title 5, Section 3434).~~

31.3.5 All Elementary and Middle School Special Day Classes that have at least ten (10) students shall ~~have~~ be assigned a minimum of one (1) instructional aide. ~~at all times during the instructional day without encroachment.~~

All High School Special Day Classes that have at least twelve (12 students) shall ~~have~~ be assigned a minimum of one (1) instructional aide. ~~at all times during the instructional day without encroachment.~~

31.3.6 All ~~elementary~~ SDC teachers shall be provided planning time equivalent to the amount of planning time that grade level general education teachers have for the purpose of academic planning and shall choose up to ~~five (5)~~ (four) 4 full day substitutes per year in order to test, meet with parents, write IEP plans, observe students in regular education classrooms, and articulate their programs with regular education teachers.

~~31.3.7 All secondary SDC teachers shall teach four (4) classes and have one period for case management and one period as a conference period for academic planning~~

31.4 RSP/Education Specialist

31.4.1 In accordance with California Education Code 56195.8(c), the maximum caseload for an RSP teacher shall be 28 students.

31.4.2 An itinerant RSP teacher shall have a caseload of students that allows them to remain in compliance with required minutes per student.

31.4.3 All ~~elementary~~ RSP teachers shall be provided planning time equivalent to the amount of planning time that grade level general education teachers have for the purpose of academic planning and shall choose up to ~~five (5)~~ four (4) full day substitutes per year (approximately one every 10 weeks)~~one per month quarter~~) in order to test, meet with parents, write IEP plans, observe students in regular education classrooms, and articulate their programs with regular education teachers.

~~31.4.4 All secondary RSP teachers shall teach four (4) classes and have one period for case management and one period as a conference period for academic planning~~

31.4.5 Elementary RSP teachers shall have a minimum of one (1) instructional aide assigned to the students on the RSP teacher's caseload. ~~at all times during the instructional day without encroachment.~~

Middle and High School RSP teachers shall have one (1) instructional aide for a minimum of one period per day. If an aide must be moved, administration shall notify the classroom teacher before class begins. ~~The period shall be the same one daily., every twelve (12) students at all times during the instructional day without encroachment.~~

~~High School RSP teachers shall be provided and instructional aide for two (2) periods per day, of the teachers choice, without encroachment.~~

31.5 Extended School Year: Emotionally Disturbed, Autism, and Severely Handicapped

31.5.1 Certificated employees who work in the Emotionally Disturbed, Autism, and Severely Handicapped program shall have the option to work an extended school year in addition to the regular work year. These employees shall have priority over other applicants for the positions.

31.5.2 If federal and/or state laws regulating special education services require a change in employee hours, the District shall meet with the Association in order to negotiate decisions and/or effects prior to implementing any change in employee hours or duties.

31.5.3 The daily rate of pay for certificated unit members in the ED Extended School Year extended session shall be at the same daily rate earned during the regular school year.

31.5.4 The number of work days in the extended session shall be determined by the District.

31.5.5 The selection of Extended School Year teachers shall be at the discretion of the District subject to the following procedures:

(a) Positions shall first be offered to persons who hold the positions during the regular school year.

(b) Openings for extended session positions shall be posted at all worksites where certificated employees of the District are assigned.

(c) Permanent and probationary District employees shall be considered for extended session positions before other candidates are considered.

~~(d) The teacher may work up to three (3) years. A unit member who has worked for 3 consecutive years may be considered for reappointment if there are not any qualified applicants for the number of positions.~~

31.5.6 Certificated employees who work the Extended School Year shall earn sick leave credit in accordance with Article 13 regarding leaves of absence. Sick leave earned during the extended session shall be accrued to the regular school year. Sick leave for Elementary Extended School Year shall accrue one (1) day and Secondary shall accrue (1.5) days.

31.5.7 Certificated employees who work the Extended School Year shall continue to teach the same students who were assigned to their classes during the normal school year when feasible. Additional students may be assigned as needed.

31.6 Speech and Language Pathologists (SLPs)

31.6.1 The Director Special Education and Psychological Services and the speech and language specialists shall work cooperatively to maintain an average case load of 55 students per full-time speech and language specialist except that the average case load for a full-time speech and language specialist assigned to work only with preschool age children shall be 40 students. The parties understand that the actual case load per speech and language specialist will vary from this average depending upon the number of contacts per student per week. Problems concerning these issues which cannot be resolved by these parties shall be referred to the Superintendent or designee and the Association whereby a meeting will be held to explore options and examine case load distributions. ~~Director of Special Education and Psychological Services and~~

~~the SLPs shall work cooperatively to maintain a case load of 55 students per full-time SLP.~~ However, full-time SLPs assigned to work with LEAP, Stepping Stones, and Bridges shall have no more than two (2) of these specialized classes on their caseload. ~~the average case load for a full-time SLP assigned to work with SEEDS, PSO, LEAP, Stepping Stones, Bridges and DHH shall be 40 students. The parties understand that face-to-face contact hours with students will vary from this average depending upon the number of contacts per student per week. Problems concerning these issues which cannot be resolved by these parties shall be referred to the Superintendent or designee and the Association whereby a meeting shall be held to explore options and examine case load distributions.~~ SLPs may seek review of the appropriateness of the composition and size of their caseload by submitting a written request to the Director of Special Education or designee. The request shall include a specific statement of the SLP's concern and supporting documentation of attempts to address problems created by the composition and size of the caseload. Upon receipt of a request for review, the Director of Special Education or designee shall investigate factors relating to the SLP's request. Within ten (10) working days of the request (fifteen (15) working days during the first three weeks of school), the Director of Special Education or designee ~~and~~ shall provide the ~~teacher~~ SLP with written findings and recommendations which may include class changes, if appropriate.

31.6.2 All SLPs will be provided five ~~(5)~~ four (4) days per year with no student interaction as long as they are able to meet the service minutes required by their caseload. ~~one day, or an equivalent of five hours per week, with no regularly scheduled services of students in order to test, meet with parents, write IEP plans, observe students in regular education classrooms, and articulate their program with regular education teachers.~~

~~31.6.3 All secondary SLPs will be provided one period per day with no regularly scheduled services of students in addition to the preparation period in order to test, meet with parents, write IEP plans, observe students in regular education classrooms and articulate their programs with regular education teachers.~~

~~31.6.4 SLPs shall not participate in more than two (2) meetings beyond contract hours per week. If an SLP is required to attend more than 2 meetings beyond contract hours, they will be paid at their hourly rate for meeting attendance.~~

31.7 Special Education Meetings

31.7.1 Participation of Bargaining Unit Members in Individualized Educational Program (IEP), 504 Plan, Individualized Transitional Program (ITP), Individual Learning Plan (ILP), Student Study Team (SST), and Retention meetings shall be no longer that 90 minutes in length and/or end no later than 4:30 p.m., unless continued by mutual agreement of all involved. Meetings that are not concluded shall be rescheduled for continuation. Attempts shall be made to schedule the above-listed within the regularly assigned on-site duty hours.

~~31.7.2 Bargaining Unit Members shall not participate in more than two (2) meetings beyond contract hours per week. If bargaining unit members are required to attend more than 2 meetings beyond contract hours, they will be paid at their hourly rate for meeting attendance.~~

~~31.7.3 Teachers shall be provided substitute time for the purpose of holding IEP meetings during the instructional day.~~

~~31.8 Special Education Trainee/Instructional Aides Interview Process~~

~~When special education trainee/instructional aide positions are to be filled by interview, the interview panel shall consist of an administrator, SPED teacher, and an Instructional Aide.the teacher affected has the right to participate in the interview process.~~

31.9 Continued Assignment of Instructional Aides to a Teacher

At the conclusion of each school year, the teacher may request that the same instructional aide assigned to the teacher for the following year. Teacher input ~~may~~ will be considered when determining placements but final placement is at the discretion of the District. ~~The continued assignment of an instructional aide shall be reasonably determined by the affected teacher, with the concurrence of the site administrator. If the local administrator does not concur with the assignment, the teacher may request a meeting with the site administrator to determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the instructional aide in question is to be ongoing into the next year, and (2) does not guarantee the instructional aide any longevity in an assignment.~~

31.10 Special Education Committee

31.10.1 A Special Education Committee will be comprised of an equal number of members, up to five (5) members each appointed by the District and Association. The Committee will meet at least once per trimester and will discuss, explore options and make recommendations in order to address concerns that arise throughout the year. One (1) ~~Two (2) of the Five (5)~~ appointed bargaining unit member appointed by BTA ~~members~~ will ~~serve as representatives to~~ attend the Special Education Master Plan Committee meetings.

31.10.2 The Committee members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.

Exhibit F:

Summer School Teacher – Severely Handicapped/Autism	**$55.36**

Exhibit A:1

A Learning Handicapped, Severely Handicapped, Deaf and Hard of Hearing, Resource Specialist, Speech/Language Therapist, Adaptive Physical Education, Mild-to Moderate, Moderate-to-Severe, ~~Mild-to Moderate~~, or other state approved

special education certificate or credential is recognized at any point on the schedule with ~~who has a majority of their assignment in Severely Handicapped, Autism, or Emotionally Disturbed programs will have a stipend of $1,304~~ ~~$2,738~~ $1,600 added to ~~their~~ base salary provided such employee is employed in a special education assignment ~~for the year. This amount may be prorated based on time served in the position.~~

FOR THE ASSOCIATION:

Date: 4/29/22

9-29-22

FOR THE DISTRICT:

Date: 4/29/22

4/29/22

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Modification of Exhibit A-2, Section 1

The Parties recognize that the recruitment of teachers during the COVID-19 pandemic along with the need to hire staff midyear has created a need for flexibility of salary placement for new teachers hired in the 2022-2023 school year.

The Parties agree to all credit all years of teaching experience in a charter or private school, up to 15 years of service, regardless of credential status.

The MOU is not precedent setting and will expire at the end of the 2022-2023 school year.

FOR THE ASSOCIATION:

Date: 5/20/22

FOR THE DISTRICT:

Date: 5/20/22

MEMORADNUM OF UNDERSTANDING
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION
REGARDING SUMMER SCHOOL OF 2022
March 11, 2022

13.1.15 I (amendment)

Secondary Alt Ed sick leave

For Alternative Education sites, absences requiring a full day substitute shall have one (1) full day of sick leave or personal necessity deducted.

Absences requiring a one-half (1/2) day substitute shall have one-half (1/2) day of sick leave deducted. A half-day of sick time should not exceed half of the contracted work hours (3.5 hours or less).

FOR THE ASSOCIATION: 3/11/22 3-11-22

FOR THE DISTRICT:

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Modification of Exhibit A-2, Section 1

The Parties recognize that the recruitment of teachers during the COVID-19 pandemic along with the need to hire staff mid-year has created a need for flexibility of salary placement for new teachers hired during the 2021-2022 school year.

The Parties agree to credit up to 15 years of teaching experience in a charter or private school for new teachers, regardless of their credential status.

The MOU is not precedent setting and will expire at the end of the 2021-2022 school year.

FOR THE ASSOCIATION:

Date: 10/29/21

FOR THE DISTRICT:

Date: 10/29/21

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Nurses

The Parties recognize the need to address the recruitment and retention of nurses during the COVID-19 pandemic.

This MOU applies to the 2021-2022 school year.

For the purpose of rating in nurses:

Fully licensed Nurses (credentialed or credential-pending***) will receive credit for all years of prior verified professional Nurse experience working in a school, hospital or clinic, or licensed private practice setting at the time of initial placement. If a fully credentialed nurse was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective December 1, 2021. Additional prior service credit shall not be owed retroactively.

For fully credentialed Nurses, additional prior service credit shall not be owed retroactively, but if a current fully credentialed SLP was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service effective December 1, 2021.

***Applicants must have begun the process for credentialing at the time he or she begins work.

For the 2021-2022 school year, and at the completion of the school year, all Nurses will receive a $10,000 retention bonus (prorated for part-time employees). This is a one-time bonus for this school year. Nurses must work the full year to receive the bonus. For nurses hired mid-year, the amount may be prorated for the number of months worked. Nurses who resign midyear or who take unpaid leave during the year will not qualify for this retention bonus.

FOR THE ASSOCIATION:

Date: 12/10/21

FOR THE DISTRICT:

Date: 12/10/21

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Nurses

The Parties recognize the need to address the recruitment and retention of nurses during the COVID-19 pandemic.

This MOU applies to the 2022-2023 school year.

For the purpose of rating in nurses:

Fully licensed Nurses (credentialed or credential-pending***) will receive credit for all years of prior verified professional Nurse experience working in a school, hospital or clinic, or licensed private practice setting at the time of initial placement. If a fully credentialed nurse was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective December 1, 2021. Additional prior service credit shall not be owed retroactively.

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***Applicants must have begun the process for credentialing at the time he or she begins work.

For the 2022-2023 school year, and at the completion of the school year, all Nurses will receive a $10,000 retention bonus (prorated for part-time employees). This is a one-time bonus for this school year. Nurses must work the full year to receive the bonus. For nurses hired mid-year, the amount may be prorated for the number of months worked. Nurses who resign midyear or who take unpaid leave during the year will not qualify for this retention bonus.

FOR THE ASSOCIATION:

Date: 5/20/22

FOR THE DISTRICT:

Date: 5/20/22

Burbank Teachers Association

and

Burbank Unified School District

Side Letter of Agreement

BTA President Release Time ~~for the 2019-2020 2021-22 School Year~~

~~For the 2019-2020 2021-22 school year,~~ The Burbank Teachers Association President Diana Abasta shall teach periods 1, 2 and 3 and have a preparation period during period 4. She shall be released during periods 5 and 6 to attend to BTA business and issues and ~~shall~~ will attend all required staff meetings and attend to professional duties as they arise when they are not in conflict with meetings with the District or ~~at school sites~~ with matters related to BTA. During the two release periods, the President shall not engage in political activities prohibited by law or prohibited by Article 33 of the certificated Collective Bargaining Agreement.

In addition, the BTA President shall be available at District request during one of the periods, to assist in teacher recruitment activities and LCAP planning and related activities and other activities of mutual interest and benefit.

One period shall be reimbursed to the District at 20% of Step 10 Column 3 or the actual cost of the replacement for the one period, whichever is lower. The District will continue to pay 100% of medical benefits.

This agreement is for the remainder of the BTA President's term. Upon election of a new BTA President, both sides agree to meet and decide on a new agreement on release time which does not necessarily agree to two periods of release time.

FOR THE ASSOCIATION:

Date: 11/19/21

FOR THE DISTRICT:

Date: 11/19/21

PROPOSED MEMORANDUM OF UNDERSTANDING
Between the
Burbank Unified School District
And the
Burbank Teachers Association

On September 2, 2021, the Burbank Unified School District's (District) Board of Education utilized their exclusive right to mandate COVID-19 vaccinations as a condition of employment. The Burbank Teachers Association and (BTA) has the right to bargain the effects of that decision. This agreement is reached by and between the parties as a result of effects negotiations.

1. **Sharing of Information**: The District will inform BTA, including the Chapter President and Executive Director, of all information it receives from the State regarding vaccination programs and the vaccination of District employees.
2. **COVID-19 & Vaccination-Related Leave:** The district shall provide 5 working days at the employee's regular rate of pay for vaccinated employees who test positive with COVID-19 through January 31, 2021., retroactive to October 1, 2021. This is not in addition to time they may have taken under SB 95. If a similar federal or state leave is provided, the parties will meet and negotiate its implementation in-lieu of this section.
3. **Workers' Compensation:** The District acknowledges that employees who receive the vaccine to comply with its directive are eligible to apply for workers' compensation benefits should they experience an adverse reaction when receiving COVID-19 vaccination at the District's direction. Should employees incur severe medical losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction that are not covered by workers' compensation, the District agrees to indemnify employees for those losses up to$1000 for claims filed within 60 days of the vaccination. This shall in no way limit or waive an individual employee's right to pursue a claim against the District for losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction.
4. **Reasonable Accommodations:**
    a. **Right to Request a Reasonable Accommodation:** The District acknowledges that under federal and state law, it must make reasonable accommodations to the COVID-19 vaccination requirement for employees who have a sincere religious belief that precludes vaccination or who have a medical or disability-related reason that prevents vaccination.
    b. **Employee Procedures:** Employees must submit requests for a reasonable accommodation via email to Human Resources and shall receive an acknowledgment of their request within 48 hours. If an employee requests an accommodation, the employee has the right to have a union representative

present to assist with discussing accommodation.

c. **Minimum Accommodations for Medical and Sincere Religious Objections:** Employees who are placed on unpaid leave as their Reasonable Accommodation will be able to utilize earned accrued paid leave through January 31, 2022. For medical accommodations only, once an employee is in unpaid status, the District will cover the cost of health and welfare benefits through January 31, 2022. The District will not oppose unemployment insurance benefits eligibility for employees who, through the reasonable accommodation process, obtain a period of unpaid leave as an accommodation because they cannot be vaccinated.

5. **Duties and Workload**: The District shall participate in additional negotiations at BTA's request over workload increases caused by an increase in vacancies after the vaccine mandate deadline. Bargaining unit members shall not be disciplined for issues relating to workload and productivity, including involuntary transfer, demotion, suspension, or termination for the term of this agreement.
6. **Resignation In-Lieu of Termination:** For the avoidance of litigation, bargaining unit members who object to the vaccine for reasons not covered under paragraph 5, exhaust accrued paid leave, decline the leave offered in paragraph 6, and choose to resign in lieu of termination prior to any Skelly meeting or administrative hearing regarding their objection, shall be offered one additional month of benefits upon resignation. The District will not oppose unemployment insurance benefits eligibility for employees who are dismissed or resign because they will not be vaccinated.
7. **Retirement In-Lieu of Termination:** Bargaining unit members who are eligible for retirement may retire in-lieu of termination and shall receive one additional month of benefits upon retirement. Between October 22, 2021 and December 31, 2021, such employee shall have the right to utilize paid leave to keep them in paid status until the retirement date.
8. **Return of Excluded Employees:** When the District determines that the circumstances of the COVID-19 pandemic have changed such that a vaccination is no longer required, the employer will notify BTA and any employees who have a reasonable accommodation.
9. **Further Negotiations**: The District and BTA shall conduct additional negotiations if the administration of the vaccine mandate changes any bargaining unit job duties.
10. **Privacy**: The District shall maintain the privacy of all information about employees' vaccination status.
11. **Grievance Procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.
12. **Term**: This Agreement is effective August 31, 2021 through January 31, 2022 and may be extended or terminated by mutual agreement. Any reasonable accommodation or unpaid leave agreed to between employees and the District that exceed the January 31,

present to assist with discussing accommodation.

c. **Minimum Accommodations for Medical and Sincere Religious Objections:** Employees who are placed on unpaid leave as their Reasonable Accommodation will be able to utilize earned accrued paid leave through January 31, 2022. For medical accommodations only, once an employee is in unpaid status, the District will cover the cost of health and welfare benefits through January 31, 2022. The District will not oppose unemployment insurance benefits eligibility for employees who, through the reasonable accommodation process, obtain a period of unpaid leave as an accommodation because they cannot be vaccinated.

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7. **Retirement In-Lieu of Termination:** Bargaining unit members who are eligible for retirement may retire in-lieu of termination and shall receive one additional month of benefits upon retirement. Between October 22, 2021 and December 31, 2021, such employee shall have the right to utilize paid leave to keep them in paid status until the retirement date.
8. **Return of Excluded Employees:** When the District determines that the circumstances of the COVID-19 pandemic have changed such that a vaccination is no longer required, the employer will notify BTA and any employees who have a reasonable accommodation.
9. **Further Negotiations**: The District and BTA shall conduct additional negotiations if the administration of the vaccine mandate changes any bargaining unit job duties.
10. **Privacy**: The District shall maintain the privacy of all information about employees' vaccination status.
11. **Grievance Procedure:** Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.
12. **Term**: This Agreement is effective August 31, 2021 through January 31, 2022 and may be extended or terminated by mutual agreement. Any reasonable accommodation or unpaid leave agreed to between employees and the District that exceed the January 31,

2022 expiration date shall be honored.

DATE: 12/10/21

BTA:

DISTRICT:

PROPOSED MEMORANDUM OF UNDERSTANDING
Between the
Burbank Unified School District
And the
Burbank Teachers Association

On September 2, 2021, the Burbank Unified School District's (District) Board of Education utilized their exclusive right to mandate COVID-19 vaccinations as a condition of employment. The Burbank Teachers Association and (BTA) has the right to bargain the effects of that decision. This agreement is reached by and between the parties as a result of effects negotiations.

1. **Sharing of Information**: The District will inform BTA, including the Chapter President and Executive Director, of all information it receives from the State regarding vaccination programs and the vaccination of District employees.
2. **COVID-19 & Vaccination-Related Leave:** The district shall provide 5 working days at the employee's regular rate of pay for vaccinated employees who test positive with COVID-19 through January 31, 2021., retroactive to October 1, 2021. This is not in addition to time they may have taken under SB 95. If a similar federal or state leave is provided, the parties will meet and negotiate its implementation in-lieu of this section.
3. **Workers' Compensation**: The District acknowledges that employees who receive the vaccine to comply with its directive are eligible to apply for workers' compensation benefits should they experience an adverse reaction when receiving COVID-19 vaccination at the District's direction. Should employees incur severe medical losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction that are not covered by workers' compensation, the District agrees to indemnify employees for those losses up to$1000 for claims filed within 60 days of the vaccination. This shall in no way limit or waive an individual employee's right to pursue a claim against the District for losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction.
4. **Reasonable Accommodations:**
    a. **Right to Request a Reasonable Accommodation:** The District acknowledges that under federal and state law, it must make reasonable accommodations to the COVID-19 vaccination requirement for employees who have a sincere religious belief that precludes vaccination or who have a medical or disability-related reason that prevents vaccination.
    b. **Employee Procedures:** Employees must submit requests for a reasonable accommodation via email to Human Resources and shall receive an acknowledgment of their request within 48 hours. If an employee requests an accommodation, the employee has the right to have a union representative

2022 expiration date shall be honored.

DATE: 12/10/21

BTA:

DISTRICT:

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Nurses

The Parties recognize the need to address the recruitment and retention of nurses during the COVID-19 pandemic.

This MOU applies to the 2021-2022 school year.

For the purpose of rating in nurses:

Fully licensed Nurses (credentialed or credential-pending***) will receive credit for all years of prior verified professional Nurse experience working with children in a school, hospital or clinic, or licensed private practice setting at the time of initial placement. If a fully credentialed nurse was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective December 1, 2021. Additional prior service credit shall not be owed retroactively.

For fully credentialed Nurses, additional prior service credit shall not be owed retroactively, but if a current fully credentialed Nurse was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service effective December 1, 2021.

***Applicants must have begun the process for credentialing at the time he or she begins work.

For the 2021-2022 school year, and at the completion of the school year, all Nurses will receive a $10,000 retention bonus (prorated for part-time employees). This is a one-time bonus for this school year. Nurses must work the full year to receive the bonus. For nurses hired mid-year, the amount may be prorated for the number of months worked. Nurses who resign midyear or who take unpaid leave during the year will not qualify for this retention bonus.

FOR THE ASSOCIATION: _____

_____

Date: 11/6/21

FOR THE DISTRICT: _____

_____

Date: 11/5/21

Burbank Unified School District
BTA Side Letter of Agreement
February 25, 2022

The District and the Burbank Teachers Association agree that the purpose of this side letter is to create a mechanism for eligible sick leave credit to be transferred from one or more certificated employees and donated to another certificated employee under the following criteria:

- A certificated employee shall be eligible for donations of sick leave pursuant to the following provisions in Article 13.1.16.1:

  "the unit member or unit member's immediate family member, for whom he/she must care shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her duties."

- The unit member has exhausted or will foreseeably exhaust all earned sick leave days.

- A certificated employee who meets the above criteria shall be eligible to receive up to 10 donated sick days per school year.

- Exceptions to the 10 day limit on donated sick days per year shall be made through the joint Burbank Teachers Association and Burbank Unified School District Catastrophic Bank Committee. The committee determines eligibility for catastrophic leave as stated in Article 13.1.16.5.

- To apply for the exemption, an employee shall submit an Exemption to the 10 day Donation Limit form to Human Resources.

- A permanent certificated employee is eligible to donate to an employee who has met the criteria stated in Article 13.1.16.1 under the following conditions:

  - The certificated employee must be a permanent employee.
  - Donated sick days must be taken from the accrued sick leave balances of the employee.
  - A certificated employee has accumulated at least 10 sick days in his/her accrued sick leave balance.
  - Transfers of sick days are irrevocable. If donated sick days remain at the end of the employee's, or immediate family member's, illness, they shall remain the sole use of the recipient.
  - A permanent certificated employee who has at least 10 sick days may donate 1 day.

- A permanent certificated employee who has at least 20 sick days may donate 2 days
- Sick days shall be contributed in a full day increment.
- For the purpose of recording, each certificated employee who donates a sick day will be charged in the same manner and guidelines as though they were donating through the catastrophic leave bank process. However, this is a different donation and employees are not entitled to catastrophic leave unless they had made a previous donation and are eligible to draw from the catastrophic leave per Article 13.1.16.3.

- A certificated employee who is eligible to receive donated sick days shall file a Request for Donations form with Human Resources. Upon receipt of the request, the Association will be notified, and the District and Association will notify school sites of the need for donations for the eligible employee. Confidential medical information will not be disclosed in the notification.

- Once notification to sites has been made, an eligible certificated employee must fill out the Sick Day Leave Donation form and will have 10 school days to submit it to Human Resources. Donation forms must be received by Human Resources no later than 5 PM on the date of closing.

- Human Resources will forward a copy of the request to Payroll to verify the employee's sick leave balance and eligibility. Donated sick days will be time stamped under the donor's name. Donations will be deducted in the order in which they are received in the Human Resource Office.

- This side letter shall be in effect through the end of the 2022-2023 school year. The Association and the District may extend this side letter through mutual agreement.

District:

BTA:

BURBANK TEACHERS ASSOCIATION
AND
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Class Coverage by TOSAs

Effective November 8, 2021, and for the remainder of the 2021-2022 school year, the Parties agree to the following addition to Exhibit F of the BTA Collective Bargaining Agreement.

When class coverage by Curriculum Specialists and Teachers on Special Assignment (including but not limited to, ELD Coordinators and Title 1 Coordinators) is necessary, the following rates shall be used for compensation:

½ day rate: $139.80
Full day rate: $279.60

For the purposes of determining rate and eligibility, the following criteria will be utilized:

Elementary:
½ day – at least three hours in the same teacher's classroom
full day – at least five hours in the same teacher's classroom

Secondary:
½ day – at least three sections in the same teacher's classroom
full day – at least five sections in the same teacher's classroom

This rate only applies to the full coverage of a teacher's classroom in which the bargaining unit member is expected to fulfill the teaching duties in the absence of a teacher.

The MOU is not precedent setting and will expire at the end of the 2021-2022 school year.

FOR THE ASSOCIATION:

Date: 11/6/21

FOR THE DISTRICT:

Date: 11/5/21

SALARY SCHEDULE FOR FULL-CREDENTIAL CERTIFICATED BARGAINING UNIT MEMBERS*

Effective July 1, 2021

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	54,786	54,789	56,502	57,057	59,111	61,408
2	54,789	54,792	56,503	58,389	61,253	63,545
3	54,792	54,793	57,617	60,455	63,339	65,635
4	54,793	55,724	59,712	62,575	65,480	67,778
5	54,794	57,706	61,767	64,644	67,571	69,866
6	**54,795**	**59,763**	63,860	66,766	69,708	72,005
7	**54,796**	**61,730**	65,912	68,831	71,802	74,095
8	**54,797**	**63,766**	68,010	70,953	73,939	76,235
9	**56,321**	**65,748**	70,058	73,021	76,029	79,079
10		**67,787**	72,159	75,142	80,420	81,243
11		**69,774**	**74,206**	77,208	82,571	83,345
12			**76,304**	79,329	84,773	85,509
13			**78,353**	81,402	86,923	87,620
14			**80,455**	83,517	89,126	89,779
15				85,588	91,278	92,575
18**					93,475	95,579
21**					95,628	98,530
24**						102,734

Notes: **Employees hired on or after July 1, 2005 may not advance past the bold lines in Columns I, II and III. Employees hired before July 1, 2005 shall be grandfathered.**

The earned Master's Degree or earned Doctorate Degree is recognized at any point on the schedule with $**1,413** added to the base salary. Only one earned Master's Degree and only one earned Doctorate Degree will be recognized for this additional remuneration. The maximum amount for any employee for the Master's Degree and Doctorate is $**2,824**.

A Bilingual Certificate of Competence, Bilingual-Cross Cultural Credential, other state approved bilingual certificate or credential, or evidence of mastery of the American Sign Language Communication Proficiency Interview is recognized at any point on the schedule with additional remuneration added to the base salary. This additional remuneration shall be $1,345 for an employee employed in an assignment that requires the use of primary language for supporting students, conferencing with parents, and preparing progress reports.

A Learning Handicapped, Severely Handicapped, Deaf and Hard of Hearing, Resource Specialist, Speech/Language Therapist, Adaptive Physical Education, Mild-to-Moderate, Moderate-to-Severe, or other state approved special education certificate or credential is recognized at any point on the schedule with ~~$1,345~~ **$1,600** added to the base salary provided such employee is employed in a special education assignment.

**** Beginning with the conclusion of the 2017-2018 school year, and at the completion of each full year of employment, all 1.0 Speech/Language Pathologists (SLPs) will receive a retention bonus of $**10,818**. Part-time SLPs will receive a pro-rated amount based on their FTE. The retention bonus will replace the previously agreed to SLP one-time hiring incentive bonus.

* Includes Teachers, Nurses, Librarians and Counselors who are fully credentialed. (For implementation, see Rules and Regulations.)

** Anniversary Step

SALARY SCHEDULE FOR FULL-CREDENTIAL CERTIFICATED BARGAINING UNIT MEMBERS*
Effective July 1, 2021

For the purpose of rating in Speech/Language Pathologists (SLPs):

Fully licensed Speech-Language Pathologists (credentialed or credential-pending***) will receive credit for all years of prior verified professional SLP experience working with children in a school, hospital or clinic licensed private practice setting shall be granted at the time of initial placement. If a current fully credentialed SLP was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective January 1, 2016. Additional prior service credit shall not be owed retroactively.

For fully credentialed SLPs, additional prior service credit shall not be owed retroactively, but if a current fully credentialed SLP was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit effective January 1, 2016.

*** Applicant must have begun the process for credentialing at the time he or she begins work. A waiver shall be issued/obtained by the district so that the SLP may begin work at the beginning of the school year.

**** Effective July 1, 2017

EXHIBIT A-2

BURBANK UNIFIED SCHOOL DISTRICT
RULES AND REGULATIONS FOR IMPLEMENTATION OF
SALARY SCHEDULE FOR CERTIFICATED BARGAINING UNIT MEMBERS

Effective July 1, 2021

1. **RATING IN**. This provision is entered into by and between the District and the Association as authorized by Education Code section 45028(b). Employees whose effective date of employment is prior to July 1, 1991, shall be granted a maximum amount of previous teaching credit of six years. Employees whose effective date of employment is on or after July 1, 1991, and prior to July 1, 1992, shall be granted a maximum amount of previous teaching credit of seven years. Employees whose effective date of employment is on or after July 1, 1992 and prior to July 1, 1994, shall be granted a maximum amount of previous teaching credit of eight years. Employees whose effective date of employment is on or after July 1, 1994, shall be granted a maximum amount of previous teaching credit of nine years. Employees whose effective date of employment is on or after July 1, 1995, shall be granted a maximum amount of previous teaching credit of ten years. Employees whose effective date of employment is on or after July 1, 1996, shall be granted a maximum amount of previous teaching credit of eleven years. Employees whose effective date of employment is on or after July 1, 1997, shall be granted a maximum amount of previous teaching credit of twelve years. Employees whose effective date of employment is on or after July 1, 1998, shall be granted a maximum amount of previous teaching credit of thirteen years. Employees whose effective date of employment is on or after July 1, 1999, shall be granted a maximum amount of previous teaching credit of fourteen years. Employees whose effective date of employment is on or after July 1, 2000, shall be granted a maximum amount of previous teaching credit of fifteen years. Employees whose effective date of employment is on or after July 1, 2005, shall be granted a maximum amount of previous teaching credit as follows: if rating in on Column I or II, four years; if rating in on Column III, nine years. The previous teaching is to be public school teaching experience or private or non-public school teaching experience, providing the certificated employee held a teaching credential valid in the state where the teaching was done at the time the teaching was done. To receive credit for teaching done outside the U.S.A., the candidate must have held a valid teaching credential in a state of the U.S.A. at the time said service was rendered or have their experience evaluated by the Superintendent or designee on an individual case basis for credit determination. For the purposes of this section, teaching experience shall be defined as any credentialed service including, but not limited to, teaching, speech and language, counseling, and school nursing.

   For purposes of this section, a year is defined as at least 75% of the days school was in session. A year's experience may not be accumulated by combining two or more periods of teaching in different school years, even though these shorter periods may, when combined, total a school year.

   Employees who have served in the District, have resigned, then are reemployed, shall have their salary schedule placement reflect service for which they had been previously credited.

   Employees who have taught in an Adult School program on a full-time basis shall be placed on the Salary Schedule for Certificated Bargaining Unit Members in accordance with these provisions and credited for those years of such Adult School service during which a valid credential was held.

2. **CREDIT FOR MILITARY OR PEACE CORPS SERVICE.** A maximum of one year of credit shall be granted for military experience or service in the Peace Corps.

3. **QUALIFYING FOR ANNUAL INCREMENT**. Each certificated employee shall qualify for an annual increment at the beginning of the school year providing service has been rendered to the District in other than day-to-day substitute status for seventy-five (75) percent of the days school was in session during the preceding school year. A certificated employee commencing employment with the District at the start of, or during, the second semester as a probationary, temporary, or as a long-term substitute employee, shall qualify for an annual increment (step advancement) at the beginning of the next subsequent second semester provided that during the preceding two semesters service has been rendered to the District for seventy-five (75) percent of the days school was in session.

   A Certificated employee returning from a one-semester leave which does not provide for progress on the salary schedule shall qualify for an annual increment (step advancement) in February or September of the returning year following completion of a teaching period equivalent to the period spent on leave. Unit members shall retain this subsequently acquired anniversary date for future step increments.

4. **EVALUATION OF UNITS AND TRANSCRIPTS.** Evaluation of requests for units and of all transcripts affecting salaries are made as follows:

   * To qualify for advancement on the salary schedule for the first semester of the school year, verification of the completion of work must be received and filed in Personnel Services on or before the first instructional day of the first semester.

   * To qualify for advancement on the salary schedule for the second semester of the school year, verification of the completion of work must be received and filed in Personnel Services on or before the first instructional day of the second semester.

   * Verification of work completed may be initially by a college or university document, such as by grade card, written and signed statement of the instructor, computer print-out, or unofficial transcript, containing the name(s) of the course(s), number of units, whether the units are quarter or semester, the grade earned (e.g. A-F, Pass/Fail, Credit/No Credit), and date and term (e.g. Fall 1997), provided, however, that an official transcript is submitted as soon thereafter as possible.

   Progress on the salary schedule is made by submitting semester units. A quarter unit is counted as two-thirds of a semester unit.

   Any fraction of units over one-half will be recognized as a whole unit when needed for a change of class at any point in the salary schedule. Acknowledgement of the submission of transcripts and other documents indicating the completion of college or university work will be provided in writing at the time these documents are submitted by the employee to the Department of Personnel Services.

5. **CLASS II REQUIREMENT.** Class II requires 15 units beyond the Bachelor's Degree. However, holders of a General Secondary credential or a Clear Standard Teaching credential with specialization in secondary or elementary teaching are eligible to be placed in Class II, even though credential

requirements were fulfilled by taking work prior to the date of the granting of the Bachelor's Degree. Such credit earned before the date of the granting of the Bachelor's Degree cannot be credited for salary placement purposes. Credits recognized for placement on the salary schedule must have been earned after the date the Bachelor's Degree was granted.

6. **CLASS III REQUIREMENT.** Class III requires a Bachelor's Degree and 30 semester units.

7. **CLASS IV REQUIREMENT.** Class IV requires a Bachelor's Degree and 45 units.

8. **CLASS V REQUIREMENT.** Class V requires a Bachelor's Degree and 60 units.

9. **CLASS VI REQUIREMENT.** Class VI requires a Bachelor's Degree and 75 units.

10. **ANNIVERSARY STEP.** Personnel who have completed three (3) years of service at Step 15 in Class V or Class VI qualify for placement on the 18th year Anniversary Step. Personnel who have completed three (3) years of service on Step 18 in Class V or Class VI qualify for placement on the 21st Anniversary Step. Personnel who have completed three (3) years of service on Step 21 in Class VI qualify for placement on the 24th Anniversary Step.

11. **CLASS TRANSFER.** Transfer from Class to Class may be made by submitting evidence of completion of college or university units of upper division or graduate work, or of units taken to fulfill requirements to secure a credential. Lower division, correspondence, and extension course work shall be accepted for all Classes if approved by the Professional Advancement Committee on the basis of the value of the work undertaken related to current assignment and/or additional credential/certificate authorizations.

    Nurses may earn three (3) quarter units or two (2) semester units for credit toward salary advancement for every 30 hours of continuing education taken within any two-year period of time to fulfill license renewal requirements.

    All petitions requiring special consideration and all lower division, correspondence, or extension courses for which credit is desired must be reviewed by the Professional Advancement Committee and such applications **SHOULD BE SUBMITTED PRIOR TO TAKING THE WORK.**

12. **SPECIAL CREDENTIALS AND CLASS ADVANCEMENT.** Industrial education teachers holding the Special Secondary Limited Credential in Industrial Arts Education, a Preliminary Vocational Credential - Full Time, or the Special Secondary Vocational Class A Credential in Trade and Industrial and Public Service Education will be placed in Class I. For advancement on the salary schedule, these credentials will be accepted as equivalent to a Bachelor's Degree when the requirements as listed in the Regulations Relating to Credential for Public School Service have been completed. Holders of this credential may advance to Class II upon completion of 15 units of upper division or graduate courses, to Class III upon completion of 30 units, to Class IV upon completion of 45 units, to Class V upon completion of 60 units, or to Class VI upon completion of 75 units.

    Vocational experience of vocational education teachers may be used for rating in purposes if the following conditions are determined by the Superintendent or designee to be met: the experience is

related to the field to which a teacher is assigned; such experience must have occurred after completion of an approved four-year learning period, and such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate-level preparation, or a combination of the two. One year of vocational experience used either for the learning period or step placement shall be cumulative over one or more calendar years and shall consist of 250 days.

13. **MOVEMENT FROM SALARY SCHEDULE A-1-NC TO SALARY SCHEDULE A-1.** The District shall accept a university issued "C-19" letter or equivalent as verification of successful completion of the credential requirements. A bargaining unit member who submits a university issued "C-19" letter or equivalent shall be placed on Salary Schedule A-1 at the accrued step provided that a credential is submitted as soon thereafter as possible. Placement on Salary Schedule A-1 shall be made effective the semester following the date of completion of the work for a credential, as verified by the college or university, but in no case shall the effective date of placement on Salary Schedule A-1 be retroactive to more than one (1) semester from the date of submission of the "C-19" letter or its equivalent to Personnel Services.

14. **TRUNCATION.** Step 5 in Class I, Step 5 in Class II, Step 10 in Class III and Step 15 in Class IV are the maximum steps for advancement in these Classes.

15. Effective July 1, 1980, Nurses, Librarians and Counselors are included on the Salary Schedule for Certificated Bargaining Unit Members.

16. Counselors, Nurses and Librarians shall be paid their daily rate of pay for days worked in excess of the approved work year.

17. **VOCATIONAL CREDENTIAL STIPEND.** Certificated employees who have a recognized vocational credential in addition to a Bachelor's Degree shall be paid an annual stipend of $**364**, effective July 1, 1985.

BURBANK UNIFIED SCHOOL DISTRICT

Exhibit A-1-NC

SALARY SCHEDULE FOR NON-CREDENTIAL CERTIFICATED BARGAINING UNIT MEMBERS*
Effective July 1, 2021

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	49,173	49,173	51,338	53,499	55,666	57,830
2	49,173	51,191	53,355	55,519	57,685	59,843
3	49,173	53,157	55,322	57,485	59,646	61,809
4	49,173	55,175	57,337	59,502	61,664	63,827
5	49,173	57,140	59,308	61,469	63,635	65,795
6	**49,173**	**59,178**	61,319	63,486	65,648	67,809
7	**51,338**	**61,125**	63,289	65,451	67,617	69,777
8	**53,499**	**63,140**	65,302	67,467	69,630	71,793
9	**55,769**	**65,104**	67,270	69,432	71,599	73,762
10		**67,120**	69,284	71,448	73,610	75,778
11		**69,090**	**71,250**	73,415	75,577	77,744
12			**73,266**	75,434	77,594	79,762
13			**75,234**	77,401	79,564	81,728
14			**77,253**	79,415	81,580	83,740
15				81,384	83,548	86,348
18**				85,559	85,559	89,151
21**				87,531	87,531	91,905
24**						94,659

Notes: Employees hired on or after July 1, 2005 may not advance past the bold lines in Columns I, II and III.

For additional remuneration for which an employee may qualify, refer to Exhibit A-1: Salary Schedule for Certificated Bargaining Unit Members.

* Includes Teachers, Nurses, Librarians and Counselors who are not fully certificated (e.g. who have an emergency permit, intern permit, or waiver). For implementation, see Rules and Regulations.

** Anniversary Step

BURBANK UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR RETIRED CERTIFICATED BARGAINING UNIT MEMBERS*
REHIRED PURSUANT FOR AB 18
Effective July 1, 2021

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	50,602	50,603	50,605	50,606	51,926	53,941
2	50,603	50,605	50,606	51,790	53,807	55,822
3	50,605	50,606	51,604	53,620	55,640	57,660
4	50,606	51,465	53,484	55,501	57,522	59,538
5	50,607	53,297	55,321	57,336	59,357	61,372
6	50,608	55,202	57,198	59,219	61,233	63,252
7	50,613	57,017	59,035	61,052	63,073	65,088
8	50,614	58,896	60,915	62,933	64,950	66,971
9	52,020	60,731	62,747	64,767	66,787	68,804
10		62,611	64,627	66,652	68,666	70,684
11		64,448	66,462	68,479	70,499	72,517
12			68,344	70,363	72,379	74,401
13			70,177	72,198	74,214	76,234
14			72,062	74,078	76,097	78,113
15				75,909	77,930	80,547
18**					79,808	83,159
21**					81,646	85,727
24**						88,294

Notes: For additional remuneration for which an employee may qualify, refer to Exhibit A-1: Salary Schedule for Certificated Bargaining Unit Members.

* Includes Teachers, Nurses, Librarians and Counselors who are fully certificated. (For implementation see Rules and Regulations.)

* Anniversary Step

Retired Burbank Unified School District teachers rehired as temporary shall be place in the same Column and on the same Step plus one (1) year as the Column and Step placement at the time of retirement. Non-Burbank Unified School District retired teachers hired pursuant to AB 18 shall be rated in as per Exhibit A-2.

BURBANK UNIFIED SCHOOL DISTRICT

EXHIBIT B-1

CHILDREN'S CENTER TEACHERS MONTHLY SALARY SCHEDULE
Effective July 1, 2021

Salary Rating	Class I 20 or fewer Units	Class II 30-59 Units*	Class III 60-89 Units*	Class IV 90 or more Units*	Class V B.A. Degree or Higher*
1	2,776	2,845	2,913	3,059	3,207
2	2,913	2,986	3,059	3,207	3,372
3	3,059	3,135	3,207	3,372	3,539
4	3,207	3,291	3,372	3,539	3,717
5	3,372	3,459	3,539	3,717	3,898
6	3,539	3,630	3,717	3,898	4,095
7	3,717	3,810	3,898	4,095	4,303
8					4,515

* at least 24 of the units must be in Child Development

Anniversary Increment- Monthly certificated Children's Center teachers who have earned 12 years of creditable service by the first day of the fiscal year will receive an anniversary increment of **$188** per creditable month. Monthly certificated Children's Center teachers who have earned 16 years of creditable service by the first day of the fiscal year will receive an additional anniversary increment of **$188** per creditable month. Monthly certificated Children's Center teachers who have earned earned 20 years of creditable service by the first day of the fiscal year will receive an additional anniversary increment of **$188** per creditable month. This amount will be prorated for a part-time teacher.

Overtime- When the Director requires a Children's Center teacher to work in excess of eight (8) hours per day of in excess of forty (40) hours per week, that teacher shall receive compensation at one and one-half times the hourly equivalent of that teacher's regular salary rate. Children's Center teachers whose regular assignments are less than forty (40) hours per week shall be paid at the hourly equivalent of their regular rate of pay if the Director requires them to work beyond their regularly scheduled hours, up to eight hours per day or forty hours per week, including attendance at Open House.

Split Shift- Regularly assigned Children's Center teachers who are assigned a split shift shall be paid a **$87** differential per calendar month for such assignment. Split shift is defined as a work period divided into two parts that are separated by an interval for 30 minutes or longer.

EXHIBIT B-2

BURBANK UNIFIED SCHOOL DISTRICT

RULES AND REGULATIONS PERTAINING TO THE SALARY SCHEDULE FOR CERTIFICATED CHILDREN'S CENTERS PERSONNEL IN THE BARGAINING UNIT

Effective July 1, 2021

1. Three years of outside experience is the maximum amount of credit recognized for previous teaching. This is to be pre-Kindergarten teaching or public school teaching experience from Kindergarten through Grade 6, providing the employee held a valid Children's Center permit or teaching credential at the time the teaching was done.

   For the purposes of rating-in only, one year of Children's Center teaching experience shall be granted for every two years of experience as an instructional aide when that experience has been in one of the District's Children's Center programs. If a Children's Center instructional aide is hired as a Children's Center teacher and the employee previously served in a Children's Center II position for 75% or more of a year, year-for-year credit shall be granted for experience earned as a Children's Center II aide.

   A Burbank Unified School District Children's Center instructional aide hired as a Children's Center teacher shall be placed on the salary step that is equal to, or next in amount above, the compensation the employee received as a Children's Center I instructional aide with placement restricted, however, to the Class applicable to the number of units earned.

2. A certificated employee in Class I, II, III, or IV shall qualify for an annual increment (step advancement) at the beginning of the year, July 1, provided that during the preceding year he or she has rendered service to the Children's Centers for 75% of the days that the centers were in session.

   A certificated employee in Class V shall qualify for an annual increment at the beginning of the year, July 1, provided he or she rendered service to the Children's Centers for 75% of the days that the centers were in session.

   A certificated employee commencing employment at the Children's Centers at the start of the second half of the school year, January 1, shall qualify for an annual increment (step advancement) at the next January 1, provided that during the preceding year he has met the requirements described above.

3. Evaluation of requests for units and for all transcripts affecting salaries are made as follows:
   * To qualify for advancement on the salary schedule for the first half of the fiscal year, verification of the completion of work must be received and filed in Personnel Services on or before July 1.

   * To qualify for advancement on the salary schedule for the second half of the fiscal year, verification of the completion of work must be received and filed in Personnel Services on or before January 2.

* Verification of work completed may be initially by grade card or written and signed statement of the instructor, provided, however, that an official transcript is submitted as soon thereafter as possible.

Progress on the salary schedule is made by submitting semester units. A quarter unit is counted as two-thirds of a semester unit.

Any fraction of units over one-half will be recognized as a whole unit when needed for a change of class at any point in the salary schedule. Acknowledgement of the submission of transcripts and other documents indicating the completion of college or university work will be provided in writing at the time these documents are submitted by the employee to the Department of Personnel Services.

4. Progress on the salary schedule is limited to not more than one class per year.

BURBANK UNIFIED SCHOOL DISTRICT
COACHING SERVICES SALARY SCHEDULE
Effective July 1, 2021

EXHIBIT C

The Board of Education will annually plan to include in the High School Interscholastic Program positions chosen from this list according to District Policy and budgetary allowances. All positions listed below are not necessarily funded. Amounts listed below are annual stipends.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 10	STEP 15	STEP 20
Athletic Coordinator (1)	7,884	8,056	8,235	8,410	8,586	8,763	9,116	9,466	9,818
*Varsity Football (2)	4,395	4,572	4,745	4,923	5,101	5,277	5,633	5,980	6,336
*Assistant Varsity Football (2)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
*Junior Varsity Football (2)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
*Frosh Football (2)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
Varsity (other sports)	3,958	4,136	4,308	4,485	4,664	4,839	5,191	5,547	5,898
Junior Varsity (other sports)	3,566	3,744	3,917	4,095	4,270	4,447	4,799	5,150	5,505
Spoh, Frosh, Soph/Frosh (other sports)	3,566	3,744	3,917	4,095	4,270	4,447	4,799	5,150	5,505

**Note: Total payment for football coaches includes reimburstment for services rendered before the opening of school.

Payment schedule for other specific sports:

Cross Country (2)	Track (4)
Water Polo (2)	Golf (Fall) (2)
Tennis (Fall) (2)	Golf (Spring) (4)
Volleyball (Fall) (2)	Tennis (Spring) (4)
Water Polo (Winter) (2)	Baseball (4)
Basketball (3)	Swimming (4)
Soccer (3)	Volleyball (Spring) (4)
Softball (4)	

(1) Will be paid in 11 equal payments from August through June.
(2) Will be paid in 3 equal payments in August, September and October.
(3) Will be paid in 3 equal payments in November, December and January.
(4) Will be paid in 3 equal payments in February, March and April.
(5) A stipend of $**201** will be paid to the Varsity Coach for each CIF playoff game in which his/her team participates, and a stipend of $**112** will be paid to each Assistant Coach for each CIF playoff game in which his/her team participates.

BURBANK UNIFIED SCHOOL DISTRICT

ADULT SCHOOL CERTIFICATED HOURLY SALARY SCHEDULE

Effective July 1, 2021

Step	**Column I** Non-Academic Standard Designated Subjects Credential	**Column II** Bachelor's Degree + 30 semester units or Academic Standard Designated Subjects Credential	**Column III** Bachelor's Degree + 60 semester units or Master's Degree + 45 semester units or Academic Standard Designated Subjects Credential + 26 semester Units
1	$36.83	$38.49	$40.07
2	$38.32	$40.07	$41.83
3	$39.92	$41.61	$43.44
4	$41.48	$43.33	$45.17
5	$43.13	$45.03	$47.03
6	$44.88	$46.83	$48.89
10*			$50.87

Progress on the salary schedule is made by submitting semester units.

* Anniversary Step

EXHIBIT D-2

BURBANK UNIFIED SCHOOL DISTRICT

RULES AND REGULATIONS FOR IMPLEMENTATION OF ADULT SCHOOL CERTIFICATED HOURLY SALARY SCHEDULE

July 1, 2021

1. Employees whose effective date of employment is on or after July 1, 1992 shall be granted a maximum amount of previous teaching credit, or credit for outside experience related to the assignment, of two (2) years.

2. Adult school teachers who have taught 54 hours or more during the preceding school year will advance one step on the schedule.

3. Employees who have served in the Burbank Adult School and who have resigned or been laid off and then are reemployed, shall have their salary schedule placement reflect service for which they had been previously credited.

BURBANK UNIFIED SCHOOL DISTRICT

ADULT SCHOOL RESOURCES TEACHER AND EVENING PROGRAM COORDINATOR
SALARY SCHEDULE

Effective July 1, 2021

Step	Annual Rate
1	$60,041
2	$62,443
3	$64,937
4	$67,536
5	$70,235
6	$73,045

BURBANK UNIFIED SCHOOL DISTRICT

VOCATIONAL EDUCATION AND CAREER TECHNICAL EDUCATION
HOURLY SALARY SCHEDULE

Effective July 1, 2021

STEP	HOURLY RATE
1	$40.11
2	$41.72
3	$43.40
4	$45.17
5	$46.96

IMPLEMENTATION

1 Movement from step to step will be on the basis of two semesters service for one step movement.

2 Teachers will be rated in on this schedule up to an including the third step. Creditable service shall be either of the following or a combination thereof:

a. Teaching in a vocationally funded program requiring a vocational credential, on a year for year basis, as defined in paragraph 1 of Exhibit A-2.

b. Employment within the last five years in vocational positions directly related to the course to be taught. Credit shall be on a year for year basis.

3 Burbank Adult School experience in the same subject area will be rated in on a year for year basis up to step five.

4 Permanent employees will be considered for any C.T.E. assignments before other candidates are considered.

BURBANK UNIFIED SCHOOL DISTRICT

REVISED
EXHIBIT F

MISCELLANEOUS SALARY RATES
Effective July 1, 2021

Summer School Teacher	47.80	per hour
Summer School Teacher-Severely Handicapped/**Autism**	59.89	per hour
Extended Summer School/Teacher Intersession Teacher	47.80	per hour
Summer School Teacher-Adult Education	42.08	per hour
Saturday Program Teacher	151.90	per day
Home Teacher	37.89	per hour
Day-to-Day Substitute*	184.57	per day
Day-to-Day Substitute (Spec Ed)*	193.80	per day
Curriculum Writing (K-12)	35.46	per hour
Other Hourly (K-12)	35.46	per hour
Curriculum Writing (Adult Education)	24.13	per hour
Other Hourly (Adult Education)	24.13	per hour
Intervention Teaching	47.80	per hour
Secondary Class Coverage	48.92	per class period
Elementary Class Coverage	48.92	per hour

When a unit member has covered another unit member's elementary class or students from another unit member's elementary class or students from another elementary class at the direction of an administrator compensation will be paid each time as shown above. When an elementary class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. Compensation will be based on Exhibit F; the hourly rate will be divided by the number of classrooms in which the students are placed.

Department Chairperson-High School	1550	per semester
Department Chairperson-Middle School	1550	per semester
Completion of CTE Credential	1671	one-time stipend
Professional Mentors	2006	per year for one mentee, 4,012 per year for two mentees
Induction Mentors	2006	per year for one mentee, 4,012 per year for two mentees
Lead Speech and Language Pathologist	7382	per year
Miscellaneous Unit Rate	1374	per unit (may be applied as a percentage)

Regular Hourly Assignments (other than those specified elsewhere in this Agreement)
Compensation of 16.7% of the unit member's daily rate based upon Exhibit A will be paid for each hour of professional assignment.

* pertains to bargaining unit members only

BURBANK UNIFIED SCHOOL DISTRICT

EXHIBIT G

EXTRA COMPENSATION FOR CO/EXTRA-CURRICULAR ACTIVITIES

Effective July 1, 2021

The school site shall annually plan to include positions chosen from this list according to District Policy, budgetary allowances, and site leadership decisions. The positions listed below are not necessarily funded.

High School Level Only

	November	February	April	June
Category A				
Academic Decathlon	2140	2140		
Instrumental Music	1275	1275	1275	1275
Vocal Music	1275	1275	1275	1275
ASB Advisor*	1275	1275	1275	1275
Drama	1069	1069	1069	1069
Category B				
Drill Teams	965	965	965	965
Spirit Squad	965	965	965	965
Newspaper	965	965	965	965
Yearbook	965	965	965	965
Forensics	965	965	965	965
Dance	965	965	965	965
Category C				
Culinary Arts - with Catering	465	465	465	465
ASB Advisor (Monterey)	465	465	465	465
CSF Sponsor	465	465	465	465
Mock Trial	465	465		

Middle School Level Only

	November	February	April	June
ASB Advisor	614	614	614	614
Newspaper	465	465	465	465
Yearbook	465	465	465	465
Drama	514	514	514	514
Vocal Music	614	614	614	614
Instrumental Music	614	614	614	614
Spirit Squad	465	465	465	465
CJSF Sponsor	383	383	383	383
Culinary Arts - with Catering	465	465	465	465

Elementary School Level Only

	November	February	April	June
Chorus	307	307	307	307

All Levels (Site funded)

	November	February	April	June
Club Advisor*	356**	356**	356**	356**

*Or portion thereof

BURBANK UNIFIED SCHOOL DISTRICT

CERTIFICATED PAY SCHEDULE FOR HOURLY OR SPECIAL ASSIGNMENTS

Effective July 1, 2021

School Playgrounds	Hourly Rate
After-school Playground Leader	
Middle School-Credential required	$18.80
High School- Credential required	$18.80
Summer Recreation	
Walk-on Coach I - Credential required	minimum wage
Walk-on Coach II - Credential required	$18.80

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 2, 2022
SUBJECT:	Approval of Job Description for Alternative Education Administrator, Independent Learning Academy and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range H

Background:
The Independent Learning Academy currently serves secondary studies. The program will be expanding to serve the K-12 Instructional program during the coming school year. The expansion of grade levels will require additional support from someone who can oversee the programs at the site.

Discussion/Issues:
The Alternative Education Administrator for the Independent Learning Academy will work under the direction of the Assistant Superintendent of Educational Services. This individual will coordinate and administer all the instructional and non-instructional programs and activities of the District's Independent Learning Academy.

They will serve as the instructional leader for the site and will perform duties as the immediate administrator, with the overall responsibilities of the master schedule, curriculum, instructional technology, etc.

Fiscal Impact:
The establishment of this position will cost the district between $96,939 and $136,395 per year, plus statutory benefits. Annual costs will depend on initial placement on the salary schedule.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the job description for Alternative Education Administrator and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range H, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

POSITION: **ALTERNATIVE EDUCATION ADMINISTRATOR – INDEPENDENT LEARNING ACADEMY**

BASIC FUNCTIONS:

Under the direction and supervision of the Assistant Superintendent of Educational Services, perform, coordinate and administer all the instructional and non-instructional programs, projects and activities of Burbank Unified School District's Independent Learning Academy.

REPRESENTATIVE DUTIES

Independent Learning Academy:

Responsible for the development and maintenance of a positive relationship with the students, parents, community, business leaders and other District schools.

Maintain communication links with the Assistant Superintendent of Educational Services, district school sites and the District Office.

Serve as the instructional leader of the Independent Learning Academy by identifying and achieving the District and site goals and objectives relating to curriculum, instruction and personnel administration.

Assess student progress toward District standards by analyzing test scores, student achievement through grades, and other appropriate data.

Analyze program deficiencies and work with staff to implement positive interventions.

Supervise the development and maintenance of a safe and secure school environment that is conducive to both teaching and learning.

Supervise the development and implementation of plans for emergency and disaster preparedness.

Evaluates teachers' performance according to District policy and the collective Bargaining Agreements, as well as the evaluation of the school's classified personnel.

Develops a school-level management plan that embraces a collaborative approach to organizational leadership.

Oversee the site budget and collaboratively plan for categorically funded programs.

Serve as liaison with community, county, and District resources for the **Independent Learning Academy** students.

Assumes or assigns responsibility for the following school functions:

Attendance
Campus Security
Custodial
Discipline

Facility use
Guidance/Counseling (School-to-Career emphasis)
Student Health
Master Schedule/Data Processing
Office Management
Student Services
Curriculum
Instructional Technology
Special Programs

Carry out such other duties and responsibilities as assigned by the Superintendent or designee.

Interim Placement Unit

Serves under the direction of the **Assistant Superintendent of Educational Services**, as the immediate site administrator for the unit.

Performs such duties as necessary as the immediate site administrator, with the overall responsibilities of planning and management remaining with the **Assistant Superintendent of Educational Services** or designee.

Assumes initial response duties that include, but are not limited to, discipline, student health, custodial, and campus supervision.

MINIMUM QUALIFICATIONS:

Credential: Appropriate supervisory or administrative credential

Education: Masters Degree

Experience: A minimum of three years successful classroom teaching and three years successful administrative experience is desired (working in the areas of activities, discipline, curriculum, instruction, supervision, and guidance.) **A strong background in instructional technology and blended and distance learning is desired.**

PERSONAL QUALIFICATION:

Ability to establish good organization and interpersonal relationships
Ability to effectively deal with organizational conflict and problem solving
Ability to make sound decisions
Ability to work and communicate effectively, both orally and in writing
Ability to uphold standards and demonstrate integrity
Knowledge of **Independent Study** programs and laws, codes, and policies
Knowledge of Diversity, Equity, and Inclusion best practices
Ability to keep current in instructional technology and best practices for independent study

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2022

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A	Director, Secondary Education	220	124,010	129,906	136,097	142,599	149,424	156,592	164,117	172,019
		Per Diem	563.69	590.49	618.63	648.18	679.20	711.79	745.99	781.91
B	Director, Special Education and Psychological Services Director, Pupil Personnel Services Director, Student Services Director of Instruction and Accountability High School Principal Director, Elementary Education Director of Wellness Director of Adult School, ILA and FACTS	220	117,926	123,825	130,013	136,516	143,341	150,509	158,034	165,934
		Per Diem	536.03	562.85	590.97	620.53	651.55	684.14	718.34	754.25
C	Principal, Middle School Coordinator of Alternative Educational Programs/ Principal, Continuation High School	220	105,034	110,286	115,798	121,589	127,668	134,052	140,754	147,793
		Per Diem	477.43	501.30	526.36	552.68	580.31	609.33	639.80	671.79
D	Principal, Adult Education	220	102,542	107,670	113,054	118,705	124,641	130,872	137,416	144,284
		Per Diem	466.10	489.41	513.89	539.57	566.55	594.88	624.62	655.84
E	Principal, Elementary Coordinator, Special Education Coordinator of Instructional Technology Arts and Career Technical Education Coordinator	215	101,286	106,349	111,666	117,248	123,113	129,269	135,732	142,520
		Per Diem	471.10	494.65	519.38	545.34	572.62	601.26	631.32	662.89
F	Assistant Principal, High School	218	99,286	104,250	109,463	114,936	120,681	126,717	133,050	139,706
		Per Diem	455.45	478.22	502.13	527.23	553.59	581.28	610.33	640.86

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2022

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
G	Assistant Principal, High School	215	97,919	102,816	107,953	113,353	119,021	124,975	131,221	137,783
	(hired after 7/1/13)	Per Diem	455.44	478.22	502.11	527.23	553.59	581.28	610.34	640.86
		210	96,939	101,781	106,871	112,213	117,824	123,716	129,900	136,395
H	Alternative Education Administrator**, Community Day School** **Alternative Education Administrator, Independent Learning Academy**	Per Diem	461.62	484.68	508.91	534.35	561.07	589.13	618.58	649.50
HH	Program Specialist II	215	89,634	94,118	98,821	103,763	108,950	114,399	120,117	126,123
	(hired after 7/1/21)	Per Diem	416.91	437.76	459.64	482.62	506.75	532.09	558.69	586.62
		220	91,718	96,308	101,120	106,176	111,484	117,059	122,910	129,057
I	Program Specialist II *	Per Diem	416.90	437.77	459.64	482.62	506.75	532.09	558.69	586.63
		215	91,234	95,796	100,585	105,613	110,894	116,437	122,258	128,371
J	Psychologist II	Per Diem	424.35	445.57	467.84	491.23	515.79	541.57	568.65	597.08
		213	90,951	95,499	100,273	105,286	110,551	116,077	121,883	127,977
K	Assistant Principal, Middle School	Per Diem	427.00	448.36	470.77	494.31	519.02	544.97	572.23	600.84

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2022

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
L	Assistant Principal, Middle School	210	89,670	94,153	98,861	103,803	108,994	114,442	120,166	126,174
	(hired after 7/1/12)	Per Diem	427.00	448.35	470.77	494.30	519.02	544.97	572.22	600.83
M	Adult Education Assistant Principal	220	87,878	92,274	96,886	101,730	106,817	112,156	117,765	123,654
	Coordinator of Child Development Programs	Per Diem	399.45	419.43	440.40	462.41	485.54	509.80	535.30	562.07
		205	86,991	91,342	95,909	100,703	105,735	111,024	116,576	122,404
N	Assistant Principal, Elementary	Per Diem	424.35	445.58	467.85	491.24	515.79	541.59	568.67	597.1
O	Program Specialist I	200	83,384	87,551	91,928	96,524	101,349	106,416	111,736	117,322
	Psychologist I	Per Diem	416.92	437.76	459.64	482.62	506.75	532.08	558.68	586.61
		187	80,708	84,740	88,979	93,424	98,096	103,000	108,148	113,557
P	Educational Audiologist	per diem	431.60	453.16	475.83	499.60	524.58	550.81	578.34	607.26
		220	66,975	70,326	73,841	77,532	81,408	85,481	89,753	94,242
Q	Supervisor III, Child Development Centers Covering 2 Sites	Per Diem	304.44	319.67	335.65	352.42	370.04	388.55	407.97	428.38

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2022

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
R	Supervisor III, Child Development Centers	220 Per Diem	63,838 290.18	66,977 304.45	70,325 319.66	73,841 335.65	77,532 352.42	81,411 370.05	85,480 388.55	89,753 407.97
S	Supervisor II, Child Development Centers Covering 2 Sites	220 Per Diem	60,888 276.77	63,932 290.60	67,129 305.14	70,485 320.39	74,008 336.40	77,709 353.23	81,594 370.89	85,674 389.43
T	Supervisor II, Child Development Centers	220 Per Diem	57,988 263.59	60,888 276.77	63,932 290.60	67,129 305.14	70,485 320.39	74,008 336.40	77,708 353.22	81,593 370.88
U	Supervisor I, Child Development Centers	220 Per Diem	52,970 240.78	55,617 252.81	58,398 265.45	61,316 278.71	64,384 292.66	67,602 307.29	70,983 322.65	74,529 338.77
V	Assistant Child Development Centers Supervisor	220 Per Diem	41,855 190.25	44,014 200.07	46,186 209.94	48,518 220.54	50,893 231.34	53,461 243.01	56,184 255.39	58,957 267.99

* Grandfathered

Adopted: 01/16/86

Revised: 05/02/91; 06/06/91; 08/15/91; 10/17/91; 05/21/92; 06/18/92; 10/01/92; 08/05/93; 07/21/94; 08/04/94; 09/15/94; 11/17/94; 01/05/95; 05/04/95; 08/17/95; 01/18/96; 05/16/96; 09/05/96; 09/19/96; 01/16/97; 07/03/97; 10/16/97; 02/19/98; 04/02/98; 08/20/98; 10/01/98; 11/05/98; 12/10/98; '02/18/99; 03/04/99; 06/24/99; 08/05/99; 08/17/00; 05/15/02; 11/07/02; 07/17/03; 03/18/04; 07/07/05; 4/20/06; 06/04/07; 3/20/08; 5/1/08; 6/24/10; 09/09/10; 11/8/10; 4/7/2011; 4/21/11; 09/15/11; 11/3/11; 02/16/12; 03/15/12; 06/07/12; 07/05/12; 08/02/12, 08/16/12; 02/07/13; 05/16/13; 3/20/14; 6/19/14; 02/05/15, 6/4/15, 10/15/15; 5/19/16; 10/20/16; 8/3/17; 12/21/17;10/18/18;2/4/21;6/3/21;9/2/21,5/5/22**,6/2/22**

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
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 2, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Human Resources)

Background:
Pursuant to Board Policy 3312, the Board of Education's designee may contract with consultants to provide specific services on a temporary basis.

Discussion/Issues:
Due to an increased number of vacancies, absences, and lack of substitutes, the district has contracted with Robert Half, a global human resource consulting firm to provide temporary clerical support.

The California School Employees Association and the Burbank Unified School District have established a Memorandum of Understanding which consents to contract with an outside agency to provide clerical support when there are needs at a school site or in a department.

Fiscal Impact:
The amount of the agreement is not to exceed $50,000.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services recommends that the Board of Education ratify the Agreement between the Burbank Unified School District and Robert Half, to provide clerical support as needed, not to exceed $50,000 (01.0-00000.0-72000-5850-7551000), effective May 20, 2022 through June 30, 2023 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

Scope of Assignment	Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. Unless otherwise agreed to in writing by *Robert Half*, you will not permit our professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by our professional. It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of *Robert Half*.
Client's Responsibility	**It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require *Robert Half* to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.** ***Cash Handling and Other Financial Transactions and Activities:*** If you permit or allow our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow our professional to engage in the activities described in this paragraph, you will not permit or allow our professional to handle more than (i) $1,000 per day if you are a non-profit entity, or (ii) $25,000 per day if you are a for-profit entity. ***Workplace Safety:*** It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our professional to have unsupervised or unmonitored contact with (1) minors and (2) adults who are under your care, custody or supervision because of mental health impairments. ***Government Contracts:*** If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional. ***Operation of Vehicles and Equipment:*** It is understood that we will not authorize our professional to operate machinery (other than office machines) or vehicles. If you wish to permit our professional to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of driving. If you require our professional to drive a vehicle owned by you or an employee of your company, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our professional to: make bank deposits; carry cash in excess of $100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing. ***Claims:*** It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will *Robert Half* be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.
Remote Work	You may request that our professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or *Robert Half* (collectively, the "Equipment"). In such case, you acknowledge and agree that *Robert Half* shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by our professional, and (ii) the security, integrity and backing up, of the data and other information stored therein or transmitted thereby. Moreover, you must not permit our professional to save or store any of your files or other data on the Computer Systems provided by us (including, but not limited to, any virtual desktop infrastructure solution). You agree that we shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

- CONTINUED ON REVERSE -

Confidentiality	Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature. You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
Limitation on Liability	We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).
Insurance	In addition to workers' compensation insurance for our professional, we also maintain commercial liability insurance.
No Contrary Agreements	These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.

Job Order: 03070-0012266389 Date: 04-28-2022

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:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 2, 2022
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. Burbank Arts Education Foundation (BAEF) wishes to donate to the District $3,649 to be used to purchase a kiln at Bret Harte Elementary School.

b. Charities Aid Foundation America wishes to donate to the District $250 to be used as needed at William McKinley Elementary School.

c. The Blackbaud Giving Fund wishes to donate to the District $384.62 to be used as needed at William McKinley Elementary School.

d. The Blackbaud Giving Fund wishes to donate to the District $100 to be used as needed at William McKinley Elementary School.

e. The Blackbaud Giving Fund wishes to donate to the District $384.62 to be used as needed at William McKinley Elementary School.

f. Sean Dugan wishes to donate to the District $550 to be used for AP (Advanced Placement) Tests for economically challenged students.

g. Linda Walmsley wishes to donate to the District $100 to be used for AP (Advanced Placement) Tests for economically challenged students.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960037876 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 960037876 concerning services and/or school placement, a formal settlement agreement was offered on May 11, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

There is no cost to the District.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960037876, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective March 17, 2022 through May 25, 2023, 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:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960035063 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 960035063 concerning services and/or school placement, a formal settlement agreement was offered on May 4, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

Total not to exceed $49,000.00.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960035063, not to exceed $49,000.00 (01.0-65000.0-50010-36000-5813-7440000), effective May 12, 2022 through July 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 5, 2022

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Charlene Tabet
Steve Ferguson
Emily Weisberg
Armond Aghakhanian *(arrived 6:09 p.m.)*
Steve Frintner

STUDENT MEMBERS PRESENT:
Owen Vivado, Monterey High School
Shushanna Ter-Petrossyan, Burbank High School

STUDENT MEMBERS PRESENT:
Jule Reader, John Burroughs High School

Also present were Matt Hill, Superintendent; Debbie Kukta, Assistant Superintendent, Administrative Services; Sharon Cuseo, Assistant Superintendent, Instructional 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 President Tabet.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications on Closed Session Agenda Items (In-Person Only)

There was no one present who wished to address the Board.

2.b Staff Responses

There were no staff comments at this time.

2.c Board Members' Responses

There were no Board comments at this time.

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

3. CLOSED SESSION

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

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

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:00 p.m. Luis Ayala, District employee, led the Pledge of Allegiance. President Tabet then announced that a Celebration of Life would be held for Steve Campbell on Saturday, May 14, at 1:00 p.m. in the Steve Campbell Library at John Burroughs High School, announced that the Board would hold three public hearings this evening, and explained the process for members of the public to provide public comments with regard to these hearings.

5. REPORTING ON CLOSED SESSION

President Tabet indicated that items 3a and 3b were for discussion only with no action taken.

6. ADJUSTMENTS TO THE AGENDA

President Tabet announced that the Board would be pulling item 12g. Approval of Employment Contract for the Superintendent of Schools, and read the following statement: "We have determined that the most appropriate action at this time is to pull this item in order to allow completion of the annual evaluation process. We intend to bring it back by the July [July 21] Board Meeting."

Superintendent Hill asked if he could make an adjustment to the agenda to make an announcement, and invited Peter Knapik, Director of Elementary Education, to introduce Jennifer Almer Johnson, the new Principal of Ralph Waldo Emerson Elementary School. Ms. Almer Johnson thanked the Board and senior leadership for this incredible opportunity and expressed her excitement about embarking on her new role. The Board Members took turns congratulating her and wishing her success in her new position.

7. ITEMS FOR FUTURE AGENDAS

Clerk Weisberg asked for a new item called "Everyday Excellence," a Report from the Board wherein Board Members will take turns, rotating alphabetically by school site name using a spreadsheet she has created, to share a story about some of the great things happening at our school sites.

Member Aghakhanian asked for a discussion regarding acknowledging some of our District donors by presenting them with a certificate during a Board Meeting. He indicated that Assistant Superintendent Kukta had provided a list of donations and he would like the Board to discuss this issue more. The Board agreed to have some more conversations about this topic prior to bringing it back.

8. REPORTS FROM THE BOARD

8.a Student Representatives

Owen Vivado, MHS, and Shushanna Ter-Petrossyan, BHS, reported on activities at their respective schools. Shushanna Ter-Petrossyan brought up the issue of the BHS graduates not having a stage to walk across.

Superintendent Hill explained the District's process to arrive at this decision. President Tabet asked if there was any ability to accommodate this BHS student request and the Board agreed to table any further discussion until people had a chance to weigh in during Public Communications.

President Tabet then moved from the Public Hearings to Item 10. Requests to Address the Board, as it was not quite 7:30 p.m.

9. PUBLIC HEARINGS - Approximately 7:30 p.m.

9.a Public Disclosure in Accordance with AB 1200, (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA) - Job Study

The Board of Education held a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, to allow the public an opportunity to comment regarding the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA) - Job Study

Luis Ayala, past President of the CSEA and District employee, spoke about his dismay with the Job Study and described in detail why he feels the Job Study is completely inequitable as some people will benefit handsomely, while other employees don't get anything. He provided an example for one employee who will receive an increase of $379 a month which, when calculated retroactively dating back to January 1, 2020 (28 months), will mean a retroactive check will be made out for that one employee in the amount of $10,612. He asked how many night custodians could have been helped with that money if the money been distributed more equally. He said that while he understands that the Job Study has been ratified he urged the Board to hold the funding and postpone the decision in order to ask for more detail as to how this will encroach on the General Fund and how it affects the District's funding for building maintenance.

Superintendent Hill confirmed that the cost of the Job Study has been built into the District's budget and Assistant Superintendent Debbie Kukta provided the set-aside figures for three fiscal years.

Public Hearing - AB1200 Job Study.pdf (OF 29,408)

9.b Public Disclosure in Accordance with AB 1200, (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA)

The Board of Education held a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, to allow the public an opportunity to comment regarding the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA).

AB1200 CSEA -Public Hearing 5% Increase.pdf (OF 29,409)

There was no one present who wished to address the Board.

9.c Public Disclosure in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement Between the Burbank Unified School District and the Burbank Association of School Administrators (BASA)

The Board of Education held a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004) GC 3547.5 to allow the public an opportunity to comment regarding the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators, as presented.

Public Hearing AB1200 - BASA.pdf (OF 29,410)

There was no one present who wished to address the Board.

President Tabet then moved back to Item 10. Requests to Address the Board.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications on Agenda Items

Katherine Fagnani, Monterey High School student, spoke about her disappointment in the proposed changes to the Monterey High School schedule and expressed how damaging she feels these changes will be to the academic success and emotional health of the students at MHS.

Ixchel Sanchez Jimenez, Monterey High School student, also expressed her dismay in the proposed changes to the MHS schedule and believes that this change will be detrimental to the students of MHS.

Nadra Ostrom, parent, cofounder of the Destiny Education Project, and member of the Diversity, Equity, and Inclusion (DEI) Committee, joined the meeting virtually via Zoom and spoke about the importance of continuing the District's DEI program. She spoke in support of continuing to fund the DEI consultant position (a role currently held by Stefani McCoy) despite the fiscal challenges the District is facing. She suggested that should SB 830 pass, there is funding in the bill to address truancy and chronic absenteeism and she feels that if these problems are looked at through a DEI lens that incoming funds from SB 830 could be utilized to pay for ongoing DEI work. She advocated for Ms. McCoy's credentials in leading this work such as her ability to work with students. She cited the example wherein Ms. McCoy brought two students together who had differing views regarding the pause of certain books in the core curriculum. Ms. Ostrom cited a policy study from UCLA that stated that Black students are 40% more likely to be chronically absent. She said she feels that given more time, Ms. McCoy could get to some of these root issues.

President Tabet then moved to items 9a-9c, the Public Hearings, before moving back to continue with Public Communications.

Megan Barfian, BHS student, spoke about her disappointment that there would not be a stage (risers) erected for their graduation ceremony this year. She said she realized the stage would cost approximately $5,000 and provided some ideas for how the District could pay this extra cost.

Rachel Tomasek, BHS student and ASB co-president, also spoke on behalf of the entire 2022 Burbank High School graduating class, regarding her belief that the reasons given for not erecting a stage for the BHS graduation are not valid. She expressed her feelings about how important it is for them to be seen at their graduation. She held a sheaf of papers which she said was a petition signed by all 500+ members of the BHS senior class asking for this to be rectified.

Superintendent Hill addressed the students' concerns with regard to the lack of a stage rather than waiting until the end of Public Comments.

John Paramo, Assistant Superintendent of Educational Services and Acting Interim Principal at Burbank High School, explained the reasons why erecting a stage for the BHS would present a challenge as it the structure has to be moved from MHS to BHS during a very brief window of time, but said he would work on it.

10.b Staff Responses

Superintendent Hill explained the process regarding the schedule changes at Monterey High School. He thanked Ms. Ostrom for her advocacy, but said that the Board would not be voting on a contract for Ms. McCoy this evening.

10.c Board Members' Responses

Member Aghakhanian said that he was very proud of the students who spoke from Burbank High School about graduation. He reported out on some of the community events he attended and participated in, including the Eco Council's "Trashion Show" and said he was the keynote speaker at a recent JSA event.

Member Frintner said the Board was open to discussion on the issue with the risers at the BHS graduation. He thanked the two students who spoke about the schedule change at Monterey High School and he agreed with them that MHS is a jewel in the District. He spoke about some of the events he has recently attended including his participation in the PTA Honorary Service Awards held at John Muir School to honor PTA HSA recipients from the past three years as the event could not be held due to COVID-19, the Care Walk fundraiser for the Family Service Agency of Burbank, and the Chamber of Commerce event recently held at Pickwick Gardens.

Clerk Weisberg reminded the audience that she types throughout meetings because she takes notes, not because she is not paying attention. She announced that she and Vice President Ferguson would be holding an EdWalk this Saturday, May 7, at 9am at Chandler and Mariposa. She reminded District students that they do not have to wait for a Board Meeting to bring up issues and, instead, encouraged students to contact Board Members directly via email, telephone, etc., and that Board Members would be willing to meet with them. She thanked Ms. Ostrom for speaking about DEI so eloquently. She thanked our teachers for their service in acknowledgment of Teacher Appreciation Week.

Vice President Ferguson thanked all of the speakers and thanked all of the District's employees for their hard work this year to get things wrapped up as part of another very challenging year. He said that staff would continue to work through the concerns brought forward by the students with regard to the proposed schedule changes at MHS, but referenced state laws that frequently tie the District's hands. He spoke about some of the community events he attended, including the PTA HSA awards and the recent Armenian genocide remembrance event held at City Hall.

President Tabet thanked all of her colleagues for their kind and thoughtful comments. She thanked all of the speakers, spoke of her appreciation for Monterey High School, and thanked the District's teachers. She talked about the evolution in her thinking with regard to DEI and said she would continue to learn as she considers herself a work in progress. She spoke about some of the many community events she had recently attended, including the PTA HSA Awards, Annual PTA Luncheon, and the Chamber of Commerce gala at Pickwick.

Member Aghakhanian wished his mother, a former teacher, a happy birthday.

11. REPORTS TO THE BOARD

11.a Report on the Diversity, Equity, and Inclusion (DEI) Committee

Matt Hill, Superintendent, introduced Stefani McCoy, DEI Consultant, who utilized a PowerPoint to report on the progress of the Diversity, Equity, and Inclusion (DEI) Committee and the results of the recently administered DEI Survey, as presented.

DEI Update_050522.pdf (OF 29,411)

11.b Report on Senate Bill (SB) 830

Matt Hill, Superintendent, provided an update to the Board on Senate Bill (SB) 830. The Board discussed various strategies and avenues for obtaining more funding from Sacramento.

11.c First Reading of Elementary School Social Science Textbook (Lottery Textbook Fund)

Peter Knapik, Director, Elementary Education, facilitated the first reading of the proposed Social Science textbook, as presented.

First Reading SS Text 05052022.pdf (OF 29,412)

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_552022.pdf (OF 29,413)

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 41 Proclaiming the Week of May 15, 2022 through May 21, 2022 as Classified Employee Week

That the Board of Education adopt Resolution 41 proclaiming the week of May 15, 2022 through May 21, 2022 as Classified Employee Week, as presented.

Resolution 41- CSEA Week_2022.pdf (OF 29,214)

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.b Adoption of Resolution 42 for the Elimination of Services for Classified Positions

That the Board of Education adopt Resolution 42 for the Elimination of Services for Classified positions, as presented.

Resolution 42 - Reduction in Force.pdf

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.

12.c Approval of Results of Job Study Agreed to Between the Burbank Unified School District and the California School Employees Association

That the Board of Education approve the results of the Job Study agreed to between the Burbank Unified School District and the California School Employees Association effective retroactive to January 1, 2020, as presented.

Approval - AB1200 Job Study.pdf

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.

12.d Approval of the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

That the Board of Education approve the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

AB1200 CSEA - Approval 5% Increase.pdf

It was moved by Emily Weisberg, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.e Approval of the 2021-2022 Negotiated Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA) in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

That the Board of Education approve the negotiated 2021-2022 Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

Approval AB1200 - BASA.pdf

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.f Approval of Salary Modification to the Employee Contracts for the Assistant Superintendent of Instructional Services, Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources, and Assistant Superintendent of Administrative Services

That the Board of Education approve the Salary Modification to the Employee Contracts for the Assistant Superintendent of Instructional Services, Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources, and Assistant Superintendent of Administrative Services retroactive to July 1, 2021, as presented.

Approval - Employee Contracts.pdf

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.g Approval of Employment Contract for the Superintendent of Schools

Charlene Tabet, President, Board of Education, recommends that the Board of Education approve the employment contract with Matthew R. Hill, as Superintendent of Schools, effective July 1, 2022 through June 30, 2026, as presented. (PULLED)

Employee Contract - Superintendent of Schools.pdf (PULLED)

12.h Adoption of the Proposed 2022-2023 Instructional Calendars for Burbank Adult School

That the Board of Education adopt the proposed 2022-2023 Instructional Calendars for Burbank Adult School, as presented.

Instructional Calendar - Adult School.pdf

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.i Amendment of Declaration of Need for Emergency Crosscultural, Language, and Academic Development (CLAD) Permit, Emergency Bilingual, Crosscultural, Language, and Academic Development (BCLAD) Permit, Special Education Limited Assignment Permit (SELAP) Request for Certificated Staff

That the Board of Education amend the Declaration of Need for Emergency Crosscultural, Language, and Academic Development (CLAD) Permit and Emergency Bilingual, Crosscultural, Language, and Academic Development (BCLAD) Permit, and Special Education Limited Assignment Permit (SELAP) Requests for Certificated Staff, as presented.

Declaration of Need 2021-2022.pdf

It was moved by Emily Weisberg, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously.

13. CONSENT AGENDA

13.a Approval of Minutes

That the Board of Education approve the minutes of the Regular Board of Education Meeting of April 21, 2022, as presented.

Minutes.04.21.22.pdf

13.b Approval of Personnel Report Number 21-22-16

That the Board of Education approve Personnel Report number 21-22-16, covering Certificated and Classified personnel, and consisting of Pages 1 to 16 inclusive, as presented.

Personnel Report.pdf

13.c 2021-2022 Purchase Order Report

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2021-2022 as listed through April 11, 2022, as presented.

2021-2022 Purchase Order Report.pdf

13.d Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $10,725,507.48 and commercial warrants in the total amount of $3,585,717.69, as presented.

Warrants.pdf

13.e 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.

Instructional Consultants 05052022_Redacted.pdf

13.f 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.

Non Instructional Consultants 05052022_Redacted.pdf

13.g Ratification of Agreement for Instructional Consultant Services

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify 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.

Ratification Inst Consultant 05052022.pdf

13.h Approval of Agreement for Professional Services (Human Resources)

Sarah Niemann, Assistant Superintendent, Human Resources Services recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Vic Pallos, to provide assistance with the preparation of the District's Teacher of the Year, not to exceed $3,000 (01.0-00000.0-72000-5850-7551000), effective May 6, 2022 through August 31, 2022 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Pallos.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Hayutin & Associations, Inc., to provide educational services for Special Education Student 960031425, through a ADR grant not to exceed $7,000, (01.0-65360.0-57602-11900-5850-7440000), effective April 18, 2022 through August 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960031425 Hayutin & Assoc_Ratification.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Gary D Stromberg & Associates, LLC, to provide speech and language support and assessments, not to exceed $13,920 (01.0-65000.0-57602-11901-5850-7440000), effective April 25, 2022 through May 27, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Gary D Stromberg & Associates_Ratification.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Dr. Karen Epport, to provide an Independent Educational Evaluation (IEE) and attend an IEP for Special Education Student 960007911, not to exceed $6,500 (01.0-65000.0-57602-11900-5850-7440000), effective April 20, 2022 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960007911 Karen Epport_Ratification.pdf

13.l Ratification of Agreement for Transportation (Special Education)

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and HopSkipDrive, Inc. for transportation services for Special Education Students on an as needed basis, effective April 13, 2022, through June 30, 2022, not to exceed $75,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Transportation HopSkipDrive, Inc._Ratification.pdf

13.m Ratification of Master Contract for Nonpublic, Nonsectarian Agency (Special Education)

Paulette Koss, Director, Special Education, recommends that the Board of Education ratify the Master Contract for special education students, to be provided by Discovery Ranch, Nonpublic, Nonsectarian Agency, effective April 18, 2022 through June 30, 2022 (01.0-65000.0-57500- 11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Master Contract for Nonpublic, Nonsectarian Schools and Agencies, effective July 1, 2021 through June 30, 2022, was approved by the Board of Education June 3, 2021.

SPED Master Contract Discovery Ranch_Ratification.pdf

13.n Amended Agreement for Professional Services (Special Education)

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and Zarik Hacopian, School Psychologist, to provide assessments, written reports and attend student IEP meetings, not to exceed $57,000 (01.0-32120.0-57602-11100-5850-7449000), effective September 21, 2021 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was October 7, 2021 for a total not to exceed $47,000.

This amendment adds an additional $10,000 to the agreement for a total not to exceed $57,000.

SPED Professional Services Zarik Hacopian_Amended.pdf

13.o Approval of Additive Change No.3, MPI Miller Plumbing Inc., Underground (UG) Site Utilities & Plumbing, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change order No.3 to the agreement between Burbank Unified School District and MPI Miller Plumbing Inc. for the UG Site Utilities & Plumbing for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $246,229.92 (21.3-00000-0-91008-85000-6230-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented. Note: The increased amount of $6,852 brings the not to exceed amount to $246,229.92 to add the renewal of Pollution Liability Insurance that was not included in the initial scope.

5-5 CO3_MPI Miller Plumbing_Disney_Bond.pdf

13.p Approval of Additive Change No.5-9, H&S Electric Inc., Electrical & Low Voltage, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change order No.5-9 to the agreement between Burbank Unified School District and H&S Electric Inc. for Electrical & Low Voltage for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $307,962 (21.3-00000-0-91008-85000-6230-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented. Note: The increased amount of $ 44,157.00 brings the not to exceed amount to $307,962 due to an additional directive as requested by the District to install a phone from the elevator to the school's phone central panel using existing conduits, as indicated on the response to RFI #CC-052.

5-5 CO5_HS Electric_Disney_Bond.pdf

13.q Approval for Additional 10Gb Port to the Corporation for Education Network Initiatives in California (CENIC) (General Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the additional 10Gb port to the Corporation for Education Network Initiatives in California (CENIC), not to exceed $5,342.39, (01.0-00000.0-00000-77000-4410/5916-7401000) (General Fund), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval_Additional 10GB Port_CENIC_050522.pdf

Member Frintner asked to have item 13a., Approval of Minutes of the April 21, 2022 Board of Education Meeting, pulled for separate consideration as he was not present for that meeting.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve items 13b-13q, as recommended. The motion carried unanimously.

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve item 13a., as recommended. The motion carried 4-0-1 with the following roll-call vote: AYES: Aghakhanian, Weisberg, Ferguson, and Tabet. ABSTAIN: Frintner.

President Tabet read out the retirements, thanked the employees for their service, and wished them happiness in their retirement.

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications on a Subject Within the Jurisdiction of the School Board

Carrie Herran, parent, spoke about the disappointment of students and families that parents cannot attend the Spring Dance in which their children will be participating. She said she does not understand why some events (indoors and outdoors) are still being held with guests in attendance, but for this event the parents are forbidden from attending. She asks that the Board and staff reconsider this decision.

Nicole Drabecki, teacher, spoke about the renewal of Superintendent Hill's contract. She questioned why it was being brought forward on tonight's agenda when it has not even expired and questioned his credentials and suitability for the role at the time he was hired. She expressed her disappointment in what she feels is his lack of leadership and lack of involvement with the Measure I campaign. She also pointed out what she considered his lack of leadership regarding the return to school in January 2022 after Winter Break before the District could establish a COVID-19 testing system. She questioned the amount of Superintendent Hill's pay, which she pointed out is higher than that of the Governor of California, something she finds especially troubling when the District cannot even fund elementary P.E. teachers.

Diana Abasta, President of the Burbank Teachers Association, said she was speaking on behalf of the Burbank Teachers Association's Executive Board. She said that public educators are under unprecedented attack from natural events and political discord, creating a grave crisis as evidenced by the fact that teacher preparation programs are currently unable to fill seats because the teaching profession has become so undesirable. She suggested that there was no time to lose in the development of a proactive, pro-education and pro-educator plan to come out of this crisis stronger and more unified than ever. BTA envisions a plan for 2022-23 that addresses the needs of the students and supports District employees to foster healthy school cultures where all students and adults on campus are treated with civility, empathy, and integrity. The first goal she suggests is to look at how discipline is implemented at BUSD to target the behaviors that require intensive resources and alternative placements and pathways for students who are unable to adhere to set policies and procedures that make it safe for all students to learn. She said these policies should be implemented with fidelity and that no one entity should be able to circumvent the accountability that goes with holding parents and students responsible for the roles they play in ensuring that the learning expectations are met for all. Goals 2 must address the classroom and learning and learning services environments. There needs to be clear guidelines of what an appropriate and rigorous curriculum looks like that honors state standards and secures the collective support of educators who are providing all students with a more just, equitable, and democratic learning environment. Goal 3 must be the unequivocal support of classroom teachers, counselors, speech and language pathologists, and nurses to include increased salary and benefits that are above average and to support teachers on issues of

academic freedom and instructional pedagogy in support of state education requirements. That means courageously standing behind teachers who are unfairly abused and vilified on social media in email communications. This kind of support requires unfailing leadership from the Superintendent, the School Board, and all District administrators. Anything less will contribute to the growing exodus from our profession. These three goals lay out the essential vision that Ms. Abasta says the District must have for our students and teachers going forward. Ms. Abasta said that BTA stands ready to negotiate the details of these goals in good faith and then vigorously implement them. In every crisis there is opportunity and Ms. Abasta suggested that the District should let this crisis enable the leaders of Burbank Unified to chart a course for excellence rather than mediocrity. She spoke about the impact of how Social Security is administered to teachers and she urged her members, especially new teachers, to begin saving and contributing to their retirement now rather than waiting until the last minute.

Carmenita Helligar, Burbank resident and parent, said she feels that Burbank and BUSD's racism is showing. She said after the recent Special Board Meeting on May 3, 2022, that she began wondering why there was so much dissent between our Board Members and senior administrative staff. She spoke about a blog [sic] she read online called myBurbank.com wherein a writer mentions the dissent and questions why the Board is not on the side of Superintendent Hill. The writer also mentioned the "banned book debacle." Ms. Helligar brought up the example that the District pulled the Shakespeare play *Romeo and Juliet* because English teachers felt it glorified teen suicide. She questions why there was no outcry over that, but when other students came forward some years later to say that books with the "N" word in them were affecting their mental health, there was a storm. She questioned why the White students who were tragically taking their own lives were protected but the BIPOC students were not, and suggested that is an example of White supremacy culture. She said she believes that the reason the Board is not approving Superintendent Hill's contract is because he has been proactive on pausing books containing the "N" word. She believes that because Superintendent Hill went up against this White supremacy culture, from that moment on he has had a target on his back because one thing you cannot do is challenge a system that says that Black and Brown children are not important. She asked if Vice President Ferguson and Member Frintner would allow a book that contains the "F" slur more than 200 times, while they are allowing that to occur for other students. She said that the minute Superintendent Hill started standing up for other children, everyone started attacking him. She questioned why the Board always renewed his contract in the past until he started helping Black and Brown children. She told the Board that they have to stop upholding White supremacy and stop communicating about these books because her family was threatened and every time she reads something it goes back to these books.

Jane Zargaryan, BHS student, spoke about her disappointment in the decision to not erect a stage for the BHS graduation ceremony. She said she started the petition to have a stage and said she received 562 signatures. She described some of the upheaval that BHS students have been through this year and said that not having a stage for their graduation will only add to the heartache they have endured this year.

14.b Superintendent's Comments and Responses

Superintendent Hill thanked all of the speakers. He complimented Ms. Zargaryan on her passionate advocacy. He said that he understood Ms. Herran's frustration about not being able to attend their child's Spring Dance event. He explained how the principals discussed this at length and he supported their decision. He thanked Ms. Abasta for her input. He thanked both Ms. Drabecki and Ms. Helligar for expressing their differing opinions about his competency and leadership. He said that he did knock on doors and did phone banking to help get Measure I passed and that he visits schools all the time so he wanted to correct what Ms. Drabecki said on those aspects of his performance.

14.c Board Members' Comments and Responses

Member Frintner thanked all of the speakers. He said that he did not feel it was appropriate to comment on the Superintendent's contract since they pulled the item and will be bringing it back in July. He explained some of the decision-making process with regard to excluding parent guests at the Spring Dance, but said that he understands the parents' frustration.

Member Aghakhanian asked if there was a remedy to the Spring Dance dilemma such as using parent volunteers to check vaccination status. Superintendent Hill explained that the elementary principals discussed this issue at length and made their decision based on their fact-finding and discussion.

President Tabet said she understands parents' frustration about not being able to attend the Spring Dance, but says she would find it difficult to go against the will of all 11 elementary principals.

Clerk Weisberg said that while the inability to attend the Spring Dance is heartbreaking she does trust the guidance of the District's elementary principals.

15. ADJOURNMENT

The meeting was adjourned at 10:30 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/2/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

TO: Board of Education / Superintendent Consent 6/2/2022

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

SUBJECT: Certificated Personnel - Report Number 21-22-18 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.

ELECTION: ADULT SCHOOL SUB	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MORALES, MICHELLE Adult School	Adult Ed Sub Teacher Substitute Teacher	11.0-63910.0-41106-10000-1160-5330000	100			5/13/2022

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MARTIN, NANCY John Muir Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:006 - ST:24 STP: $1345	Began service 9/3/92	5/30/2022

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
FRIEND, TIFFANY Emerson Elementary School	Elementary Spec Ed Teacher Leave of Absence - FTE:100%	01.0-65000.0-57602-11100-1110-2030000	100	STP: $2690	Began Service 12/20/2018	6/30/2022
BARTOK, KRISTEN Providencia Elementary School	Elementary Teacher Elementary - FTE:100%	01.0-00000.0-11100-10000-1110-2130000	100	STP: $1345	Began Service 9/17/1991	7/15/2022
YAO, JOANNE Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	STP: $1345	Began service 8/5/19	6/30/2022
ROSTOMYAN, JOY Jefferson Elementary School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100		Began Service 02/12/2002	6/30/2022
MORGAN, KELSEY John Muir Middle School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100		Began service 3/5/13. Currently on a 20% General Purpose Leave.	6/30/2022

CHANGE OF SALARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
AVANESIAN, ELLIN Jefferson Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100	Salary Rate: $4891.91 STP: $1345	To change salary schedule by receiving credential	5/1/2022 5/27/2022

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
MADERA, CYNTHIA J Miller Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2100000	100	RA:006 - ST:22	Unpaid Personal Necessity LOA	5/9/2022 5/13/2022
SHALTS, RACHEL Special Education	Speech Therapist Leave of Absence - FTE:80%	01.0-65000.0-57602-11901-1110-7440000	100	RA:VI - ST:11 STP: $2690	Health LOA 20%	8/8/2022 5/26/2023

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
KEELER, FRED Adult School	Independent Learning Academy Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-5750025	100	RA:006 - ST:12 STP: $1345	From Parental Bonding LOA	5/9/2022

LEAVE OF ABSENCE (UNPAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
PETERSON, LAUREN Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:10	Child Care unpaid LOA	8/8/2022 12/31/2022
RIVERA, RYAN Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:13 STP: $1345	General Purpose Unpaid Leave 2022-2023 School Year	8/8/2022 5/26/2023

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
CHRISTOFFERSEN, ERIC Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		5/13/2022
MORENO, JANNETH Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		5/27/2022

ELECTION: ADULT SCHOOL	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
PAMILAR, CARINA Adult School	Teacher: Adult School Pre-Certified Nursing Assistant &	11.0-63910.0-41104-10000-1130-5330000	100	RA:001 - ST:05		10/13/2021 5/27/2022

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 21-22-18

June 2, 2022
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Almer, Jennifer	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Baker, Ryan	CC	Additional hours at assignment	Hourly	$21.67	20	April
Bauer, Sarah	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Beliveau, Alyssa	Instruct. Serv.	Intervention Planning	Hourly	$33.77	30	April
Bowren, Stacey	ILA	Intervention Planning	Hourly	$33.77	10	May
Carr, Lisa	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Casper, Jennifer	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Cody, Lisa	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Cook, Jacob	JBHS	Head Varsity Swim CIF Coaching	Stipend	$764	1	May
GoodhopeCuthbertson,C	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Dekay, James	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Del Rio, Erica	CC	Additional hours at assignment	Hourly	$23.88	10	May
Dent, Ericca	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Dixon, Joan Michelle	Spec Ed	Home Teacher	Hourly	$36.09	53	April – May
Ferrat, Pricilla	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Gaspar, Elva	CC	Additional hours at assignment	Hourly	$26.33	.5	May
Gillearn, Jason	CDS	Intervention Teaching	Hourly	$45.52	2.5	May
Goldenberg, Jennifer	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Hammel, Robert	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Hood, Larvell	BHS	Intervention Planning	Hourly	$33.77	1	April
Howitt, Elayne	Adult	Department Chair Stipend	Stipend	$1,477	1	January - June
Ivankovic, Patricia	Spec Ed	Summer DHH assignment	Hourly	$45.52	15	June - August
Jaroslow, Lori	BHS	Intervention Planning	Hourly	$33.77	1	March
Junkermeier, Joshua	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Kemp Jr., Derrick	BHS	Intervention Planning	Hourly	$33.77	1	March
Kim, Terry	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
King, Jennifer	Spec Ed	Home Teacher	Hourly	$36.09	23	May

Kubler, Laura	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Lerner, Lia	Adult	Department Chair Stipend	Stipend	$1,477	1	January - June
Levi, Julie	Spec Ed	Induction Mentor	Stipend	$1,911	1	January - May
Manoukian, Zare	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Marino, Erin	Disney	Intervention Planning	Hourly	$33.77	6	April
Martinez, Allison	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Mayes, Jessica	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January – May
McKain, Allison	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Meza, Abraham	Adult	Department Chair Stipend	Stipend	$1,477	1	January - June
Palermo, Kasey	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January – May
Pelayo, Gricelda	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Pelayo, Gricelda	Disney	Intervention Planning	Hourly	$33.77	6	April
Pierce, Emily	JBHS	Intervention Planning	Hourly	$33.77	24.25	March - May
Redman, Anthony	Instruct. Serv.	Induction Mentor	Stipend	$1,911	1	January - May
Riggs, Deborah	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Sanchez, Patricia	Adult	Intervention Planning	Hourly	$22.98	10	May
Sardarian, Astghik	Adult	Intervention Planning	Hourly	$22.98	16	May
Sherwood, Brian	BHS	Intervention Planning	Hourly	$33.77	1	March
Silva, Josefina	CC	Additional hours at assignment	Hourly	$26.33	4	May
Solares, Sylvia	Disney	Intervention Planning	Hourly	$33.77	6	April
Symons, Brad	BHS	Intervention Planning	Hourly	$33.77	20	May
Ta, Nien	Disney	Intervention Planning	Hourly	$33.77	6	April
Tadevosian, Valentine	CC	Additional hours at assignment	Hourly	$19.66	8	May
Tobin, Jill	Instruct. Serv.	Induction Mentor	Stipend	$956	1	January - May
Torosian, Edna	CC	Additional hours at assignment	Hourly	$26.33	200	August – May
Tutak, Christine	Adult	Department Chair Stipend	Stipend	$1,477	1	January - June

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Retirement								
JOHNSON, Kim	Campus Supervision Assistant	01.0-00000.0-00000-83000-2210-4310000		35-VI	D	05-26-22		Burbank High School Began service 09-08-92
Resignation								
HAYES, Rebecca	Typist Clerk II	01.0-00000.0-00000-27000-2410-3200000	.5	32-II	C	06-07-22		Luther Middle School
JOHNSON, Matthew	Instructional Technology Media Specialist	01.0-00000.0-00000-24200-2210-2160025 01.0-30100.0-00000-24200-2210-2169000	.8333 .1667	38-VI	D	05-26-22		Washington Elementary
MORENO, Virginia	Community Resource Assistant	01.0-01501.0-47600-27000-2410-2090000 01.0-30100.0-47600-27000-2410-2099000	.50 .50	31-VI	D	06-10-22		McKinley Elementary
THOMPSON, Susana	School Office Manager-High School	01.0-00000.0-00000-27000-2410-4320000	1.0	43-VI	A	05-18-22		Burroughs High School
Leave								
REVELES, Ivory	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2110-4313000	.8125	32-V	D	05-23-22	05-26-22	Burbank High School
CL 0110 22		01.0-00000.0-00000-31400-2210-7720000	1.0			05-07-22		Human Resources
Change of Assignment – Classification/Location/FTE								
ALVAREZ, Carlos	Custodian	01.0-00100.0-00000-82100-2210-2130000		35-VI	A	04-25-22		Providencia Elementary
JONES, Stephanie	School Finance Clerk	01.0-00000.0-00000-27000-2410-3200000		38-VI	B	06-01-22		Luther Middle School
Temporary Change of Assignment								
ZAVALA, Lisa	Personnel Technician II Classified	01.0-32130.0-00000-72000-2410-7559000		47-I	A	05-15-22	08-31-22	Human Resources
Election – Monthly								
BOJOLYAN, Maro	Purchasing Technician	01.0-00000.0-00000-72000-2410-7530000		43-I	A	05-12-22		Purchasing
FITZGERALD, Christine	Library Coordinator – Elementary	01.0-01500.0-00000-24200-2210-2010000 01.0-30100.0-00000-24200-2210-2019000	.8190 .1810	36-I	D	05-09-22		Disney Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly								
AGHABEGI, Ana	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2150000		32-VI	A	05-01-22	05-27-22	Children's Center
ALVAREZ, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-21-22	04-21-22	Burroughs High School
ALVAREZ, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-22-22	04-22-22	Burroughs High School
ALVAREZ, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-30-22	04-30-22	Burroughs High School
ALVAREZ, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-01-22	05-01-22	Burroughs High School
ALVAREZ, Luis	Painter	01.0-81500.0-00000-81100-2240-7523100		48-VI	A	04-23-22	04-23-22	Facilities Services
AMBROSE, Liliana	Campus Supervision Assistant	01.0-00000.0-11100-41000-2940-4311000		35-VI	D	05-01-22	05-31-22	Burbank High School
AMEZCUA, Elizabeth	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2030000		32-IV	D	05-01-22	05-27-22	Children's Center
AVINA, Manuel	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	04-15-22	04-15-22	Providencia Elementary
AVINA, Manuel	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-16-22	04-16-22	Providencia Elementary
AVINA, Manuel	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	04-22-22	04-22-22	Providencia Elementary
AVINA, Manuel	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-23-22	04-23-22	Providencia Elementary
AVINA, Manuel	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-30-22	04-30-22	Providencia Elementary
AYALA, Jose	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	04-23-22	04-23-22	Miller Elementary
AYALA, Joseph	Senior Grounds Technician	01.0-90708.0-81000-50002-2240-7528000		47-VI	A	04-21-22	04-21-22	Burroughs High School
BARILLAS, Oscar	Lead Custodian-Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-23-22	04-23-22	Facilities Services
BROOKS, Mackenna	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000		40-VI	D	05-13-22	05-27-22	Special Education
CARRASCO, Janel	Campus Supervision Assistant	01.0-00000.0-11100-41000-2940-4311000		35-VI	D	05-01-22	05-31-22	Burbank High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
CASTILLO-CABRERA, Jose	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-16-22	04-16-22	Burbank High School
CELIS, Juan	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-04-22	04-04-22	Jefferson Elementary
CELIS, Juan	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-18-22	04-18-22	Jefferson Elementary
CLARK, Tristian	Plant Engineer	01.0-81500.0-00000-81100-2240-7523100		56-VI	A	05-04-22	05-04-22	Facilities Services
CORNEJO, Yolanda	Instructional Assistant – Children's Center	12.0-90603.0-00010-10000-2130-5300000		32-VI	C	04-01-22	05-31-22	Children's Center
CUEVAS, Larissa	Discrete Trail Facilitator	01.0-65000.0-57601-11905-2130-7440000		40-VI	D	05-13-22	05-27-22	Special Education
DE LA CRUZ, Johanna	Campus Supervision Assistant	01.0-00000.0-11100-41000-2940-4311000		35-VI	D	05-01-22	05-31-22	Burbank High School
DEMIRCHYAN, Goar	Instructional Assistant – Children's Center	12.0-0-602.0-11100-10000-2130-2130000		32-VI	C	05-01-22	05-27-22	Children's Center
DIAZ, Basilio	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-V	A	04-04-22	04-04-22	Miller Elementary
DIAZ, Juan Carlos	Senior Custodian	01.0-90711.0-81000-50002-2240-2098000		35-VI	A	03-04-22	03-04-22	McKinley Elementary
DUENAS, Christina	Middle School Aide	01.0-00000.0-11100-41000-2940-4311000		34-VI	D	05-01-22	05-31-22	Luther Middle School
EVARTRAZIAN, Alice	Instructional Assistant – Children's Center	12.0-90603.0-00010-10000-2130-5300000		32-VI	A	04-01-22	05-31-22	Children's Center
FERRER, Tirza	Instructional Assistant	01.0-65000.0-57602-11100-2130-7440000		32-VI	D	05-01-22	05-26-22	Special Education
GILMORE, Miles	Campus Supervision Assistant	01.0-00000.0-11100-41000-2940-4311000		35-I	D	05-01-22	05-31-22	Burbank High School
GUTIERREZ, Pedro	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-I	A	04-09-22	04-09-22	Jefferson Elementary
GUTIERREZ, Pedro	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-I	A	05-07-22	04-09-22	Jefferson Elementary
HAYES, Rebecca	Typist Clerk	01.0-00000.0-00000-27000-2430-3201000		30-II	C	01-01-22	06-30-22	Luther Middle School
HONORE, Bavet	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2140000		32-VI	D	05-01-22	05-27-22	Children's Center

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
ISAIAN, Helen	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2060000		32-VI	D	05-01-22	05-27-22	Children's Center
KIRKPATRICK, Gloria	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000		40-VI	D	05-20-22	05-27-22	Special Education
KRUEGER, Joseph	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2140000		32-VI	D	05-01-22	05-27-22	Children's Center
LARA, Armida	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2050000		32-VI	C	05-01-22	05-27-22	Children's Center
LEDEZMA, Reina	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-16-22	04-16-22	Luther Middle School
LEDEZMA, Reina	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-23-22	04-23-22	Luther Middle School
LEDEZMA, Reina	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-27-22	04-27-22	Luther Middle School
LEDEZMA, Reina	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-30-22	04-30-22	Luther Middle School
LEDEZMA, Reina	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-07-22	05-07-22	Luther Middle School
LEON, Oscar	Lead Custodian-Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-16-22	04-16-22	Facilities Services
LEON, Oscar	Lead Custodian-Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-23-22	04-23-22	Facilities Services
LEON, Oscar	Lead Custodian-	01.0-90711.0-81000-50002-2240-4318000		40-VI	A	04-24-22	04-24-22	Burbank High School
MACIAS, Oscar	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-22-22	04-22-22	Edison Elementary
MARTINEZ, Jose Manuel	Custodian	01.0-00100.0-00000-82100-2260-7520000		35-I	A	05-13-22		Facilities Services
MC DONALD, Cheryl	Campus Supervision Assistant	01.0-00000.0-11100-41000-2940-4311000		35-VI	D	05-01-22	05-31-22	Burbank High School
MC DONALD, Cheryl	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4318100		35-VI	D	02-01-22	02-28-22	Burbank High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
MELIKIAN, Lilia	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2050000		32-VI	D	05-01-22	05-27-22	Children's Center
MENENDEZ, Juan	Campus Supervision Assistant	01.0-00000.0-11100-41000-2940-4311000		35-VI	D	05-01-22	05-31-22	Burbank High School
NASSIM, Wahiba	Teacher-Fee Based	11.0-00639.0-41120-10000-2130-5330000		29.51	F	01-31-22		Burbank Adult School
NAVARRO, Silvia	Food Service Assistant	13.0-53100.0-00000-37000-2230-4320000		27-VI	D	05-01-22	05-26-22	Burroughs High School
OHANIAN, Hermineh	Instructional Assistant Parent Education Substitute	11.0-00639.0-41103-10000-2160-5330000		31-I	G	02-17-22		Human Resources
OLEA, Omar	Locksmith	01.0-81500.0-00000-81100-2240-7523100		44-III	A	04-23-22	04-23-22	Facilities Services
PONCE, Carlos	Custodian	01.0-00100.0-00000-82100-2260-7520000		35-VI	A	05-07-22	05-07-22	Harte Elementary
RECINOS, Karina	Food Service Assistant	13.0-53100.0-00000-37000-2230-4320000		27-II	D	05-01-22	05-26-22	Burroughs High School
REINSMA, Madison	Education Interpreter III	01.0-65000.0-57602-11104-2130-7440000		54-IV	D	05-27-22	05-27-22	Special Education
REINSMA, Madison	Education Interpreter III	01.0-65000.0-57602-11104-2130-7440000		54-IV	D	07-01-22	08-31-22	Special Education
RIGGINS, Jasmine	Education Interpreter III	01.0-65000.0-57602-11104-2130-7440000		54-II	D	05-27-02	06-30-22	Special Education
RIGGINS, Jasmine	Education Interpreter III	01.0-65000.0-57602-11104-2130-7440000		54-II	D	07-01-22	08-31-22	Special Education
RIOS, Lydia	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2050000		32-VI	C	05-01-22	05-27-22	Children's Center
ROBLES, Lisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2140-7440000		40-V	D	05-13-22	05-20-22	Special Education
RODRIGUEZ, Sergio	Building Maintenance Leadperson	01.0-81500.0-00000-81100-2240-7523100		58-VI	A	04-23-22	04-23-22	Facilities Services
SANCHEZ, Bonnie	Instructional Assistant Severely Impaired	01.0-65000.0-57602-11100-2130-7440000		35-VI	D	03-09-22	03-09-22	Special Education
TARVERDYAN, Nelli	Campus Supervisor Assistant Substitute	01.0-00000.0-00000-83000-2260-7550000		27-I	G	12-10-21	04-05-22	Human Resources
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-08-22	04-08-22	Burroughs High School

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Election – Hourly (Continued)								
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-10-22	04-10-22	Burroughs High School
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-11-22	04-11-22	Burbank High School
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-13-22	04-13-22	Burbank High School
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-14-22	04-14-22	Burbank High School
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-16-22	04-16-22	Burbank High School
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-22-22	04-22-22	Disney Elementary
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-23-22	04-23-22	Muir Middle School
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-27-22	04-27-22	Burbank High School
VALEZ ORELLANA, Azael	Custodian	01.0-90708.0-81000-500002-2240-752800		35-II	A	04-23-22	04-23-22	Dolores Huerta Middle School
VALEZ ORELLANA, Azael	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-II	A	05-02-22	05-02-22	Dolores Huerta Middle School\
VAZQUEZ, Isidoro	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-23-22	04-23-22	Miller Elementary
VAZQUEZ, Roxana	School Safety/ Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-29-22	04-29-22	Adult School
VIERA, Erin Marie	Teacher-Fee Based	11.0-00639.0-41120-10000-2130-5330000		39.51	F	02-07-22		Burbank Adult School
Election – Student Helpers								
DOMINGO, Joseph	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		15.00	G	04-14-22	06-30-22	Special Education
HOLLAND, Alaiyah	Student Worker	13.0-53100.0-00000-37000-2933-4310000		15.00	G	05-01-22	05-25-22	Burbank High School
LEVIN, Emily	Student Worker	13.0-53100.0-00000-37000-2933-4310000		15.00	G	05-01-22	5-25-22	Burbank High School
PELTIER, Carson	Student Worker	13.0-53100.0-00000-37000-2933-4320000		15.00	G	05-01-22	05-25-22	Burroughs High School
Election – Walk on Coach								
FOURMY, Max	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	04-01-22	04-31-22	Burbank High School
FOURMY, Max	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	02-01-22	02-28-22	Burbank High School

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Walk on Coach (Continued)								
HENDERSON-DEAN, Cindy	Short Term Performing Arts	01.0-90904.0-17006-41002-2171-4318100		15.00	F	04-01-22	04-31-22	Burbank High School
HENDERSON-DEAN, Cindy	Short Term Performing Arts	01.0-90904.0-17006-41002-2171-4318100		15.00	F	02-01-22	02-28-22	Burbank High School
JABOURIAN, Kristopher	Short Term Athletic	01.0-00000.0-15001-42002-2171-4310000		106.00	F	03-01-22	03-31-22	Burbank High School
KODAMA, Mitchell	Short Term Athletic	01.0-00000.0-15001-42002-2171-4310000		106.00	F	03-01-22	03-31-22	Burbank High School
LOGAN, Nicolina	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	04-01-22	04-31-22	Burbank High School
LOGAN, Nicolina	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	02-01-22	02-28-22	Burbank High School
NAVARRO, Mark Anthony	Short Term Performing Arts	01.0-90711.0-17016-4200-2171-4328000		15.00	F	01-03-22	01-31-22	Burroughs High School
ORTEGA-JENNISON, Martin Ryan	Short Term Athletic	01.0-00000.0-15001-42002-2171-4320000		106.00	F	05-01-22	05-31-22	Burroughs High School
ORTEGA-JENNISON, Martin Ryan	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100		15.00	F	02-01-22	04-30-22	Burroughs High School
ROBINSON, George	Short Term Athletic	01.0-90904.0-15001-42000-2171-4318100		14.00	F	11-01-21	11-30-21	Burbank High School
SHERRILL, Aaron	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328100		15.00	F	04-01-22	04-30-22	Burroughs High School
SHERRILL, Aaron	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328500		15.00	F	02-01-22	02-28-22	Burroughs High School
SHIRTCLIFF, Michelle	Short Term Performing	01.0-90904.0-17006-41002-2171-4318100		15.00	F	04-01-22	04-31-22	Burbank High School
SHIRTCLIFF, Michelle	Short Term Performing	01.0-90904.0-17006-41002-2171-4318100		15.00	F	02-01-22	02-28-22	Burbank High School
STEIN, Jeremy	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	04-01-22	04-31-22	Burbank High School
STEIN, Jeremy	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	03-01-22	03-31-22	Burbank High School
UVAS, Ian	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	04-01-22	04-31-22	Burbank High School
UVAS, Ian	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328100		15.00	F	04-01-22	04-30-22	Burroughs High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Walk on Coach (Continued)								
UVAS, Ian	Short Term Performing Arts	01.0-90904.0-17006-41002-2171-4318100		15.00	F	02-01-22	02-28-22	Burbank High School
VAN DEN ELZEN, Kevin	Short Term Performing Arts	01.0-90703.0-17006-41002-2171-3228000		15.00	F	03-01-22	05-26-22	Muir Middle School
WALTERS, Robert	Short Term Athletic	01.0-90904.0-17006-41002-2171-4318100		15.00	F	04-01-22	04-31-22	Burbank High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

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BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 04/26/2022 & 05/09/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22000091	HYDRAULIC INDUSTRIAL PLUMBING SUPPLY	C/O 6: INCREASE ORDER BY $7,500.00; 2021-22 BLANKET ORDER; PLUMBING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$34,500.00
22000121	ALLAHDADIAN, ASHKHEN	C/O 1: INCREASE BY $307.14; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,629.22
22000126	AYUSO, BARBARA	C/O 1: INCREASE BY $155.82; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,639.46
22000127	BANIAN, VARTUHI	C/O 1: INCREASE BY $155.82; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,639.46
22000129	BREMMER, KATHRYN	C/O 1: INCREASE BY $206.39; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,827.14
22000131	BROOKS, ANN E	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000132	BRUHN, NANCY	C/O 1: INCRESE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000139	COLLIER, DONNA	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000140	COOK, FREDERICK	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000143	DERRY, CAROL	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000145	DOGGETT, IGNACIA	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000148	ENGEL, DAVID	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000149	ENGEL, SANDRA	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000155	GARFIELD, PATRICIA	C/O 1: INCREASE BY $489.24; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,895.28
22000160	HARLAN, JANET	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000161	HILL, LINDSAY	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000166	JOE, GLORIA	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72

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22000167	JOSLIN, JULIA	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000174	MACIEL, ANA MARIA	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000179	MERCHAIN, DEBORAH	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000184	O'ROURKE, BRIAN	C/O 1: INCREASE BY $206.97; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$12,206.97
22000185	PASCOLINI, CAROL A.	C/O 1: INCREASE BY $155.82; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,432.49
22000186	PEREZ, LINDA	C/O 1: INCREASE BY $271.50; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,241.58
22000188	POWELL, ROBERT	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000193	REED, LETITIA	C/O 1: INCREASE BY $460.12; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$8,762.68
22000195	RIFE, SUSAN	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000198	RONDINELLA, DAWN	C/O 1: INCREASE BY $657.72; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$4,461.00
22000200	SARQUIZ, JANET	C/O 1: INCREASE BY $155.82; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,639.46
22000208	SNOWDEN, NANCY	C/O 1: INCREASE BY $31.86; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,890.86
22000210	SPENCE, JOHN	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000212	SUBIA, JOSE LUIS	C/O 1: INCREASE BY $335.61; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,612.28
22000213	SULLIVAN, CINDY	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000214	SULLIVAN, TIMOTHY	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000215	THOMSON, DAVID	C/O 1: INCREASE BY $489.24; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,895.28
22000221	YOUNG, LINDA	C/O 1: INCREASE BY $489.24; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,895.28

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22000223	INMAN, SHARON	C/O 1: INCREASE BY $155.82; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$2,639.46
22000225	RONDINELLA, TINA	C/O 1: INCREASE BY $476.56; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$4,186.00
22000226	SHAW, ROBERT	C/O 1: INCREASE BY $576.84; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,995.60
22000229	BANKS, SONIA	C/O 1: INCREASE BY $775.36; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,097.44
22000233	MARCY, CATHY	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000234	RODRIGUEZ, ROSEMARIE	C/O 1: INCREASE BY $325.82; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$8,628.38
22000235	ROMERO, MARIA ELENA	C/O 1: INCREASE BY $263.64; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$6,585.72
22000240	BROIDY, HEATHER	C/O 1: INCREASE BY $1,450.68; 2021-22 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$7,385.64
22000259	REFRIGERATION SUPPLIES DIST	C/O 2: INCREASE ORDER BY $10,000.00; 2021-22 BLANKET ORDER; HVAC REPAIR MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$42,500.00
22000261	SMARDAN SUPPLY BURBANK	C/O 4: INCREASE BY $5,000.00; 2021-22 BLANKET ORDER; PLUMBING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$42,500.00
22000311	UNITED PARCEL SERVICE	C/O 1: INCREASE ORDER BY $400.00; 2021-22 BLANKET ORDER; UPS PICK-UPS; DISTRICTWIDE FUNDS	WAREHOUSE	010	$1,000.00
22000359	WAXIE SANITARY SUPPLY	C/O 1: INCREASE BY $30,000.00; 2021-22 BLANKET ORDER; CUSTODIAL SUPPLIES; UNRESTRICTED MAINTENANCE FUNDS; OMNIA PB CONTRACT #202329-01	FACILITIES PLANNING SERVICES	010	$305,000.00
22000360	WAXIE SANITARY SUPPLY	C/O 1: REDUCE BY $3,820.00; 2021-22 BLANKET ORDER; CUSTODIAL SUPPLIES FOR ATB SITES & MONTEREY INFANT CENTER; CHILD DEVELOPMENT FUNDS; OMNIA PB CONTRACT #202329-01	CHILD DEVELOPMENT SERVICES	120	$14,180.00
22000433	GOLD STAR FOODS	C/O 1: INCREASE BY $70,000.00; 2021-22 BLANKET ORDER; STOCK FOOD ITEMS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$1,070,000.00

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22000608	WAXIE SANITARY SUPPLY	C/O 1: REDUCE BY $597.75; 2021-22 BLANKET ORDER; CUSTODIAL SUPPLIES; CHILD DEVELOPMENT FUNDS; OMNIA PB CONTRACT #202329-01	WASHINGTON CHILDREN´S CENTER	120	$3,402.25
22000622	AMS.NET INC	C/O 2: INCREASE BY $30,000.00 - BD 4/21/22; PROFESSIONAL SERVICES AGREEMENT; TECHNOLOGY SUPPORT; BOARD APPROVED 7/15/21	TECHNOLOGY SERVICES	010	$80,400.00
22000726	DRIFTWOOD DAIRY	C/O 2: INCREASE BY $225.00; 2021-22 BLANKET ORDER; INSTRUCTIONAL SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,800.00
22000742	HANDY MARKET	C/O 1: REDCUCE ORDER BY $225.00; 2021-22 BLANKET ORDER; CULINARY ARTS SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,775.00
22000868	MOE PLUMBING/JOHN KEEFE PLUMBING CO	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$567.42
22000961	T-MOBILE	C/O 2: INCREASE ORDER BY $115,000.00; 2021-22 BLANKET ORDER; HOTSPOT MONTHLY SERVICE FEES; ESSER III FUNDS	TECHNOLOGY SERVICES	010	$226,920.97
22000997	COMMERCIAL DOOR OF LOS ANGELES COUNTY	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$1,262.00
22001193	VITAL HEALTHCARE INC	C/O 5: CHANGE ACCOUNT DISTRIBUTION; PROFESSIONAL SERVICES AGREEMENT; DISTRICT-WIDE COVID-19 TESTING; FEMA PUBLIC ASSISTANCE GRANT, DPH COVID TESTING, IN PERSON INSTRUCTION, & ELO FUNDS; BOARD APPROVED 9/2/21	FISCAL SERVICES	010	$4,577,864.00
22001206	GARVEY EQUIPMENT COMPANY	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$641.74
22001351	4A CRANE SERVICE CO.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$850.00
22001555	COMMERCIAL DOOR OF LOS ANGELES COUNTY	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$1,407.24
22001706	PROTOCOL AGENCY, INC.	C/O 2: INCREASE BY $315,000.00 - BD 4/21/22; PROFESSIONAL SERVICES AGREEMENT; NURSING STAFF; DPH-COVID TESTING FUNDS; BOARD APPROVED 10/7/21	INSTRUCTIONAL SERVICES	010	$715,000.00
22001721	FILE KEEPERS, LLC	C/O 1: INCREASE ORDER BY $70.00; 2021-22 BLANKET ORDER; DOCUMENT DESTRUCTION SERVICES	EMERSON ELEMENTARY	010	$120.00
22001766	ICS SERVICE CO.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$1,012.86
22001929	THERAPY IN ACTION	C/O 1: EXTEND TERM - BD 4/21/22; PROFESSIONAL SERVICES AGREEMENT; OCCUPATIONAL THERAPY ASSESSMENT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/21/21	SPECIAL EDUCATION	010	$1,600.00

BOARD DETAIL REPORT

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22002005	ELITE MODULAR LEASING AND SALES INC	C/O 1: INCREASE BY $5,944.00; LEASE EXTENSION OF RELOCATABLE CLASSROOMS @ DISNEY ES; PIGGYBACK SSPU #40-09/2016-17; CAPITAL FACILITIES FUNDS; BOARD APPROVED 11/18/21	FACILITIES SERVICES	250	$22,344.00
22002051	ICS SERVICE CO.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$410.57
22002106	ANDERSON, LUKE	C/O 1: INCREASE BY $980.00 - BD 4/21/22; CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND PROGRAM; GIFT FUNDS; BOARD APPROVED 11/4/21	BRET HARTE ELEMENTARY	010	$3,980.00
22002333	ICS SERVICE CO.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$862.36
22002426	YOUNG, JOY	C/O 1: INCREASE BY $1,520.00 AND EXTEND TERM - BD 4/21/22; CONSULTANT AGREEMENT; SPEECH AND LANGUAGE SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 12/16/21	SPECIAL EDUCATION	010	$2,850.00
22002474	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$1,025.10
22002616	SMALLEY & COMPANY	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$254.71
22002677	SUNBELT RENTALS, INC.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$107.20
22002874	MISSION SCHOOL TRANSPORTATION	C/O 1: INCREASE BY $266.68; STUDENT TRANSPORTATION; VMA	BURBANK HIGH SCHOOL	010	$1,604.26
22002903	SUNBELT RENTALS, INC.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$1,557.68
22002959	PARTS TOWN, LLC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$2,221.99
22002960	STAR FORD	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$954.95
22002961	SUNBELT RENTALS, INC.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$1,022.05
22003076	MOE PLUMBING/JOHN KEEFE PLUMBING CO	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$855.00
22003109	4A CRANE SERVICE CO.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$200.00
22003110	TRANS GAS PROPANE	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$22.77
22003171	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$469.00
22003177	MOBILE ED PRODUCTIONS, INC.	C/O 1: CANCEL ORDER; CONSULTANT AGREEMENT; SKYE DOME PRESENTATION; GIFT FUNDS; BOARD APPROVED 3/17/22	STEVENSON ELEMENTARY	010	$1,095.00
22003231	SCHOOL SPECIALTY, INC	C/O 1: CANCEL BACKORDER; ART SUPPLIES	BRET HARTE ELEMENTARY	010	$547.94
22003232	DURHAM SCHOOL SERVICES	C/O 1: REDUCE BY $419.49; STUDENT TRANSPORATION; FIELD TRIP; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	$7,459.20

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003235	SCHOOL NURSE SUPPLY INC	C/O 1: CANCEL BACKORDER; HEALTH SUPPLIES	MONTEREY HIGH SCHOOL	010	$462.39
22003245	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$75.52
22003318	S & S WORLDWIDE	C/O 1: CANCEL BACKORDER; PHYSICAL EDUCATION SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$375.66
22003357	LIBRE SCHOOL SERVICES	C/O 1: INCREASE BY $950.00; STUDENT TRANSPORTATION; GRAD NIGHT; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	$6,650.00
22003473	AMAZON CAPITAL SERVICES	C/O 1: ORDER REPLACEMENT; TECHNOLOGY SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$15.41
22003483	AMAZON CAPITAL SERVICES	C/O 1: CANCEL BACKORDER; STAFF GIFTS	LUTHER BURBANK MIDDLE SCHOOL	010	$228.03
22003622	UME FEDERAL CREDIT UNION	C/O 1: INCREASE BY $332.76; HEALTH EQUIPMENT	LUTHER BURBANK MIDDLE SCHOOL	010	$2,111.69
22003623	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$25,669.64
22003624	CAROLINA BIOLOGICAL SUPPLY CO	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$124.03
22003625	US AIR CONDITIONING DISTRIBUTORS	HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$3,682.63
22003626	MYSTERY SCIENCE INC	SOFTWARE LICENSE; BOARD APPROVED 6/17/21	STEVENSON ELEMENTARY	010	$1,325.00
22003627	LEARNING A-Z	SOFTWARE LICENSE; BOARD APPROVED 6/17/21	STEVENSON ELEMENTARY	010	$2,394.00
22003628	TEACHER CREATED MATERIALS	INSTRUCTIONAL MATERIALS; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$2,308.76
22003629	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MILLER ELEMENTARY	010	$3,323.42
22003630	SCHOOL MATE	STUDENT PLANNERS	MILLER ELEMENTARY	010	$1,781.64
22003631	UME FEDERAL CREDIT UNION	TECHNOLOGY SUPPLY	PROVIDENCIA ELEMENTARY	010	$91.50
22003632	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$227.58
22003633	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$51.71
22003634	GREEN, VALERIE	REFUND TO PARENT FOR OSS 2022; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$280.00
22003635	VARGAS, WENDY	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR STAFF GIFT	MUIR MIDDLE SCHOOL	010	$16.53
22003636	MONTGOMERY HARDWARE COMPANY	FIRE DOOR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,044.39
22003637	DISCOVERY CUBE OF ORANGE COUNTY	CONSULTANT AGREEMENT; SCIENCE ASSEMBLY; GIFT FUNDS; BOARD APPROVED 4/21/22	EMERSON ELEMENTARY	010	$200.00
22003638	AMAZON CAPITAL SERVICES	HEALTH EQUIPMENT; SPECIAL EDUCATION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$196.90

Printed between 04/26/2022 & 05/09/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22003639	COOLE SCHOOL	STUDENT PLANNERS; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$804.59
22003640	CO TING KEH, ROWENA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	EMERSON ELEMENTARY	010	$133.15
22003641	GENERATION GENIUS INC	C/O 1: REDUCE ORDER BY $300.00: SOFTWARE LICENSE; BOARD APPROVED 6/17/21	ROOSEVELT ELEMENTARY	010	$995.00
22003642	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; ATB; CHILD DEVELOPMENT FUNDS	ROOSEVELT ELEMENTARY	120	$227.59
22003643	ERIKSON, ASHLEY	CONSULTANT AGREEMENT; SCIENCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 4/21/22	EDISON ELEMENTARY	010	$240.00
22003644	AMAZON CAPITAL SERVICES	GRADUATION SUPPLIES; SPECIAL EDUCATION FUNDS	MAGNOLIA PARK	010	$39.32
22003645	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$416.79
22003646	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$202.18
22003647	UME FEDERAL CREDIT UNION	BUS AND METROLINK TRANSPORTATION FOR FAMILIES IN TRANSITION; TITLE I FUNDS	Student Services	010	$615.50
22003648	UME FEDERAL CREDIT UNION	EQUIPMENT REPAIR	BURBANK HIGH SCHOOL	010	$690.00
22003649	KREISBERG, ROBYN	CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 4/21/22	EDISON ELEMENTARY	010	$600.00
22003650	THE LIBRARY STORE, INC.	LIBRARY SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$57.81
22003651	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$2,271.25
22003652	PITTMAN, HEATHER	REIMBURSEMENT TO ASSITANT PRINCIPAL FOR FOOD FOR STAFF; FILM LA FUNDS	BURBANK HIGH SCHOOL	010	$332.96
22003653	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; CHOIR	LUTHER BURBANK MIDDLE SCHOOL	010	$1,900.00
22003654	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$75.88
22003655	SCHOLASTIC INC.	BOOKS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$66.56
22003656	SOCIAL THINKING	INSTRUCTIONAL MATERIALS; LEARNING RECOVERY SUPPORT FUNDS	SPECIAL EDUCATION	010	$236.46
22003657	PITSCO EDUCATION	INSTRUCTIONAL SUPPLIES; ESSA CSI COMPREHENSION GRANT	MONTEREY HIGH SCHOOL	010	$2,297.00
22003658	SCANTRON CORPORATION	TESTING SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$2,104.90
22003659	ESHLEMAN, LAURA	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MILLER ELEMENTARY	010	$80.00
22003660	WILBURN, DEVAN	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MILLER ELEMENTARY	010	$83.00

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003661	TINEO, DEIDRA	REIMBURSEMENT TO ELD SPECIALIST FOR FURNITURE AND EVENT SUPPLIES	JEFFERSON ELEMENTARY	010	$480.82
22003662	SCHACKNE, JESSICA	REFUND TO PARENT FOR OSS 2022; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$280.00
22003663	REED, CLARISSA	REFUND TO PARENT FOR OSS 2022; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$280.00
22003664	RODRIGUEZ, MIREYA	REFUND TO PARENT FOR OSS 2022; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$140.00
22003665	LOWE'S HOME IMPROVEMENT	CLASSROOM EQUIPMENT	JOHN BURROUGHS HIGH SCHOOL	010	$802.15
22003667	FIRST BOOK	BOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$144.82
22003669	UME FEDERAL CREDIT UNION	AUDIO VISUAL SUPPLIES	MUIR MIDDLE SCHOOL	010	$181.37
22003670	LANGUAGE LIZARD, LLC	BOOKS	JEFFERSON ELEMENTARY	010	$271.22
22003671	LARA, MARLENE	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE; BOARD APPROVED 6/17/21	MUIR MIDDLE SCHOOL	010	$17.99
22003672	PLAY THERAPY SUPPLY LLC	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	MC KINLEY ELEMENTARY	010	$55.10
22003673	MYSTERY SCIENCE INC	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/17/21	PROVIDENCIA ELEMENTARY	010	$1,325.00
22003674	EXPRESS READERS INC	INSTRUCTIONAL MATERIALS	JEFFERSON ELEMENTARY	010	$3,885.21
22003675	CDW-G - COMPUTER DISCOUNT WHSE	PHOTOGRAPHY EQUIPMENT; ACCOUNTS RECEIVABLE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$7,871.85
22003676	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$213.25
22003677	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	Stevenson Latchkey	010	$284.16
22003678	HIPPIE, DEANA KAYE	CONSULTANT AGREEMENT; WRITING INSTRUCTION; TITLE I FUNDS; BOARD APPROVED 4/21/22	MC KINLEY ELEMENTARY	010	$3,000.00
22003679	HOPSKIPDRIVE INC	STUDENT TRANSPORTATION AGREEMENT; AMERICAN RESCUE PLAN - HOMELESS CHILD AND YOUTH II FUNDS; BOARD APPROVED 5/19/22	Student Services	010	$5,000.00
22003680	JONES, JENNIFER G	CONSULTANT AGREEMENT; CLERICAL AND PROGRAM SUPPORT FOR CDE CONTRACTS; GIFT FUNDS; BOARD APPROVED 4/21/22	INSTRUCTIONAL SERVICES	010	$7,500.00
22003681	AMAZON CAPITAL SERVICES	BOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$152.43
22003682	PAL, MELANIE	REIMBURSEMENT TO FFS PRESIDENT FOR SOFTWARE LICENSE; GIFT FUNDS	STEVENSON ELEMENTARY	010	$89.99
22003683	BIDDLE CONSULTING GROUP INC	SOFTWARE LICENSE; BOARD APPROVED 6/17/21	PERSONNEL SERVICES	010	$3,014.00
22003684	UME FEDERAL CREDIT UNION	OFFICE EQUIPMENT; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$1,708.86
22003685	SCHOLASTIC INC.	BOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$247.36

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003686	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ACCOUNTS RECEIVABLE FUN DS	DOLORES HUERTA MIDDLE SCHOOL	010	$1,775.48
22003687	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; SPECIAL EDUCATION FUNDS	BURBANK ADULT SCHOOL	010	$1,272.33
22003688	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT AND SPECIAL EDUCATION FUNDS	BRET HARTE ELEMENTARY	010	$473.78
22003689	SCANTRON CORPORATION	TESTING SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$1,281.69
22003690	SCHOLASTIC INC.	BOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$411.81
22003691	STAR FORD	VEHICLE REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$5,590.00
22003692	MCNULTY, MEGAN	REIMBURSEMENT TO CONSULTANT FOR EVENT SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$25.35
22003693	HILLYARD FLOOR CARE SUPPLY	GYM FLOOR MAINTENANCE SUPPLIES; UNRESTRICTED MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$17,112.27
22003694	SCHOOL SPECIALTY, INC	OFFICE FURNITURE; GIFT FUNDS	MONTEREY HIGH SCHOOL	010	$2,902.17
22003695	PROJECT WAYFINDER INC.	SOFTWARE LICENSE; ESSA CSI COMPREHENSION GRANT	MONTEREY HIGH SCHOOL	010	$9,000.00
22003696	PAR INC	TESTING MATERIALS; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$120.05
22003697	ABCYA.COM LLC	SOFTWARE LICENSE; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$1,999.00
22003698	MACKIN EDUCATIONAL RESOURCES	BOOKS; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$776.73
22003699	KNEEBONE, CASI	REIMBURSEMENT TO JFC TREASURER FOR BOOK FAIR PETTY CASH; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$600.00
22003700	LACOE	CONSULTANT AGREEMENT; VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 4/21/22	JEFFERSON ELEMENTARY	010	$1,750.00
22003701	AMAZON CAPITAL SERVICES	PROMOTION SUPPLIES; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$455.10
22003702	FILE KEEPERS, LLC	DOCUMENT SHREDDING SERVICE	MONTEREY HIGH SCHOOL	010	$110.25
22003703	FREGOSO, OSCAR	DJ SERVICES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$350.00
22003704	JOSTENS, INC.	DIPLOMA SEALS; ACCOUNTS RECEIVABLE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$8.36
22003705	UME FEDERAL CREDIT UNION	BUS TRANSPORTATION FOR FAMILIES IN TRANSITION; TITLE I FUNDS	Student Services	010	$144.00
22003706	FIRST BOOK	BOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$916.22
22003707	FIRST BOOK	BOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$962.17
22003708	AMAZON CAPITAL SERVICES	FACILITIES REPAIR MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$38.53
22003709	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$12,105.45

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003710	ACADEMIC THERAPY PUBLICATIONS / HIGH NOON BOOKS	BOOKS; SPECIAL EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$298.63
22003711	RIVERSIDE INSIGHTS	TESTING MATERIALS; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$1,424.98
22003712	FELIPE, BARBARA	REIMBURSEMENT TO OFFICE MANAGER FOR FOOD FOR TEACHER EVENT; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$89.75
22003713	MOBILE ED PRODUCTIONS, INC.	CONSULTANT AGREEMENT; SCIENCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 4/21/22	BRET HARTE ELEMENTARY	010	$795.00
22003714	BOX CARS AND ONE-EYED JACKS, INC	CONSULTANT AGREEMENT; VIRTUAL MATH NIGHT; TITLE I FUNDS; BOARD APPROVED 4/21/22	MC KINLEY ELEMENTARY	010	$2,000.00
22003715	BAUER, HILARY	REIMBURSEMENT TO VOLUNTEER FOR FOOD; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$369.59
22003716	SCHOOL SPECIALTY, INC	OFFICE FURNITURE; GIFT FUNDS	MONTEREY HIGH SCHOOL	010	$1,881.99
22003717	ANDERSON, LUKE	CONSULTANT AGREEMENT; OUTDOOR ACTIVITIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS; BOARD APPROVED 4/21/22	CHILD DEVELOPMENT SERVICES	010	$4,200.00
22003718	EPPORT, KAREN LYNN	PROFESSIONAL SERVICES; PSYCHOLOGICAL EDUCATIONAL EVALUATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/21/22	SPECIAL EDUCATION	010	$6,500.00
22003719	AUSTIN TEXAS LEARNING GROUP LLC	PROFESSIONAL SERVICES; CREDENTIALED TEACHER FOR ASSESSMENT AND RSP SUPPORT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/21/22	SPECIAL EDUCATION	010	$22,272.00
22003720	HOWARD, COREY	REIMBURSEMENT TO TITLE I COORDINATOR FOR THE PURCHASE OF FOOD; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$270.73
22003721	YOUNG, BRANDI	REIMBURSEMENT TO PRINCIPAL FOR FOOD; FILM LA FUNDS	WASHINGTON ELEMENTARY	010	$520.00
22003722	ADCO ROOFING	LEAK REPAIRS AT EDISON ELEMENTARY SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$13,961.00
22003723	RUSSELL SIGLER INC	HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$3,699.99
22003724	REFRIGERATION SUPPLIES DIST	HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,580.85
22003726	GLENDALE NISSAN	AUTOMOBILE REPAIRS; ON-GOING & MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$738.48
22003727	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	COMMUNITY DAY SCHOOL	010	$15.09
22003728	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$250.00
22003729	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$1,323.75

Printed between 04/26/2022 & 05/09/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22003730	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$1,846.25
22003731	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$866.25
22003732	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$4,310.00
22003733	GARRI DANCE STUDIO	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 3/3/22	MILLER ELEMENTARY	010	$4,500.00
22003734	THE MUSIC CENTER	CONSULTANT AGREEMENT; ASSEMBLY; GIFT FUNDS; BOARD APPROVED 5/5/22	PROVIDENCIA ELEMENTARY	010	$1,550.00
22003735	MAD SCIENCE OF LOS ANGELES	CONSULTANT AGREEMENT; SCIENCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 5/5/22	WASHINGTON ELEMENTARY	010	$910.00
22003736	ERIKSON, ASHLEY	CONSULTANT AGREEMENT; SCIENCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 5/5/22	BRET HARTE ELEMENTARY	010	$650.00
22003737	AMAZING KID COMPANY	CONSULTANT AGREEMENT; FIELD DAY ACTIVITIES; GIFT FUNDS; BOARD APPROVED 5/5/22	STEVENSON ELEMENTARY	010	$930.00
22003738	SOLA, LINA J	CONSULTANT AGREEMENT; FISCAL SUPPORT; BOARD APPROVED 3/3/22	FISCAL SERVICES	010	$2,500.00
22003739	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; SUMMER SCHOOL; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$432.16
22003740	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FOR JBHS & ADMIN OFFICE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$700.00
22003741	MUSCO CORPORATION	SERVICE FEES; ON-GOING & MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$475.00
22003742	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	MILLER ELEMENTARY	010	$50.25
22003743	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	Stevenson Latchkey	010	$36.61
22003744	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	McKinley Latchkey	010	$206.52
22003746	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	Disney Latchkey	010	$629.88
22003747	UME FEDERAL CREDIT UNION	ONLINE TRAINING COURSES; EDUCATOR EFFECTIVENESS FUNDS	ROOSEVELT ELEMENTARY	010	$1,791.00
22003748	LACOE	CONSULTANT AGREEMENT; VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 4/21/22	PROVIDENCIA ELEMENTARY	010	$700.00
22003749	FILE KEEPERS, LLC	2021-22 BLANKET ORDER; DOCUMENT DESTRUCTION	WASHINGTON ELEMENTARY	010	$100.00
22003750	ALL AMERICAN TROPHY & ENGRAVING CO	STUDENT AWARDS; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$133.76
22003751	MAYES, JESSICA	REIMBURSEMENT TO TEACHER FOR TEACHER AWARDS	JOHN BURROUGHS HIGH SCHOOL	010	$155.30
22003752	LALICATA, TRACI	REIMBURSEMENT TO PTA PRESIDENT FOR SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$387.11

BOARD DETAIL REPORT

Printed between 04/26/2022 & 05/09/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22003753	SHAH, TRACY	REIMBURSEMENT TO CURRICULUM SPECIALIST FOR SOFTWARE LICENSE; BOARD APPROVED 6/17/21	EDISON ELEMENTARY	010	$106.18
22003754	GARCIA, HILDE	REIMBURSEMENT TO TEACHER FOR FOOD & SUPPLIES; TITLE I & GIFT FUNDS	DISNEY ELEMENTARY	010	$237.60
22003755	GORING, VICTORIA	REIMBURSEMENT TO PARENT FOR TRANSPORTATION COSTS; AMERICAN RESCUE PLAN - HOMELESS CHILD & YOUTH II FUNDS	Student Services	010	$1,154.89

PO Count: **220** **Total:** **$7,695,110.66**

Printed between 04/26/2022 & 05/09/2022

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	173	$6,315,776.70
120	Child Development Fund	3	$17,809.84
130	Cafeteria Fund	1	$1,070,000.00
250	Capital Facilities Fund	1	$22,344.00
670	Self Insurance Fund	42	$269,180.12
		Total:	**$7,695,110.66**

6/2/2022

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	
7313139	7313161		20486467	20486474	
7301230	7301360		20487776	20487819	
7303996	7303998		20488816	20488852	
7306583	7306670		20489953	20489981	
7313422	7313446		20491107	20491144	
7314638	7314651		20492437	20492454	
1810165	1811220		20493618	20493649	
1827100	1827105		202205060063731	202205090063935	
1835500	1835557				

5/10/22 - 5/12/22 **$ 2,597,571.19** **5/6/22 - 5/16/22** **$ 1,002,432.49**

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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	June 2, 2022
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 2, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Magnolia Park High School	Michael G. Davis	Artist in Residency Workshops	6/6/2022–7/14/2022	$ 900	01.0-65000.0-57601-11100-5810-5171000
McKinley Elementary Miller Elementary Providencia Elementary	Science Explorers	1 – 40 minute virtual assembly "How to be a Scientist" including paper challenge	7/5/2022	$ 395	01.0-26000.0-11100-10000-5810-5489000

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 3rd of May, 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Michael Davis hereinafter referred to as "Consultant."

Payee's Name Michael G Davis Daytime Phone Numbe [redacted]

Email Addres [redacted]@gmail.com

Mailing Address [redacted] CA 91001

Sponsoring Administrator Sharon Cuseo, Assistant Superintendent

Board Approval Date June 2, 2022

Account String 010-65000-0-57601-11100-5810-517-1000-0000

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

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 900 per hour☐/ per day ☐/ per session■ for a total not to exceed $900 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 06/06/2022 and terminating on 07/14/2022.
3. Payment Terms: One payment upon approval
4. Consultant will provide the following services:

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

Burbank Unified School District of Los Angeles County

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

David Cuseo 5/4/22

BUSD Authorized Signature/Title Date

05/04/2022

Consultant Michael Davis Date

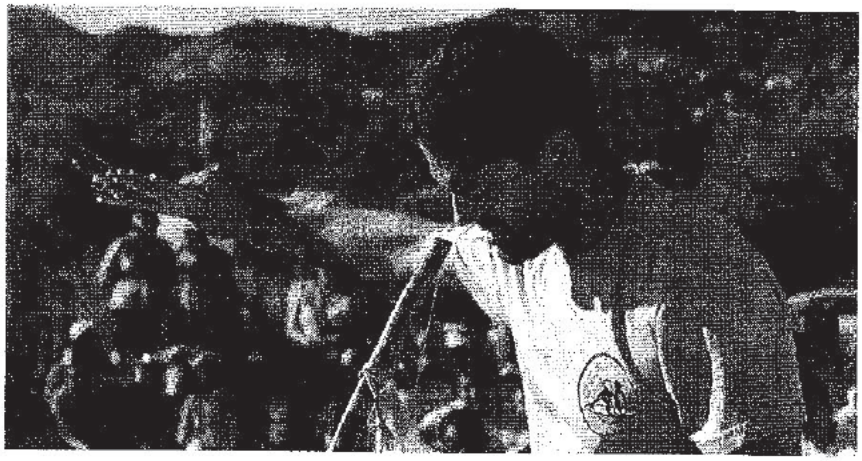
Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

MICHAEL GUATAMBU DAVIS

[redacted]gmail.com

[redacted] CA
91001

www.capoeiraucainla.com



Profile

Born in Rio de Janeiro, Brasil, and educated in the San Francisco Bay Area, he holds a degree in Biology from the University of California at Berkeley, a Masters in Dramatic Art from the American Conservatory Theater in San Francisco.

With over 24 years of experience as a health and fitness professional, 19 years in the art of capoeira, and over 12 years teaching it in Los Angeles, he shares his goal of honoring the joy, personal growth, and community that the art of capoeira offers to any willing to learn.

Experience

Professor, United Capoeira Association: Los Angeles, CA — 2004 - Present
Professor, lead instructor, principle program director, and founder of the United Capoeira Association in Los Angeles. Responsible for outreach, marketing, communications, product development.

Education

University California at Berkeley, Berkeley, Ca B.S. Integrative Biology
American Conservatory Theatre, San Francisco, Ca M.F.A. Dramatic Arts

Skills

Capoeira Class Instruction (Adults and Children); Capoeira Student Program Development; Brazilian Jiu-Jitsu Instruction (Children); Alexander Technique; Modern Dance - Graham; Ballet; Basic Samba; Functional Training Expertise; Brazilian Percussion: Berimbau, Pandeiro, Atabaque, Agogô, Reco-reco; All necessary Internet, Computer, and Mobile device skills.

Feel free to view my video where I talk about capoeira at our website:

www.capoeiraucainla.com

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 19 of May, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Science Explorers. hereinafter referred to as "Consultant."

Payee's Name Science Explorers Daytime Phone Number (610) 816-5047

Email Address

Mailing Address 110 W Wyomissing Ave, Mohnton, PA 19540

Sponsoring Administrator Peter Knapik, Director of Elementary Education

Board Approval Date June 2, 2022

Account String 01.0-26000.0-11100-10000-5810-5489000

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

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☒ for a total not to exceed $ 395 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on July 5, 2022 and terminating on July 5, 2022 .
3. Payment Terms: Full payment prior to assembly
4. Consultant will provide the following services:

   1 - 40 minute Virtual Assembly "How to be a Scientist" - include Paper Plane Challenge
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

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

_____		_____		5/19/22
BUSD Authorized Signature/Title	Date	Consultant	Science Explorers	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Our Mission & Vision

We provide quality, inquiry based science programs that stimulate and empower young minds with fun exploration through "hands-on" science.
We inspire children to learn the way they are designed to by giving them the tools to become lifetime achievers.

A little about us…

Science Explorers is an innovative, hands-on science company dedicated to providing an opportunity for children ages 4-11 to become engaged in the wonders of science. Whether it's an after-school club, summer camp, school assembly, or other program Science Explorers can make science cool and exciting through our interactive, hands-on format.

Science Explorers was founded in 1999 by Jennifer Moorehead with a mission to make science fun. Since then we have brought our exciting, inquiry based hands-on science programs to thousands of elementary aged children throughout Pennsylvania, New Jersey and Delaware.

Developed by Educators and Approved by Kids!

Experienced, passionate educators develop our curriculum in a way that fosters excitement among our students! At Science Explorers, we believe the best scientists start early, developing a passion for discovery that will help them lead the way to the future!

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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	June 2, 2022
SUBJECT:	Approval of Amended Consultant Agreement for Lisa Dyson

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Background:

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

Discussion/Issues:

Lisa Dyson was previously approved as a consultant on February 17, 2022. She was hired to provide services for a new program. Additional time was required due to more student participation than anticipated. The Consultant Agreement will need to be amended to increase the not to exceed amount due to the additional hours worked.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Lisa Dyson to provide instructional consultant services, effective February 18, 2022 through May 26, 2022, in the amount of $2,960 (01.0-90904.0-17000-41000-5810-3218100), 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 26th of January, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Lisa Dyson hereinafter referred to as "Consultant."

Payee's Name Lisa Dyson Daytime Phone Number [redacted]

Email Address lisadyson@burbankusd.org

Mailing Address [redacted] CA 91505

Sponsoring Administrator Jennifer Meglemre

Board Approval Date ~~February 17, 2022~~ Amended: June 2, 2022

Account String 010-90904.0- 17006-41000- 5810-321-8100

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

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 40 per hour■/ per day ☐/ per session☐ for a total not to exceed $ 2500 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on February 18, 2022 and terminating on May 26, 2022.
3. Payment Terms: upon invoice
4. Consultant will provide the following services:

   Teaching in our after school enrichment drama class

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

amend to $2960 Am

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title Asst. Sup't Date 2/22/22

Consultant Lisa Dyson Date 1/31/2022

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

LISA DYSON
SAG-AFTRA

Vocal Range: Mezzo-Soprano/Belter

Cell Phone# [redacted]

FILM & NEW MEDIA

Emerson Heights	Doctor	Jeenyus Prod/Dir Jennifer Hook
Home for Mom	Jean Kelly	Coopersmith Prod/Dir E. Ammirata

THEATER

Show	Role	Theatre
Mamma Mia	Rosie	5Star Theatricals w/Eric Marstoff
The Music Man	Mrs. Paroo	5Star Theatricals w/Adam Pascal
Kinky Boots	Pat	Gateway Playhouse/Patchogue
Mamma Mia	Rosie	Cupcake Studios
Bonnie & Clyde	Cumie/Gov. Ferguson	Candlelight Pav
Candide	Old Woman	IVRT/San Bernardino Symphony
25th Annual Putnam...	Rona	Grove Theatre Center/Domino One
Ragtime	Emma Goldman	Candlelight Pav
Kiss of the Spider Woman	Mama	The Welk
My Favorite Year	Bella	Candlelight Pav
Dirty Rotten Scoundrels	Muriel	Candlelight Pav
The Wizard of Oz	Wicked Witch	Glendale Centre Theatre
Nunsense	Sr. Robert Anne	Crown City Theatre Co.
Dani Girl	Mother	Little Victory Theatre
Mary Poppins	Bird Woman	Norris PAC
Hairspray	Female Auth Fig	Glendale Centre Theatre
Parade	Lizzie Phagan	3DTheatricals
9 to 5	Missy Hart/Anita	3DTheatricals
Beauty & the Beast	Mrs. Potts	Moonlight Amphitheatre
Fiddler on the Roof	Golde	Glendale Centre Theatre/Haugh
Ragtime	Mother	Haugh PAC
The Drowsy Chaperone	Drowsy/Beatrice	The Welk for Premier Prod
Guys & Dolls	Adelaide	Candlelight Pavilion
I Do! I Do!	Agnes	Candlelight Pavilion/CCPA
Will Rogers Follies	Betty Blake	Performance Riverside, Moonlight Candlelight Pav
Into the Woods	Baker's Wife	Main Street Players, Moonlight
Titanic	Alice Beane	South Bay CLO
The King & I	Anna	Main Street Players, Poway CLO
The Sound of Music	Maria	Candlelight Pav., Downey CLO
7 Brides for 7 Bros.	Millie	Candlelight Pavilion
My Fair Lady	Eliza	Saddleback CLO

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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	June 2, 2022
SUBJECT:	Approval of Amended Consultant Agreement for Robin Mazer

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Background:

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

Discussion/Issues:

Robin Mazer was previously approved as a consultant on February 17, 2022. She was hired to provide services for a new program. Additional time was required due to more student participation than anticipated. The Consultant Agreement will need to be amended to increase the not to exceed amount due to the additional hours worked.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Robin Mazer to provide instructional consultant services, effective February 18, 2022 through May 26, 2022, in the amount of $2,620 (01.0-90904.0-17000-41000-5810-3218100), 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 25th of January, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Robin Mazer hereinafter referred to as "Consultant."

Payee's Name Robin Mazer Daytime Phone Number [redacted]

Email Addres[redacted]@gmail.com

Mailing Address [redacted] CA 91604

Sponsoring Administrator Jennifer Meglemre

Board Approval Date ~~February 17, 2022~~ Amended: June 2, 2022

Account String 010-00904.0- 17000-41000- 5810-321-6100

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

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 40 per hour☒/ per day ☐/ per session☐ for a total not to exceed $ 2500 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on February 18, 2022 and terminating on May 26, 2022.
3. Payment Terms: upon invoice
4. Consultant will provide the following services:

   Vocal Coaching and musical direction for the after school enrichment musical theatre class

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

amend to $2620 am

Burbank Unified School District of Los Angeles County

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

[signature]	2/22/22	Robin Mazer	1/25/22
BUSD Authorized Signature/Title Asst. Supt	Date	Consultant Robin Mazer	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

[redacted]@gmail.com (personal/work)
[redacted]

Robin Mazer

Exceptional leader with talents in public speaking, communication, voice coaching, fitness coaching, acting, singing, and dancing. Hardworking and reliable. Intelligent, articulate, and driven to succeed.

HIGHLIGHTS:

- Working actor, singer and songwriter
- Small business owner- private voice/acting coaching
- Movikarma New Projects and Diversity Consultant and Collaborator
- Trained performer, actor, and singer (Ithaca College Musical Theatre BFA)
- Certified cycle instructor holding two certifications
- Junior Diabetes Research Foundation keynote speaker
- Type 1 Diabetic and founder of a youth mentoring program for children with Type 1 Diabetes
- Extensive background in public speaking
- Lifetime background in fitness and performance (theatre, music, dance)

EDUCATION:

- Ithaca College Ithaca, NY 2015-2019
  - Musical Theatre BFA (Dean's List every semester, Cum Laude honors)
- John Burroughs High School Burbank, CA 2011-2015
  - Honor Roll, 4.29 GPA, Vice President of the Vocal Music Association, member of the Vocal Music Association, Drama Dept., California Scholarship Federation, and Junior State of America, Captain of Girls Volleyball Team

WORK EXPERIENCE:

- Professional actor, singer and songwriter. Actor/Theatrical resume available upon request.
- Private Voice/Acting Performance Coach 2016-present Los Angeles, CA
- Theatricamp, Music Director 2021, Summer Session
- LA Fitness May 2018-present 8 Los Angeles, CA
  - Cycle Instructor
  - Keiser Certified (Two certifications available upon request)
- Ithaca College Fitness Center Spring 2017-Spring 2019 Ithaca, NY
  - Cycle instructor
- Coltivare August 2018 to January 2019 Ithaca, NY
  - Waitress
- Taste of Thai September 2017- December 2017 Ithaca, NY
  - waitress and hostess
- LTD Studio Rentals 2011-present Los Angeles, CA
  - office work and reception

REFERENCES: Available upon request

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Glenda Diaz Nolasco, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Approval of Agreement between Boys and Girls Club of Burbank for the Expanded Learning Opportunities Program Summer Child Care Program

Background:
The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade who are on the free or reduced-price meal program (an application must be on file, English learner, Foster child, or a child experiencing homelessness.

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities during the regular school day and school year.

This year, BUSD was awarded $1,859,471from the State of California for the ELOP Program. Program funds will be used for 30 days of the summer school held in the mornings and the same 30 days of afternoon child care. During the school year, ELOP program funds will be used to offset the cost of child care for children who are in grades transitional kindergarten through sixth grade who are on the free or reduced-price meal program (an application must be on file, English learner, Foster child, or a child experiencing homelessness. This will be based on seat availability and staffing.

District-Wide Goals 2021-22
1. Students will be career/college ready via high-quality instruction
2. Students will be physically, emotionally, and mentally healthy

Discussion/Issues:
For the past several years, the District has contracted with the Boys and Girls Club of Burbank to provide site-based staffing and supervision for the ASES program. The ELOP program mirrors the ASES program. The services provided by the Boys and Girls Club will include, staffing, curriculum, daily management of the program, and payroll among other aspects of program management.

The District's contract with the Boys and Girls Club of Burbank to provide staff, support, and programming for the ELOP program for the summer 2022 program, is assessed at a cost of up to $120,000.

Fiscal Impact:
There is no direct fiscal impact on the District. The entire amount of funding allocated to the Boys and Girls Club of Burbank for their staffing, support, and programming for the ELOP summer program comes from the CDE's ELOP Grant allocation of $1,859,471, which was awarded to the District on February 25, 2022.

Recommendation:
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Boys and Girls Club of Burbank, to provide services for the Expanded learning Opportunities Program for summer 2022 services, not to exceed $120,000.00 (01.0-26000.0-0-00000-27000-5810-7549000), effective June 3, 2022, through July 30, 2022, and that authority to sign this agreement be exercised pursuant to BUSD –AR 3314, as presented.

AGREEMENT FOR EXANDED LEARNING OPPORTUNITIES PROGRAM SUMMER 2022 PROGRAM

The BURBANK UNIFIED SCHOOL DISTRICT, and THE BOYS AND GIRLS CLUB OF BURBANK, a California Non-Profit Corporation ["BAGCB"] enters into this agreement for the following purposes and with reference to the following facts:

RECITAL

WHEREAS, DISTRICT, is the Local Educational Agency and applicant for the Expanded Learning Opportunities Program [“ELOP or ELO Program”] Grant.

WHEREAS, DISTRICT seeks to contract with BAGCB, to provide certain elements of the ELOP program required by the conditions of the Grant.

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

NOW, THEREFORE, it is hereby agreed by each of the parties to this Agreement as follows:

1. **Scope of Services:** The District collaborates with BAGCB to operate comprehensive enrichment activities (consistent with Grant guidelines) for the number of students designated at the following schools:

    a. McKinley Elementary School: up to 100 students
    b. Miller Elementary School: up to 100 students
    c. Providencia Elementary School: up to 100 students

BAGCB further agrees to comply with any further requirements imposed on the District by the California Department of Education as a result of the Grant award.

BAGCB Agrees:

A. **Operational Requirements:**

- To operate every school day of the school year for at least four hours and 40 minutes per day, beginning when summer school is dismissed, for the subsequent four hours and 40 minutes, to at least 5:30 p.m. per school day as defined as any day that students attend school during the summer school.

- To fulfill the administrative functions for hiring after-school staff. Decisions on hiring, wages, and management will be performed by the District ELOP Coordinator.The BAGCB reserves the right to terminate any employee for violation of the BAGCB Club policy.

- To work with the District, ELOP Coordinator, and site coordinators to develop anenrichment plan.

- To follow all of the California Department of Education ELOP requirements and guidelines for the use of funds.

- To collaborate with the ELOP Coordinator and ELOP Site Coordinators to provide educational enrichment elements that may include, but are not limited to: recreation, physical fitness, and prevention activities. Such activities may involve music, physical education, health promotion, general recreation, career awareness, and work preparation programs, as well as community service learning and otheryouth development activities based on students' needs and interests.

- To collaborate in providing a safe physical and emotional environment that facilitates opportunities for relationship-building and promotes active pupil engagement.

- To comply with all federal statutes relating to nondiscrimination; including Title VI of the Civil Rights Act of 1964 *(45 USC sections 2000d - 2000d4)* prohibiting discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972 *(20 USC sections 1681-1683)* prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 *(20 USC Section 794)* prohibiting discrimination on the basis of handicap; and The Age Discrimination Act of 1975 *(42 USC Sections 6101-6107),* prohibiting discrimination on the basis of age.

B. **Staffing Requirements:**

- To ensure that all personnel who have direct supervision of students be subject to theapproval of the District ELOP Coordinator and meet the minimum qualifications asstated in the grant bypassing the District-approved ELOP assessment for program staff.

- To collaborate with the District ELOP Coordinator to ensure that all program staff managed by BAGCB participate in training regarding District procedures andsafety/emergency rules and regulations.

- To collaborate and ensure that all staff and volunteers managed by BAGCB willfulfill health screening and fingerprint clearance requirements in current law, according to District policy.

- To ensure that all program staff has the option of attending BAGCB trainings related to enrichment programs.

C. Reporting and Evaluation of Program:

- To submit monthly payroll and invoices for reimbursement.

- To provide background checks, fingerprints, hiring, and payroll services.

- To keep accurate records and report actual preapproved expenditures to the District on a monthly basis.

- To provide information for the statewide independent evaluation for the California Department of Education, as required under the grant.

- To implement procedures that enable the District to assist employees to complete registration forms and annual enrollment information for BAGCB, as may reasonably be necessary to enable BAGCB to fulfill its duties and requirements.

- To respond to any additional surveys or other methods of data collection that may be required by the California Department of Education under the ELOP program, throughout the life of the program.

- Make reports to the District as may reasonably be necessary to enable the District to perform its duties. BAGCB shall maintain and provide access to all records used in the preparation of such reports for a period of five years.

2. **Use of District Facilities**:

The District shall provide sufficient after-school classrooms, playgrounds, restrooms, and anyother spaces, as necessary, for the ELO Program.

3. **Term:**

The term of this Agreement is from June 3, 2022, to July 31, 2022. By agreement of the parties, this Agreement may be renewed for successive one-year periods.

4. **Compensation:**

In consideration of the satisfactory provision of the above services, and in accordance with the provisions of the Grant, the District will

compensate BAGCB as follows:

4.1 Up to $120,000.00 payable to BAGCB as follows:

- $80,000.00 for monthly payroll expenditures for ELOP staff providing direct services to students on regular school days when the ELOP program is operating from June 3, 2022, through July 31, 2022, and program supplies and materials

- $40,000.00 administrative expenses from June 3, 2022, through July 31, 2022

4.2 BACGB shall make every effort to submit payroll and invoices to the Program Coordinator by the 5th and 20th day of each month following the end of payroll, in order for the District to review these, and if correct, process these for reimbursement.

4.3 Compensation to the BAGCB will only be made out of Grant funds received by the District and only up to the limits of this Agreement forwhich allowable and approved expenditures were made. The district is not responsible for any additional charges or expenses.

4.4 BAGCB agrees to supply the District with any and all reporting information that is required by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

5. **Termination:**

This Agreement may be terminated by District for a cause. Any concerns related to a potential termination for cause will be expressed by District to BAGCB in writing. BAGCB will have 30 days to remedy these concerns. In the event of termination, BAGCB will receive compensation for services satisfactorily provided based upon this Agreement up to and including the date of termination.

This Agreement may be terminated by BAGCB for a cause. Any concerns related to a potential termination for cause will be expressed by BAGCB to District in writing. The District will have 30 days to remedy these concerns.

6. **Amendment:**

This contract may be amended by the written agreement of both parties.

7. **Indemnification:**

7.1 Except to the extent resulting from or arising out of the negligence or willful misconduct of the District, its Board or any member thereof; or their respective officers, employees, agents or representatives, BAGCB agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and covenants not to

sue, the District, its Board and each member thereof; and their respective officers, employees, agents or representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which result from, or arise out of, or are claimed to result from or to arise out of any act of neglect, default or omission of BAGCB, its employees, representatives, subcontractors, or agents relating to its activity or performance under this Agreement.

7.2 Except to the extent resulting from or arising out of the negligence or willful misconduct of the BAGCB, its Board or any member thereof; or their respective officers, employees, agents or representatives, District agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and covenants not to sue, the BAGCB, its Board and each member thereof; and their respective officers, employees, agents or representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which result from, or arise out of, or are claimed to result from or to arise out of any act of neglect, default or omission of District, its employees, representatives, subcontractors, or agents relating to its activity or performance under this Agreement.

8. **Insurance:**

BAGCB, at its own expense, shall procure and maintain policies of insurance of the types and in the amounts set forth below; for the duration of the Agreement, including any extensions thereto. These policies shall state that they afford primary coverage. Insurance must be maintained with firms licensed in California and recognized by the State. All firms shall have an "A.M. Best" rating of "A" or better. BAGCB will provide evidence of all necessary insurance. Insurance provisions outlined below will be in effect and must be complied with during the term of the Agreement.

8.1 Comprehensive General Liability insurance with limits of at least $2,000,000 combined single limits for bodily injury and death, and $500,000 property damage meeting above standards.

8.2 The District, its board members, officers, employees, agents and volunteers must be endorsed on the policy as additional insured as respects liability arising out of BAGCB'S performance of this Agreement. If BAGCB employs other contractors as part of the Services rendered, Contractor's Protective Coverage is required. BAGCB may include all subcontractors as insured under its own policy, shall furnish separate insurance for each subcontractor, or shall ensure that the subcontractor has its own insurance meeting the requirements set forth herein.

8.3 BAGCB shall comply with the applicable sections of the California Labor Code concerning worker's compensation for injuries on the job. Compliance is accomplished by securing and maintaining in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance

with a minimal limit of $1,000,000.00 per accident. The policy shall be endorsed to waive all rights of subrogation against DISTRICT, its board members, officers, employees, and volunteers for losses related to worker's compensation arising from the performance of this Agreement.

8.4 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice to the District.

8.5 Prior to the commencement of performance, BAGCB shall furnish the District with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by District. The District may require complete, certified copies of any or all policies at any time.

8.6 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, BAGCB shall immediately notify District and cease all performance under this Agreement until further directed by the District.

8.7 The BAGCB, its Board or any member thereof, or their respective officers, employees, agents, or representatives will be endorsed as additional insured as respects liability arising out of District's performance of this Agreement.

9. **Rules of Construction:**

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

10. **Severance Provision:**

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

11. **Counterparts:**

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

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

Boys and Girls Club		Burbank Unified School District	
Shanna Warren	Date	Matt Hill, Ed.D.	Date
Executive Director		Superintendent	

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 2, 2022
SUBJECT:	Approval of the South Bay Workforce Investment Board, Inc. (SBWIB), a Nonprofit Public Benefit Cooperation, Memorandum of Understanding (MOU)

Background:
I-TRAIN is an education directory listing schools that have been vetted by the South Bay Workforce Investment Board, Inc. and offer pre-approved certificate programs available to students. The directory is referred to as California's Eligible Training Provider List (ETPL). It provides qualified employment training resources for adults and dislocated workers. The ETPL was established in compliance with the Workforce Investment Act of 1998 and amended by the Workforce Innovation and Opportunity Act (WIOA) of 2014

Discussion/Issues:
With I-TRAIN, as a training provider, Burbank Adult School will be listed on the state's ETPL. The ETPL is accessible through CalJOBS. I-TRAIN will serve as a marketing tool to increase enrollment in two of BAS' healthcare, pre-Certified Nursing Assistant and Pharmacy Technician Training. The Los Angeles County Economic Summary has shown healthcare occupations are in-demand currently and are projected to grow further in the upcoming years.

Fiscal Impact:
None.

Recommendation:
John Paramo, Assistant Superintendent, Educational Services recommends that the Board of Education approve the Memorandum of Understanding (MOU) between Burbank Unified School District and the South Bay Workforce Investment Board, Inc. (SBWIB), on behalf of the City of Inglewood

AGREEMENT NO. 22-W092

THIS AGREEMENT is made and entered into this **1st** day of **May, 2022** by and between the South Bay Workforce Investment Board, Inc., hereinafter referred to as "SBWIB, Inc.", a non-profit public benefit corporation, on behalf of the City of Inglewood, hereafter referred to as "City", and **Burbank Unified School District – Burbank Adult School**, hereinafter referred to as "Training Provider".

WHEREAS, the City has entered into agreements with several California Workforce Investment Areas for the purpose of providing for the delivery of employment training services under the Federal Workforce Innovation and Opportunity Act (WIOA), Welfare- to-Work and other eligible grant participants; and

WHEREAS, the City on behalf of the SBWIB, Inc., have entered into an Agreement with the SBWIB, Inc., to be the Designated Administrator of the SBWIA; and

WHEREAS, pursuant to said Agreements, City is receiving and will be receiving federal funds from the Family Economic Security Act, as amended, and the Workforce Innovation and Opportunity Act and its implementing regulations for the purpose of providing training to eligible participants, and other funding sources as may be identified for the purpose of providing training to eligible WIOA participants and eligible CalWORKs participants; and

WHEREAS, Training Provider has submitted a successful proposal and other documentation showing its business operations; and

WHEREAS, Training Provider represents itself as being qualified and capable of providing said services in accordance with all the rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the preceding recitals and the mutual obligations of the parties as expressed herein agree as follows:

I -- TRAINING PROVIDER REQUIREMENTS/RESPONSIBILITIES

Training Provider shall be required to provide classroom training in accordance with Classroom Training Individual Referral (CTIR) agreement requirements and as set forth in the Exhibits which are listed below, attached hereto and incorporated herein by this reference:

Exhibit “A”-- Program Outline

Exhibit “B”-- Completion Competencies

Exhibit “C”-- Training Provider Required Documents

Exhibit “D”-- Program Plan and Performance Standards

Exhibit “E”-- Statement of Business Ownership

A. Further Responsibilities

Training Provider shall:

1. Provide services funded under this Agreement only to individuals determined eligible under WIOA, Welfare-to-Work guidelines, and/or other special project funding guidelines as designated by the South Bay Workforce Investment Area and City.

2. Provide facilities which are adequate to fulfill the requirements of this Agreement.

3. Provide documents as set forth in Exhibit "C", before this Agreement can be implemented.

4. Provide services as described in Program Plan, Exhibit "D".

5. Upon acceptance of client referrals, continue to provide classroom training until client has completed all of the training hours and/or modules of the program and applicable testing as reflected in the agency’s curriculum and Exhibits “A” and “B”.

B. Reports and Records

1. Training Provider agrees to provide reports, books, records and data related to program activities funded by this Agreement. Upon written request, attendance records shall be submitted to case manager(s), or other responsible party(s) on a monthly basis, and/or every two (2) weeks if participant is receiving needs-based, or needs-related payments.

2. Confidentiality

All data and information provided in such reports and records shall be subject to applicable provisions of State and/or Federal law concerning confidentiality of documents and records.

3. Retention of Records

Training Provider agrees to retain all records pertinent to all grants, funds or agreements under the Workforce Innovation and Opportunity Act, the Welfare-to-Work Initiative, and other fund sources including financial, statistical, property, and participant records and supporting documentation for a period of three years from the date of submission to the State of the final expenditure report for the program year's allotment. Records for nonexpendable property shall be retained for a period of three years after final disposition of the property. Records described herein shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, Training Provider will retain the records until the litigation, audit, or claim has been finally resolved. Records must be retained locally to be accessible to the SBWIB, Inc., the South Bay Workforce Investment Area, its agents or designees.

4. Inspection

Such records, reports, books, financial statements, and other documents required herein shall be opened to inspection by and permitted access to SBWIB, Inc., the South Bay Workforce Investment Area, its designees or agents, the State, independent auditor(s), and/or the United States Department of Labor, or designees of any of these agencies at any time during Training Provider's normal business hours.

5. Report Reconciliation

Training Provider shall reconcile monthly MIS participant rosters within ten (10) business days from the last day of the prior month to verify enrollments, completions, and terminations. Referring entity/case manager shall be notified of any required adjustments.

6. Training Provider Cooperation

Training Provider shall fully cooperate with authorized representatives of the South Bay Workforce Investment Area, its designees or agents, the City, State, and Federal governments including independent auditors, seeking to interview any program participant or staff member of Training Provider, or to evaluate, inspect and/or monitor those facilities and operations of Training Provider that are directly involved in the implementation of programs funded through this Agreement.

C. Performance Review

Training Provider performance will be reviewed quarterly and/ or at intervals deemed appropriate by funding source by appropriate staff or committees and will be based on program performance as detailed in Exhibit "D."

D. Monitoring

Monitoring of activities funded through this Agreement, including unscheduled site visits, will be conducted throughout the agreement period to assure program quality. The Training Provider agrees to be responsible for the internal monitoring of all activities encompassed by this Agreement.

II – COMPENSATION

A. The parties agree that this shall be a tuition reimbursement agreement. Compensation for the services covered by this Agreement shall be at a rate less than or equal to the published tuition rate of Training Provider, and shall be disbursed in accordance with tuition reimbursement and refund polices agreed to by Training Provider. SBWIB, Inc., shall be reimbursed any amount of Pell or other Education Assistance payments made to Training Provider for training costs on behalf of WIOA, Welfare to Work and/or other special funded participants. Pell grant may not be used to meet the supportive service(s) needs of participant(s). All tuition is paid upon participants completing a minimum of five days of classroom training. SBWIB, Inc., shall be entitled to the same refund policy and procedures as applied to all other students. SBWIB, Inc., shall process the billing as received and issue payment therefore as soon as reasonably practicable and in the ordinary course of SBWIB, Inc., business. Compensation shall be made as stipulated herein and in

accordance with South Bay Workforce Investment Area /WIOA directives, and tuition reimbursement procedures.

B. Upon participant completing five days of classroom training, Training Provider shall submit to South Bay Workforce Investment Area, a voucher with an original copy of the referring training voucher, and a copy, signed by Training Provider and participant, of the Training Provider's Enrollment Agreement Form for the participant. Payment shall be made to Training Provider per participant upon verification that participant has completed five (5) days of classroom training as evidenced by time sheets, attendance records signed by the participant, or by any other process determined by South Bay Workforce Investment Area.

C. City also reserves the right to make compensation payment to Training Provider at any time during the Agreement period. City reserves the right in order to comply with Federal or State expenditure guidelines to make compensation payments to Training Provider for services obligated to be performed, but not yet completed due to unforeseen circumstance(s). In this regard, with mutual agreement and understanding, a payment schedule may be developed based on performance benchmarks for special projects.

C.1 **Pharmacy Technician Training (190 hours/21 weeks).** In no case can the total amount of expenditure by City under this Agreement exceed the sum of **$258.49** for books fee per participant trained in the training-related occupation of **Pharmacy Technician**, in accordance with Exhibits "A" and "B."

C.2 **Pre-Certified Nursing Assistant (200 hours/16 weeks).** In no case can the total amount of expenditure by City under this Agreement exceed the sum of **$892.50** for books, supplies, materials, state exam testing, physical exams, and TB testing fees per participant trained in the training-related occupation of **CNA/Nursing Care Attendant**, in accordance with Exhibits "A" and "B."

D. The SBWIB, Inc., reserves the right to withhold or refuse payment for late forms, including but not limited to invoices, Classroom Referral Individual Training Account (CRITA)

forms and other documents required from the Training Provider and/or referring entity (s). SBWIB, Inc., South Bay Workforce Investment Area reserve the right to withhold or refuse payment of any portion of service (s) or consideration not rendered by Training Provider and/ or received from participant as stipulated herein. In accordance with Training Provider's tuition refund policies, applicable State tuition refund requirements, and/or mutually agreed and stipulated herein, the payable cost shall be reimbursed to Training Provider upon verification of completion of training, or on a pro rata basis per training hour completed for those participants who do not complete the training. In every case, the more restrictive of these provisions shall prevail.

E. The sum(s) agreed to in Section II C shall include all costs associated with training and placement services which are to be provided under this Agreement. Training Provider shall make no additional claims for costs, charges, or fees, nor shall Training Provider receive additional payment or any form of reimbursement from the City, South Bay Workforce Investment Area, individual participants or any other party, other than as specifically detailed in this Agreement.

F. Equitable Pricing Provision: The Training Provider has provided to the SBWIB, Inc., on behalf of the South Bay Workforce Investment Area, what it believes is a proper and competitive price for its services under this Agreement. The Training Provider also agrees that in the event the same or similar service is contracted to any individual or other governmental agency, that SBWIB, Inc., will automatically receive the lesser price offered to the other entity(s).

G. Non-liability of clients: Under no circumstances shall the Training Provider hold or attempt to hold client liable or in any way responsible for satisfying the monetary or other obligations which this Agreement imposes on SBWIB, Inc., or any of its Agencies. Any attempt by Training Provider to do so shall be considered a breach of this Agreement.

III -- TERM OF AGREEMENT

Training Provider shall commence performance under the terms of this Agreement as of the date of the SBWIB, Inc.'s notice to proceed. Unless sooner terminated as provided herein, this Agreement shall expire on **August 31, 2024.** However, Training Provider may continue to perform,

complete and be compensated for services rendered after **August 31, 2024** for those activities covered by this Agreement and begun prior to said expiration date.

IV – MODIFICATIONS

This Agreement fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the SBWIB, Inc. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

V- CERTIFICATION

A. Child Support Certification: Training Provider, by signing this Agreement hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. Training Provider assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Training Provider recognizes and acknowledges the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. Training Provider's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Training Provider may be ineligible for award of future Agreements if City determines that any of the following has occurred: (1) False certification, or (2) Violation the certification by failing to carry out the requirements as noted above.

B. Disbarment and Suspension Certification: By signing this Agreement, Training Provider hereby certifies, under penalty of perjury under laws of the State of California, the Training Provider will comply with Regulations implementing Executive Order 12549, Debarment and

Suspension, 29 CRT, Part 98, section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department of agency;

2. Have not within a three-year period preceding this proposal 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 (federal, state, or local) transaction or contract under a public transaction, 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;

3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

C. Lobbying Restrictions: By signing this Agreement the Training Provider hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Training Provider shall complete and submit standard for -LLL, :Disclosure Form to Report Lobbying", in accordance with its instructions.

D. Nepotism: By signing this Agreement the Training Provider certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the Training Provider. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, step-parent, step-child, or such other relationship which should give rise to a substantial appearance of impropriety if the person were to be hired by the Training Provider. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

E. Drug Free Workplace Compliance: By signing this Agreement the Training Provider hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Government Code Section 8350-8351) and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employee for violations as required by Government Code Section 8355(a)(1).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of the following:

a. The dangers of drug abuse in the workplace;

b. The person's or organization's policy of maintaining a drug -free workplace;

c. Any available counseling, rehabilitation, and employee assistance programs;

d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed activity:

a. Will receive a copy of the company's drug-free policy statement, and;

b. Will agree to abide by the terms of the company's drug-free workplace policies.

F. Nondiscrimination and Affirmative Action: By signing this agreement and as a condition to the award of financial assistance from the Department of Labor under Title I WIOA, the Training Provider assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency, pursuant Executive Order 13166), age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participant in any WIOA Title I-financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

4. The Age Discrimination Act of 1975, as amended with prohibits discrimination on the basis of age; and

5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The subcontractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the law as stated above. This assurance applies to the Training Provider's operation of the WIOA Title I-financially assisted program or activity and to all agreements the Training Provider makes to carry out the WIOA Title I-financially program or activity.

The Training Provider understands that the United States has the right to seek judicial enforcement of this assurance. The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, whether it is explicitly incorporated in such document and whether there is a written agreement between the recipients.

VI -- DISPUTES AND BREACH

A. Disputes

Any dispute arising from this Agreement shall be reviewed in accordance with procedures set forth in 49 C.F.R. Part 240, Subpart E.

B. Breach

In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

VII - COMPLAINT RESOLUTION PROCEDURES

A. SBWIB, Inc., has established the SBWIA Complaint Resolution Procedures under the

Workforce Innovation and Opportunity Act (WIOA), Part 652, Section 667.600 and Section 188 of WIOA as amended which may be used by WIOA participants to file complaints and grievances against the Training Provider.

B. Training Provide also agrees to maintain a grievance procedure and provide SBWIB, Inc., and each participant with a copy of its internal complaint resolution procedures upon enrollment into the program or during orientation.

C. Training Provider shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provision of the WIOA or WIOA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

D. Training Provider shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books and papers should the need arise during a complaint investigation.

VIII -- TERMINATION AND SUSPENSION OF FUNDING

A. Suspension

1. It is mutually understood and agreed that failure to comply with any provisions of this Agreement, its Exhibits and Attachments is cause for suspension of payments and/or referrals.

2. SBWIB, Inc., may immediately suspend payments to Training Provider prior to termination of the Agreement in whole or in part for the following causes(s):

a. Failure to comply in any respect with either the terms and/or conditions of this Agreement.

b. Submittal to SBWIB, Inc., and/or Administrative Entity of reports which are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to SBWIB, Inc., from the Federal or State Governments.

d. Failure of Training Provider to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, or its agencies responsible for the operation of this program, or South Bay Workforce Investment Area.

3. Upon suspension of funds, for whatever reason, Training Provider agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc.

B. Termination

1. This Agreement may be terminated in whole or in part by SBWIB, Inc., for cause, which shall include:

a. Failure for any reason of the Training Provider to fulfill in a timely and proper manner any of its obligations under this Agreement.

b. Suspension or termination by the Department of Labor or the State of the grant to SBWIB, Inc., and/or Administrative Entity under this Agreement.

c. Improper use by Training Provider of funds furnished under this Agreement.

d. Failure to meet performance standards as stipulated in Exhibit "D", attached.

2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination which shall be specified in the notice.

3. Upon termination or cancellation of this Agreement, Training Provider shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc., of all documents which are in the possession of Training Provider that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc. Final payment to Training Provider under

this Agreement will be made only after SBWIB, Inc., has determined that Training Provider has satisfactorily completed said close-out procedures.

IX -- ASSIGNMENTS AND SUBCONTRACTS

Training Provider shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of SBWIB, Inc.

X – INSURANCE

A. Certificates of Insurance

Training Provider shall furnish to SBWIB, Inc., evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements:

1. The City, SBWIB, Inc., its officers, employees, and agents shall be named as additional insured and are listed on the certificate as certificate holder.

2. Insurance shall not be canceled or terminated without 30 days written notice to SBWIB, Inc.

3. Insurance shall be primary and any insurance held by SBWIB, Inc., for its own protection shall be excess and shall be effective only upon exhaustion of Training Provider's insurance.

4. Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in Section III.

B. General Liability Insurance

Training Provider shall procure and maintain general liability insurance protecting Training Provider and City, SBWIB, Inc., its officers, employees, and agents against claims arising from bodily injury or death to persons occurring on Training Provider's business premises or otherwise through Training Provider's operation or performance under this Agreement. Said insurance shall consist of

combined single limit liability coverage in an amount of $1,000,000 or equivalent coverage as approved by the Legal Counsel of SBWIB, Inc.

C. Automobile Insurance

If a Training Provider, in conducting activities under this Agreement, uses motor vehicles, the Training Provider shall insure that the City, SBWIB, Inc., its officers, employees, and agents are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In addition, Training Provider shall provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be $1,000,000 combined single limit liability, or such other equivalent coverage approved by the Legal Counsel for the SBWIB, Inc. If Training Provider does not use motor vehicles in conducting activities, a waiver may be granted by the Legal Counsel of the SBWIB, Inc., on behalf of the City.

D. Worker Compensation

Training Provider shall provide worker compensation insurance coverage and benefits as required by the California Labor Code, covering all employees of Training Provider and, if applicable, other comparable insurance coverage such as medical and accident insurance for those participants enrolled in classroom training or similar programs and not qualifying as employed under worker compensation, as required by State or Federal law.

E. Self-Insurance

Notwithstanding the insurance required above, the SBWIB, Inc., at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the Legal Counsel of the SBWIB, Inc.

F. Insurance for Internships/Externships

Training Provider will be responsible to ensure that the appropriate insurance coverage for participants will remain in effect during internship/externship that is required in the performance of this Agreement.

XI -- HOLD HARMLESS

Training Provider agrees to indemnify, defend, save and hold harmless SBWIB, Inc./City and their respective officers, employees, and agents against any and all costs, expenses, claims, suits, and liability for bodily or personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness or obligations, resulting there from or arising out of and in any way connected with the alleged negligent or wrongful acts or omissions of Training Provider, its officers, employees, Training Providers, agents or representatives, while performing or failing to perform any services required herein to be performed by Training Provider or incurred by Training Provider in disbursing or using any WIOA funds, Welfare-to-Work funds, or special project funds under this Agreement.

City, SBWIB, Inc., Its officers, employees, and agents, by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of Training Provider or any of its officers, employees, Training Providers, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of WIOA funds by Training Provider under this Agreement.

XII-- OCCUPATIONAL SAFETY AND HEALTH ACT

Training Provider agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety Health Act of 1970 as amended if the participants were employees of the Training Provider. Training Provider shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

XIII -- FEDERAL, STATE, AND LOCAL COMPLIANCE

Training Provider shall comply with the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; applicable Drug Free Workplace requirements; all other Federal, State, County and local laws, rules and regulations applicable to the performance of this Agreement; policies and operating requirements of SBWIB, Inc., and the South Bay Workforce Investment Area;

applicable sections of the South Bay Workforce Investment Area Operations Manual; as well as applicable provisions and standards promulgated by the Department of Labor as they apply to Training Provider.

If regulations are amended or revised, Training Provider shall comply with them or notify SBWIB, Inc., within 30 days after promulgation of amendments or revisions that it cannot so conform.

XIV -- FISCAL ACCOUNTABILITY

Training Provider shall maintain a sound, auditable financial management system, based upon generally accepted accounting principles (GAAP).

XV – NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or by (2) personal service. For these purposes, the addresses of the parties shall be as follows:

South Bay Workforce Investment Board, Inc.

11539 Hawthorne Blvd, 5th Floor
Hawthorne, California 90250
Contact: Contract Administration Unit
Phone: (310) 970-7700
FAX: (310) 970-7714

Training Provider

Burbank Unified School District – Burbank Adult School
1900 W. Olive Avenue
Burbank, CA 91506
Contact: Elvis Carias
Phone: (818) 729-5950
FAX: (818) 558-4620

XVI – AUDITS

Training Provider shall adhere to applicable requirements of OMB Circular A-133.

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XVII -- ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

TRAINING PROVIDER

By: **Burbank Unified School District – Burbank Adult School**

Signature: _____

Name: Debbie Kukta

Title: Assistant Superintendent, Administrative Services

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

_____

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

_____

Jack Ballas, Attorney-at Law

EXHIBITS

1. EXHIBIT "A" – PROGRAM OUTLINE

2. EXHIBIT "B" – COMPLETION COMPETENCIES

3. EXHIBIT "C" – VENDOR REQUIRED DOCUMENTS

4. EXHIBIT "D" – PROGRAM PLAN/PERFORMANCE

5. EXHIBIT "E" STATEMENT OF BUSINESS OWNERSHIP

ATTACHMENTS:

i: Vendor Authorized Signature Page

ii: Itemized Cost Listing

iii: Bidder Information Sheet

EXHIBIT A -PROGRAM OUTLINE

RECEIVED
By vgreenfield at 8:47 am, Apr 28, 2022

Title of Training Program: Pharmacy Technician Training

Type of Training: ☑ Classroom ☐ Online ☐ Distance Learning

Maximum Total Cost Per Student $ 258.49 (e.g., 3 qtrs. to complete @ $500/qtr. = $1,500)

Total # of Hours 190 **and Weeks** 21 **To Complete Certification**

Minimum Entry Wage for Occupation: $ 17.47 **/HR. Average Entry Wage for Occupation $** 22.48 **/HR**

Pell Grant Eligible ☐

Target Sector: Target Sector: Health Care and Social Assistance

Target Occupation: Pharmacy Technician

Enrollment Schedule: (1) Fall start date (Aug.), Spring start date (Feb.) Each semester offered at 63 sessions for, TWR: 600pm - 900pm, (2) Saturday course, 27 sessions from (Oct.-Jun.) 800am - 330pm

Cost Breakdown

Tuition	$	License Fee	$
Registration	$ 0	Tools	$
Books	$ 258.49	Testing Fee (Identity)	$ 0
Supplies & Materials	$ 0	Other Fees	$ 0

Address of Training Site(s):

Burbank Adult School
3811 W Allan Ave
~~Burbank~~, ~~CA~~ ~~91505~~

Selection Criteria: Please list any other criteria that is not listed in the catalog.

Prerequisites: Entry Placement Exam

How Measured: Written Test

Title of Training Program: Pre-Certified Nursing Assistant

Type of Training: ☑ Classroom ☐ Online ☐ Distance Learning

Maximum Total Cost Per Student $ 892.5 (e.g., 3 qtrs. to complete @ $500/qtr. = $1,500)

Total # of Hours 200 **and Weeks** 16 **To Complete Certification**

Minimum Entry Wage for Occupation: $ 14.53 **/HR. Average Entry Wage for Occupation $** 18.00 **/HR**

Pell Grant Eligible ☐

Target Sector: Target Sector: Health Care and Social Assistance

Target Occupation: CNA, Nursing Care Attendants, Nursing Aides

Enrollment Schedule: Fall start date (Aug.), Spring start date (Jan.). Each semester offered at 64 sessions for, (1) AM session: M-Th 845am - 100pm, (2) M-Th 545pm - 915pm

Cost Breakdown

Tuition	$	License Fee	$
Registration	$ 0	Tools	$
Books	$ 72.50	Testing Fee (Identity)	$ 120.00
Supplies & Materials	$ 450.00	Other Fees	$ 250.00

Address of Training Site(s):

Burbank Adult School
~~3811 W Allan Ave~~
~~Burbank~~, ~~CA~~ ~~91505~~

Selection Criteria: Please list any other criteria that is not listed in the catalog.

Prerequisites: Entry Placement Exam

How Measured: Written Test

Title of Training Program: _____

Type of Training: ☐ Classroom ☐ Online ☐ Distance Learning

Maximum Total Cost Per Student $ 0 (e.g., 3 qtrs. to complete @ $500/qtr. = $1,500)

Total # of Hours _____ **and Weeks** _____ **To Complete Certification**

Minimum Entry Wage for Occupation: $ _____ **/HR. Average Entry Wage for Occupation $** _____ **/HR**

Pell Grant Eligible ☐

Target Sector: _____

Target Occupation: _____

Enrollment Schedule: _____

Cost Breakdown

Tuition	$	License Fee	$
Registration	$	Tools	$
Books	$	Testing Fee (Identity)	$
Supplies & Materials	$	Other Fees	$

Address of Training Site(s):

Selection Criteria: Please list any other criteria that is not listed in the catalog.

Prerequisites:

How Measured:

EXHIBIT B

COMPETENCIES

Title of Training: Pharmacy Technician Training

Training Provider Name: Burbank Unified School District - Burbank Adult School

Training Length: 190 Hours 21 Weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing**
(EXAMPLE: Completion of class min. overall score will be 70%)

***Student will be able to:**

	Competency	Measurement	Minimum Score
1.	Understand the individual differences in learning. Identify their own style of learning, and devise career goals.	Written Test	75%
2.	Demonstrate basic computer proficiency	Practicum	75%
3.	Explain the importance of safety in the classroom and in the workplace.	Written Test	75%
4.	Read prescriptions and doctor's orders, evaluate the orders for completeness, accuracy & validity. Input patient's..	Practicum, Written Test	75%
5.	(cont.) info and prescription info, prepare medications (oral & parenteral), & package medications for dispensing		75%
6.	Read measurements and calculate dosages.	Written Test	75%
7.	Help the pharmacist identify patients/family members who may benefit from counseling about their medications	Practicum, Written Test	75%
8.	Play an active role in the prevention of medical errors.	Practicum	75%
9.	Demonstrate good communication skills associated with professional customer service.	Practicum	75%
10.	Identify the local, state & federal laws & professional standards concerning the practice of pharmacy, and assist..	Written Test	75%
11.	(cont.) the pharmacist in ensuring the workplace is in proper compliance.		
12.	Assist the pharmacist in drug info research, inventory and purchase of drug products, devices, & supplies, billing..	Written Test	75%
13.	(cont.) of pharmacy services based on patients' health plans, & maintenance of electronic & paper files		
14.			

EXHIBIT B

COMPETENCIES

Title of Training: Pre-Certified Nursing Assistant

Training Provider Name: Burbank Unified School District - Burbank Adult School

Training Length: 200 Hours 16 Weeks

***List skills, knowledge and ability student will have obtained upon completion of training; how skills are measured and minimum score required for passing**
(EXAMPLE: Completion of class min. overall score will be 70%)

***Student will be able to:**

	Competency	Measurement	Minimum Score
1.	Title 22, Division 5, California Code of Regulations, CA Health and Safety Code, Federal Regulations	Safety, Written Test	75%
2.	Interpersonal relationships and communication skills. CNA reporting structure.	Written, Practicum	75%
3.	Safety: fire, disaster, hazardous waste, incident reporting and oxygen handling.	Written, Practicum	75%
4.	Body mechanics, medical/surgical asepsis and standard precautions.	Practicum	75%
5.	Promoting resident independence, respecting resident's rights, recognizing elder/resident abuse and prevention.	Practicum	75%
6.	Observing Mandated Reporter procedural guidelines.	Safety, Written Test	75%
7.	Take and record: vital signs, height and weight accurately.	Practicum	75%
8.	Specimen collection: sputum, stool, urine according to procedural guidelines	Practicum	75%
9.	Assist other health team members with exams and procedures within the CNA's scope of practice.	Practicum	75%
10.	Perform range of motion according to procedural guidelines and observing patient safety measures.	Practicum	75%
11.	Make closed, open and occupied beds, using correct body mechanics, and following procedural guidelines.	Practicum	75%
12.	Skin care: maintenance and prevention.	Written Test	75%
13.	Position the patient in correct alignment with no bony prominences exposed following procedural guidelines.	Practicum	75%
14.	Reposition and turn a patient in bed, using correct body mechanics, and procedural guidelines.	Practicum	75%

EXHIBIT "C"
TRAINING PROVIDER'S REQUIRED DOCUMENTS

Training Provider agrees to provide South Bay Workforce Investment Area with the following documents. Enrollments will be withheld pending receipt, acceptance (and/or approval where indicated by asterisk) of these documents by Administrative Entity, the SBWIB, Inc., its Committees or SBWIB, Inc. Legal Counsel.

ONE COPY OF EACH OF THE FOLLOWING AS NOTED: (South Bay Workforce Investment Area will check N/A if not applicable.)

N/A 1. **Current Certification(s)** by Bureau for Private Postsecondary Education (BPPE): Facility __ Curriculum __ Instructor In the event of any changes in facilities, curriculum, and/or instructor(s), or if renewals are required, Training Provider shall obtain BPPE certification for the changes and renewals and forward copies of same to SBWIB, Inc.

2. **Check type of organization:**
Public **X** Private for Profit __ Corporation _ Partnership _ Proprietorship **X** **Trust Fund**

Legal Status Documents:

N/A Articles of Incorporation with State of California Certification
N/A By-Laws of Corporation
N/A Fictitious Name Statement
N/A Business License
N/A Non-profit status letter from IRS [i.e. 501©)(3)] for non-profit agencies (if applicable).
X Other: Training Provider Certification Form(s)/Contract Application
X 3. Program Orientation Packet
X 4. Grievance Procedures
X 5. Training Provider Policies, including, but not limited to absentee/lateness policy, Holiday schedule, and disciplinary procedures.

OTHER DOCUMENTS:

Administrative and fiscal information:

X 1. Completed South Bay Workforce Investment Area Authorized Signature form listing names and signatures of those persons authorized to execute Agreements, contracts, modifications, fiscal statements and other documents for Training Provider.
X 2. Training Provider shall complete 504 accessibility survey forms prior to written authorization to enroll.
X 3. Statement of Business Ownership

Required Insurance Certificates:

X 1. General Liability Coverage with endorsements.*
X 2. Automobile Liability Coverage with endorsements (if applicable)*
N/A 3. Public Entity Evidence of Self-Insurance (if applicable)*
X 4. Workers Compensation Coverage

***Endorsements must name *"The City of Inglewood, South Bay Workforce Investment Board, Inc., its officers, employees, and agents"* as additional insured.**

EXHIBIT "D"
PROGRAM PLAN/PERFORMANCE STANDARDS

Training Provider Name: Burbank Unified School District – Burbank Adult School

Course Title(s) covered by this Exhibit:

a. Pharmacy Technician Training
b. Pre-Certified Nursing Assistant

I. TRAINING PROVIDER RESPONSIBILITIES:

A. Administer appropriate pre-tests where applicable.

B. Provide reason(s) for rejection of applicants first to applicant, with a written summary of said reasons to appropriate referring entity(s).

C. Insure that the number of participants in classroom training does not exceed State requirements for training or maximum room occupancy.

D. Provide program orientation to every participant enrolled, with verification of such orientation signed by participant and maintained in each participant's file. Orientation shall include, but not be limited to: Student policies pertaining to disciplinary procedures, grievance procedures, notice of student rights, information on "how students are doing," holiday schedule and attendance requirements and procedures. Training Provider shall adhere to State required five (5) day cancellation policy requirements.

E. Provide written grievance/complaint resolution and nondiscrimination policies and procedures to applicants and participant with explanation of process. In addition to standard grievance/complaint resolution and non-discrimination procedures, handicapped participants shall also receive grievance/complaint resolution and non-discrimination policies and procedures applicable to handicapped persons. A document verifying receipt of these documents shall be signed and dated and maintained in participant file.

F. Training Provider shall maintain and make available participant daily attendance records.

G. Training Provider will provide participant with certificate of successful completion and competency achievement and maintain copies of completed and scored tests described in Exhibit "B" in participant files.

H. Job Placement Activities:

1. Training Provider shall provide placement services to WIOA participants that are comparable to services provided to all other students of Training Provider.

I. <u>Termination other than Placement.</u>

1. Participant Decision:
   If a participant chooses to drop out of the program an exit interview will be held, if possible, to document reason. Training Provider will advise SBWIB, Inc. and appropriate referring entity(s) in writing within two (2) business days of learning of participant's decision.

2. Training Provider Decision:
   If Training Provider determines that a participant can no longer benefit from the program, the Training Provider will:
   a. First notify appropriate referring entity(s).

b. Conduct exit interview, providing information to participant in accessing other resources which may be available.

J. Participant Unallowable Activities and Costs:
Training Provider will comply with the following guidelines per Workforce Innovation and Opportunity Act (WIOA) or compensation may be disallowed:

1. Public Service Employment: No funds will be used under this contract for public service employment, subsidized employment with public and non-profit employers providing public services.
2. Sectarian Activities: The employment or training of participants in sectarian activities is prohibited.
3. Political Activities: No financial assistance may be provided for any program which involves political activities.
4. Maintenance of Effort:
   a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits).
   b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
   c. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
   d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

5. WIOA funds received by agencies or individuals may not be used to assist, promote, or deter unionization.

6. No funds provided under WIOA may be used for contributions on behalf of any participant to retirement systems or plans.

7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this Act.

8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by Training Providers or subcontractors, when working in construction which is assisted under the Act and which is related to a building used for WIOA programs.

9. Funds provided under this Act shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.

10. No funds may be used to assist in relocating establishments, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.

11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the service delivery area's performance goals.

K. Training Provider offering access to federal and/or state education assistance grants shall provide Training Provider with a list of WIOA participants who are receiving financial aid through one or more Education Assistance Programs (including WIOA participants for whom ADA funds were

received) and shall reimburse the SBWIB, Inc. for funds which were used to pay training costs for participants who received financial aid after training began.

II. TRAINING PROVIDER PERFORMANCE

Evaluation Standards:
Training Provider will be evaluated quarterly on all activities conducted under this agreement from July 1st through June 30th. Activity(s) not completed in the program year in which the enrollment occurred will be carried over and evaluated in the following program year or the program year in which the completion occurs. Evaluation of Training Provider performance may include, but not be limited to the following:

1) Training-related placement rate at termination shall be: 70%

	Occupation	Rate
a.	Pharmacy Technician	70%
b.	CNA/Nursing Care Attendant	70%

2) Follow-up Entered Employment Rate: The follow-up entered employment rate is the total number of participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training) divided by the total number of participants terminated at thirteen weeks (91 days).

The follow-up training-related entered employment rate shall be no less than: 70%

3) Total Weekly Earnings at Follow-up: Total weekly earnings for all participants employed at 91 days after termination into employment (which has occurred within 90 days from completion of training) divided by the total number of participants employed at thirteen weeks (91 days). Training-related wage rates at placement and at 91 day follow-up shall be no less than:

	Occupation	Minimum	Average
a.	Pharmacy Technician	$17.47	$22.48
b.	CNA/Nursing Care Attendant	$14.53	$18.00

4) Contract Compliance Capability: Service Provider ability to comply with contract requirements.

5) Contract Administration: Administration of Program, including but not limited to:
   a. Documentation
   b. Participant Records
   c. Prompt and accurate invoicing
   d. Cooperation

6) Training Provider's Fiscal Accountability:
Training Provider shall be monitored for compliance with financial management requirements to ensure that WIOA assets are safeguarded against loss from unauthorized use or disposition. Furthermore, Training Provider shall be required to comply with all applicable California State Tuition Refund Policies.

III. UNDERSTANDINGS

A. Training Provider understands that this Agreement is a tuition reimbursement contract.

B. Training Provider agrees that job placement for participants accepted into training program shall be a primary responsibility of Training Provider, including job identification, job solicitation and job development.

C. Training Provider understands that once a participant is enrolled and costs have been incurred, responsibility for participant's training and placement is assumed.

D. Training Provider understands that SBWIB, Inc., Administrative Entity, and its agents are charged with tracking and reporting on compliance and performance of all Agreements to the South Bay Workforce Investment Area and/or designated committees. SBWIB, Inc., Administrative Entity, and its agents are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.

E. Training Provider understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.

F. Training Provider understands that on-site monitoring conducted by SBWIB, Inc., Administrative Entity and/or its agents shall include a review of the financial assistance awards list to find WIOA enrollees and to identify possible WIOA training fund over-payments in order to recover funds from training institution that received education assistance program funds on behalf of WIOA participants.

G. Training Provider understands that all costs paid out for a participant who is enrolled without written authorization from SBWIB, Inc. prior to enrollment shall be the sole responsibility of the Training Provider. In the event of any disallowed costs, the South Bay Workforce Investment Area will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed or use any other repayment method identified in the South Bay Workforce Investment Area debt collection policy.

H. The conduct of the parties to this agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,

1. During the performance of this Agreement, the Training Provider, Sub-grantee and its sub-contractees shall not deny the Sub-grants benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Sub-grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Training Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Sub-grant.

I. Training Provider will administer its programs under the Workforce Innovation and Opportunity Act in full compliance with safeguards against fraud, abuse and criminal activity as set forth in WIOA Regulations. Training Provider's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the administrative entity within 24 hours of discovery in accordance with requirements and procedures contained in WIOA Regulations. Training Provider shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

J. Training Provider shall provide training in a classroom environmental setting that does not depict religious artifacts, signs, drawings, etc. where participant may be influenced or distracted during the course of normal business operation hours.

EXHIBIT E

TRAINING PROVIDER STATEMENT OF BUSINESS OWNERSHIP

Business Name: Burbank Unified School District - Burbank Adult School

Business Address: 3811 W Allan Ave, Burbank, CA 91505

(County) Los Angeles

Contact Person: Elvis Carias No. of employees: 54

Telephones: (1) 818.729.5950 (2) FAX: 818.558.4620
Primary Alternate

Type of Organization: ✔ Public (Govt.) ☐ Local Education Agency (LEA)

____Private for-profit ____Private non-for-profit

____Other: _____

Structure: ✔ Public Agency If so: ✔ Local ____State ____Federal

____Corporation ____Sole Proprietorship ____Partnership

Federal Tax ID: 95-6000418

State ID: 800-8702-6

Elvis Carias
Elvis Carias (Apr 27, 2022 12:54 PDT)
SIGNATURE

4.27.2022
DATE

Elvis Carias . Executive Director
NAME and TITLE of AUTHORIZED REPRESENTATIVE

Burbank Unified School District - Burbank Adult School
ORGANIZATION

Revised October 1, 2016

Training Provider Authorized Signature Form

The documents identified below require authorized signatures for execution, processing and/or payments. Complete this form, entering the names and signatures of persons authorized to sign the contract and invoices below. Notification of any change in authorized signatures is the responsibility of the Training Provider. Changes without prior notification by the Training Provider may cause a delay in processing payments.

DOCUMENT	PRINT/TYPE NAME	SIGNATURE
Contract	Debbie Kukta debbiekukta@burbankusd.org Email Address	Debbie Kukta Digitally signed by Debbie Kukta Date: 2022.04.26 15:58:17 -07'00'
	Email Address	

Note: Contract authorization must be given by action of the governing board of the organization or legal owner(s).

Invoices	Wendy Heard	Wendy Heard (Apr 26, 2022 18:51 PDT)
Attendance Records	Wendy Heard	Wendy Heard (Apr 26, 2022 18:51 PDT)
	Elvis Carias	Elvis Carias (Apr 27, 2022 12:54 PDT)
Competency Verification	Wendy Heard	Wendy Heard (Apr 26, 2022 18:51 PDT)
	Elvis Carias	Elvis Carias (Apr 27, 2022 12:54 PDT)

Elvis Carias (Apr 27, 2022 12:54 PDT)
SIGNATURE

4/26/22
DATE

Elvis Carias — Burbank Adult School Assistant Principal
NAME and TITLE of AUTHORIZED REPRESENTATIVE

Burbank Unified School District - Burbank Adult School
ORGANIZATION

Revised January 1, 2018

BURBANK ADULT SCHOOL
3811 West Allan Avenue
Burbank, California 91505
(818) 729-5950
FAX (818) 558-4620

April 11, 2022

Attn: Contract Administration
SBWIB
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
lbischoff@sbwib.org

To Whom it May Concern:

Itemized Cost Breakdown

Pharmacy Technician Training	
Books	
-*Pharmacology for Technicians Fourth Edition,* Don A. Ballington and Mary M. Laughlin, 2010	$ 78.75
- *Pharmacy Practice for Technicians Fourth Edition,* Don A. Ballington and Robert J. Anderson, 2010	$ 53.48
-*Pharmacy Calculations for Technicians Fourth Edition,* Don A. Ballington and Tova Wiegand Green, 2010	$ 126.26
Total Cost Per Student	**$258.49**

Thank You,

Elvis Carias
elviscarias@burbankusd.org
Assistant Principal
Burbank Adult School
818.729.5950

BURBANK ADULT SCHOOL
3811 West Allan Avenue
Burbank, California 91505
(818) 729-5950
FAX (818) 558-4620

March 31, 2022

Attn: Contract Administration
SBWIB
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
lbischoff@sbwib.org

To Whom it May Concern:

Itemized Cost Breakdown

Pre-Certified Nursing Assistant	
Books	
-Nursing Assisting: A Foundation in Caregiving - Hartman Publishing (textbook)*	$ 54.50
-Nursing Assisting: A Foundation in Caregiving - Hartman Publishing (workbook)*	$ 18.00
Testing Fee	
-State exam Testing Fee	$ 120.00
Other	
-Physical Exams including labs and TB testing	$ 250.00
Supplies & Materials *(See table Below)*	$ 450.00

Total Cost Per Student: $ 892.50

Supplies & Materials	Cost	Units Needed	Per student	Tax	Total cost
UNIFORMS					
Pin	10.00	1	10.00	1.03	11.03
Patch	8.00	2	16.00	1.64	17.64
Uniform - top & bottom	25.00	2	50.00	5.13	55.13
Watch	25.00	1	25.00	2.56	27.56
Gait belt	10.00	1	10.00	1.03	11.03
Shoes	65.00	1	65.00	6.66	71.66
BP Kit	45.00	1	45.00	4.61	49.61
					$ 243.65

REQUIRED Processes					
CPR @ BAS			64.00		64.00
Rolling Fee			30.00		30.00
DOJ			32.00		32.00
					$ 126.00
PPE					
Face Shield	2.00	1	2.00	0.21	2.21
Box of Masks (50)	4.50	1	4.50	0.46	4.96
Shoe covers	0.50	25	12.50	1.28	13.78
Disposable Gowns	2.00	10	20.00	2.05	22.05
Hair Covers	0.35	10	3.50	0.36	3.86
Box of Gloves	15.95	1	15.95	1.63	17.58
					$ 64.44
Allowance for Cost Fluctuation					**$15.91**
GRAND TOTAL					**$ 450.00**

Thank You,



Elvis Carias
elviscarias@burbankusd.org
Assistant Principal
Burbank Adult School
818.729.5950

PTPD APPLICATION - TRAINING PROVIDER INFORMATION

RECEIVED
By vgreenfield at 8:47 am, Apr 28, 2022

Legal name and structure of organization, firm or agency:
Burbank Unified School District - Burbank Adult School

Address: 3811 W Allan Ave, Burbank, CA 91505

E-mail Address: BAS@burbankusd.org Web Site Address: burbankusd.org/bas

Training Site Addresses:

1. 3811 W Allan Ave, Burbank, CA 91505
2.
3.
4.

Type of Organization ☑ Public (Government) ☐ Local Education Agency (LEA)

Personnel

Contact Person: Elvis Carias Title: Assistant Principal

Phone Number: 818.729.5950 Fax: 818.558.4620

E-mail Address: elviscarias@burbankusd.org

Organizational Data

Federal Tax ID No. 95-6000418 State ID No: 800-8702-6

Please check other services your agency offers.

☐ Financial Aid	☑ ESL Courses	☑ Parking Accessible
☑ Online Registration	☑ GED Assistance	☐ Transport Accessible
☐ Job Development	☐ Child Care	☐ Career Assessment
☐ Job Placement	☐ Web Based (On-Line) Training	☐ Tutorial Services
☑ Career Counseling	☑ Accessible Disabled Individuals	☐ Other Services

EXCEPTIONS TO THE REQUESTS OF THE PTPD APPLICATION:
Please describe any areas of this proposal that you may not be able to comply with, and state reasons. (Use additional sheets, as necessary.) If no exceptions are noted, it is our understanding that you fully understand the conditions of this application by authorized Training Provider's signature below.

DECLARATION OF THE BIDDER:
I declare that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this application on behalf of:
Burbank Unified School District - Burbank Adult School

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

Wendy Heard
Wendy Heard (Apr 26, 2022 18:51 PDT)
SIGNATURE

4/26/22
DATE

Elvis Carias Executive Director
Name & Title of Authorized Representative

BURBANK ADULT SCHOOL
3811 West Allan Avenue
Burbank, California 91505
(818) 729-5950
FAX (818) 558-4620

April 26, 2022

Attn: Contract Administration
SBWIB
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
lbischoff@sbwib.org

To Whom it May Concern:

Letter of Waiver.

Neither company owned and operated nor students' vehicles will be used to perform any of the services contemplated by the agreement between the City of Inglewood/South Bay Workforce Investment Board, Inc. and Burbank Adult School.

Thank You,

Elvis Carias
elviscarias@burbankusd.org
Assistant Principal
Burbank Adult School
818.729.5950

CERTIFICATE NO. ISSUE DATE

WSG-913 AI

CERTIFICATE OF COVERAGE

05/04/22

Public Risk Innovation, Solutions, and Management
C/O ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
LICENSE #0C36861
PHONE (949) 756-0271 / FAX (619) 699-0901

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

MEMBER:

WEST SAN GABRIEL LIABILITY AND PROPERTY JPA
BURBANK UNIFIED SCHOOL DISTRICT
ATTN: DEBBIE KUKTA
1900 W. OLIVE AVENUE
BURBANK, CA 91506-2460

COVERAGE AFFORDED BY **A- Public Risk Innovation, Solutions, and Management**

COVERAGE AFFORDED BY

COVERAGE AFFORDED BY

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ENT LTR	TYPE OF COVERAGE	MEMORANDUM #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	MEMBER'S SELF-INSURED RETENTION/ DEDUCTIBLE	LIMITS
A	**GENERAL LIABILITY** [X] EXCESS GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCURRENCE	PRISM PE 21 EL-09	07/01/2021	07/01/2022	$50,000	Difference between $1,000,000 and the Member's Self-Insured Retention
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] HIRED AUTO [X] NON-OWNED AUTO [X] GARAGE LIABILITY	PRISM PE 21 EL-09	07/01/2021	07/01/2022	$50,000	Difference between $1,000,000 and the Member's Self-Insured Retention
A	**STUDENT PROFESSIONAL LIABILITY**	PRISM PE 21 EL-09	07/01/2021	07/01/2022	$50,000	Difference between $1,000,000 and the Member's Self-Insured Retention
A	**PROPERTY** [X] ALL RISK [X] FLOOD [X] AUTO PHYSICAL DAMAGE (ONLY IF SCHEDULED) [X] BOILER AND MACHINERY [X] TERRORISM TERRORISM LIMIT IS SHARED BY ALL MEMBERS IN ALL TOWERS ALL OTHER LIMITS ARE SHARED BY TOWER	PRISMPR 22-23	03/31/2022	03/31/2023	$50,000 $5,000	$25,000,000 PER OCCURRENCE ALL RISK EXCEPT $25,000,000 FOR FLOOD PER OCCURRENCE AND ANNUAL AGGREGATE $25,000,000 PER ACCIDENT BOILER & MACHINERY LIMIT

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN BURBANK UNIFIED SCHOOL DISTRICT AND THE CITY OF INGLEWOOD SOUTH BAY WORKFORCE BOARD INC. FOR ITRAIN ADULT SCHOOL CONTRACT.

CITY OF INGLEWOOD, THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. ITS OFFICERS, EMPLOYEES, AND AGENTS ARE INCLUDED AS AN ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

THE CITY OF INGLEWOOD
CONTRACT ADMINISTRATION
SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.
11539 HAWTHORNE BLVD., SUITE 500
HAWTHORNE, CA 90250

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**", Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Issued to: **ALL MEMBERS** **Memorandum No.: EIA 19 EL-00**

Issue Date: **June 25, 2021**

Authorized Representative
Public Risk Innovation, Solutions, and Management

CERTIFICATE NO. ISSUE DATE

WC-3711	**CERTIFICATE OF COVERAGE**	06/25/2021

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:
WEST SAN GABRIEL WORKERS' COMPENSATION JOINT POWERS AUTHORITY MEMBER AGENCIES (AS ENDORSED)
ATTN: DIERK ESSELN
ARCADIA USD
150 SOUTH THIRD AVE
ARCADIA, CA 91006

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Statutory EMPLOYERS' LIABILITY: $5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

BURBANK UNIFIED SCHOOL DISTRICT IS A MEMBER OF WEST SAN GABRIEL WORKERS' COMPENSATION JOINT POWERS AUTHORITY MEMBER AGENCIES (AS ENDORSED)

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY
C/O BURBANK UNIFIED SCHOOL DISTRICT
1900 WEST OLIVE AVE
BURBANK, CA 91506-2460

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
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 $10,000.

Recommendation:

Paulette Koss, Director of 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 $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 1,2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 12th day of May 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Accommodating Ideas, Inc. hereinafter referred to as "Consultant."

Payee's Name: Accommodating Ideas, Inc. Daytime Phone Number: 800-257-1783

Mailing Address: 3632 Smith Ave, #698 Acton CA 92510

Email Address: aiterps@ai-ada.com

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

Board Approval: 06/02/2022 Account Code: 01.0-65000.0-57602-11901-5850-7440000

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;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$10,000**
2. The term of the Agreement shall be the period commencing on: 07/01/2022 and terminating on: 06/30/2023.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Accommodating Ideas, Inc. will provide interpreters/translators for DHH special education students.
6. The Consultant shall provide a clear and concise invoice noting 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 the 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.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Accommodating Ideas, Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Accommodating Ideas, Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Accommodating Ideas, Inc. shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Accommodating Ideas, Inc. or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Accommodating Ideas, Inc., its agents, subcontractors, employees or other representatives referred to in this Agreement, Accommodating Ideas, Inc. shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Accommodating Ideas, Inc. fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Accommodating Ideas, Inc. demand.

District shall save and hold Accommodating Ideas, Inc., harmless from and against and shall indemnify Accommodating Ideas, Inc. for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Accommodating Ideas, Inc. is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Accommodating Ideas, Inc. may defend the same and any expenses, including reasonable attorney's fees, which Accommodating Ideas, Inc. may pay or incur in defending said action and the amount of any judgment which Accommodating Ideas, Inc. may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]
Paulette Koss
Print Representative Name

[redacted]
Director of Special Education
Title

[redacted]
Signature

[redacted]
Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Accommodating Ideas, Inc.
Consultant/Company

[redacted]
Print Representative Name

[redacted]
Title

[redacted]
Signature

[redacted]
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

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

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $10,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and West Shield Adolescent Services, to escort and transport special education students to out of or in state residential facilities, not to exceed $10,000 (01.0-07240.0-50010-36000-5812-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 12th day of May 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and West Shield Adolescent Services hereinafter referred to as "Consultant."

Payee's Name: West Shield Adolescent Services Daytime Phone Number: 800-899-8585

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

Email Address: contactus@westshield.com

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

Board Approval: 06/02/2022 Account Code: 01.0-07240.0-50010-36000-5812-7440000

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;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$10,000**
2. The term of the Agreement shall be the period commencing on: 07/01/2022 and terminating on: 06/30/2023.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which West Shield Adolescent Services will provide escort transportation services to special education students being placed at out of state/in state residential facilities.
6. The Consultant shall provide a clear and concise invoice noting 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 the 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.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to West Shield Adolescent Services the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless West Shield Adolescent Services from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

West Shield Adolescent Services shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of West Shield Adolescent Services or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of West Shield Adolescent Services, its agents, subcontractors, employees or other representatives referred to in this Agreement, West Shield Adolescent Services shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If West Shield Adolescent Services fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by West Shield Adolescent Services demand.

District shall save and hold West Shield Adolescent Services, harmless from and against and shall indemnify West Shield Adolescent Services for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If West Shield Adolescent Services is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, West Shield Adolescent Services may defend the same and any expenses, including reasonable attorney's fees, which West Shield Adolescent Services may pay or incur in defending said action and the amount of any judgment which West Shield Adolescent Services may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]
Paulette Koss
Print Representative Name

[redacted]
Director of Special Education
Title

[redacted]
Signature

[redacted]
Date

ACKNOWLEDGED AND AGREED TO

Consultant:

West Shield Adolescent Services
Consultant/Company

[redacted]
Shawn Aguirre
Print Representative Name

[redacted]
Contract Specialist
Title

[redacted]
Shawn Aguirre
Signature

[redacted]
Date May 12, 2022

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to provide a Vision IEE for Special Education Student 960034080, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $1,800.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Douglas W Stephey OD Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 9600340805, not to exceed $1,800 (01.0-65000.0-57602-11900-5850-7440000), effective June 3, 2022 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 10th day of May 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Douglas W Stephey OD Inc., hereinafter referred to as "Consultant."

Payee's Name: Douglas W Stephey OD Inc. Daytime Phone Number: 626-578-9685

Mailing Address: 208 West Badillo St., Covina, CA 91723

Email Address: dstephey@verizon.net

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

Board Approval: 06/02/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$1,800**
2. The term of the Agreement shall be the period commencing on:06/03/2022 and terminating on: 12/31/2022.
3. Payment Terms: Net 45 Days
4. **District desires to enter into an Agreement in which Douglas W Stephey OD Inc. will provide a vision therapy IEE for special education student 960034080.**
6. The Consultant shall provide a clear and concise invoice noting 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 the 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.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Douglas W Stephey OD Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Douglas W Stephey OD Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Douglas W Stephey OD Inc. shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Douglas W Stephey OD Inc. or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Douglas W Stephey OD Inc., its agents, subcontractors, employees or other representatives referred to in this Agreement, Douglas W Stephey OD Inc. shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Douglas W Stephey OD Inc. fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Douglas W Stephey OD Inc. demand.

District shall save and hold Douglas W Stephey OD Inc., harmless from and against and shall indemnify Douglas W Stephey OD Inc. for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Douglas W Stephey OD Inc. is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Douglas W Stephey OD Inc. may defend the same and any expenses, including reasonable attorney's fees, which Douglas W Stephey OD Inc. may pay or incur in defending said action and the amount of any judgment which Douglas W Stephey OD Inc. may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Douglas W Stephey OD Inc.
Consultant/Company

Doug Stephey
Print Representative Name

Title

owner/doctor

Signature

Date 5-12-22

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Approval of Agreement for Transportation (Special Education)

Background:

Special Education is required to provide transportation to students per their Individual Educational Program (IEP).

Discussion/Issues:

Special Education must provide transportation for students to its programs. On occasion, students are transported by HopSkipDrive, Inc.

Fiscal Impact:

Not to exceed $150,000.00.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and HopSkipDrive, Inc. for transportation services for Special Education Students on an as needed basis, effective July 1, 2022, through June 30, 2023, not to exceed $150,000.00 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the "***Agreement***") is entered into as of July 1, 2022 (the "***Effective Date***") by and between **HOPSKIPDRIVE, INC.**, a Delaware corporation (the "***Contractor***"), and BURBANK UNIFIED SCHOOL DISTRICT (the "***Organization***").

1. **Services.** During the term of this Agreement, Contractor will provide transportation coordination services (the "***Services***") to the Organization as described on Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers ("***Drivers***") for certain riders who attend the Organization. The Organization will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein. Amounts required to be paid to Contractor under this Agreement may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of Organization (except that Organization will not be responsible for any taxes on Contractor's income).

3. **Term and Termination.** This term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the "***Initial Term***"). Unless Organization notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Initial Term, this Agreement shall renew for successive twelve (12) month terms (each a "***Renewal Term***") in accordance with the terms of this Agreement; provided that the pricing for each Renewal Term shall be determined prior to each Renewal Term by the parties, who shall use their best efforts to agree in writing upon such revised pricing to account for an annual cost of living increase for each Renewal Term as determined by t he Bureau of Labor Statistics for the Los Angeles area, in addition to an additional percentage increase as shall be agreed upon in writing by the parties.

4. **Independent Contractor.** The Contractor's relationship with the Organization will be that of an independent contractor.

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

(b) **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.

(c) **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements

with respect to Contractor's business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Supervision of Contractor Services.** All of the Services to be performed by Contractor will be as agreed to between Contractor and the Organization in writing.

6. **Relationship between the Organization and its Families.**

(a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "***Family***" and collectively, the "***Families***") regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals, in the following order: (i) [insert Organization contact name and phone number], and (ii) [insert contact name and phone number].

(b) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

(c) Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a Driver's vehicle caused by a rider, and Organization agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. Damages include any actual physical damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.

7. **Authority of Organization to Arrange Transportation.** Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.

8. **License**. Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the software or related materials provided to Organization. Contractor will own all right, title, and interest in such software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

9. **Marketing.** Subject to applicable laws regarding privacy of rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results"

include but are not limited to cost savings realized by Organization, the number of riders transported, and the number of rides conducted. True and verifiable results do not include personal information about riders or families. Organization consents to Contractor's use of Organization's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the Organization's name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor's Services.

10. **Liability; Indemnity; Insurance**.

(a) EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.

(b) Contractor shall indemnify, defend and hold the Organization harmless from any third party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization. Organization shall indemnify, defend and hold Contractor harmless from any third party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

(c) Contractor shall maintain minimum required insurance coverage as set forth on Exhibit C. Contractor agrees to furnish Organization with a Certificate of Insurance evidencing such insurance coverage and shall deliver to Organization, within five (5) days of the mutual execution of this Agreement, an endorsement reflecting Organization as an additional insured as to Contractor's policies set forth on Exhibit C.

11. **Conflicts with this Agreement.** Except as set forth in Section 6(b), above, Contractor represents and warrants that neither Contractor nor any of Contractor's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Organization represents and warrants that neither Organization nor any of Organization's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

12. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below, or as subsequently modified by written notice.

To Contractor:

HopSkipDrive, Inc.
1320 E. 7th Street, Suite 200
Los Angeles, CA 90021
Attn: Legal Department
Email: legal@hopskipdrive.com

To Organization:
Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(g) **Force Majeure.** Notwithstanding the payment obligations set forth in Exhibit B, neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, endemics/pandemics, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause.

(h) **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles California,

in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

(i) **Publicity.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization.

(j) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement on the respective dates set forth below.

HOPSKIPDRIVE, INC.

By: _____
Joanna McFarland, CEO

Address: 1320 E. 7th Street,
Suite 200
Los Angeles, CA 90021

Date: _____

BURBANK UNIFIED SCHOOL DISTRICT

By: _____
Debbie Kutka, Assistant Superintendent

Address: 1900 W. Olive Ave.
Burbank, CA 91506

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers as needed on an ongoing basis. Rides will be completed based on pricing outlined in Exhibit B of this Agreement.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by the ride organizer within the one (1) hour time period. **To ensure that Contractor is notified in the case of any Organization closures or delays, Organization is asked to add Contractor to its emergency contact lists using the following number: (213) 699-3380**

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the "***Fee***") in addition to any damage fees imposed by Contractor pursuant to Section 6(c) of the Agreement:

- Thirty Dollar ($30) Base Fee + Two Dollars and Fifty Cents ($2.50) Dollars per Mile + Ten Cents ($.10) per Ride California Access for All Fee

Contractor shall provide Organization with an invoice via email to Sandra Shearer, sandrashearer@burbankusd.org, in a format consistent with the following Sample Invoice and

Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. Organization shall pay Contractor within thirty (30) days of Organization's receipt of such invoice. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization's failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.

Sample Invoice

HopSkipDrive, Inc.
1933 S. Broadway, Ste. 1144
Los Angeles, CA 90007 US
accounting@hopskipdrive.com
hopskipdrive.com

HopSkipDrive

Invoice

BILL TO
ABC School District
123 Fake St.
Los Angeles, CA 90007

INVOICE # 1957
DATE 04/01/2019
DUE DATE 05/01/2019
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0925	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review and Pay" on the invoice then click "Pay Now".

You can also pay via Bill.com at https://app.bill.com/Login.
(Payment Network ID 0160726151291838)

BALANCE DUE **$150.03**

SAMPLE

Sample Invoice Supporting Documentation

Organizer Invoice 1957 Account #12345

April 1, 2019 to April 30, 2019

ABC School District

123 Fake St., Los Angeles, CA, 90007 USA

Invoice Total: $150.03

SAMPLE

Scheduled Start	Trip ID	Trip State	Origin Address	Destination Address	Passengers or Cancelled Passengers	Est. Miles	Total fare
4/29/2019 12:15:00 PM	1489196	canceled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Four	9.23	$12.52
4/29/2019 10:30:00 AM	1489193	canceled	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger One Passenger Three	7.81	$13.14
4/10/2019 2:15:00 PM	1449506	complete	789 Test St. Sherman Oaks, CA 91403 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger One Passenger Two	7.70	$33.05
4/10/2019 10:15:00 AM	1449496	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Four Passenger Three	7.81	$32.76
4/4/2019 12:30:00 PM	1437516	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Two Passenger Four	9.23	$25.58
4/4/2019 9:15:00 AM	1437498	complete	789 Test St. Sherman Oaks, CA 91403 USA	2123 Fake St. Los Angeles, CA 90007 USA	Passenger Three Passenger One	7.31	$32.98
Grand Total						49.59	$150.03

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: $1,000,000 single limit/$1,000,000 UM/UIM

General Liability: $1,000,000 per occurrence/$2,000,000 aggregate

Sexual Misconduct: $1,000,000 limit/$2,000,000 aggregate

Employer's Liability: $2,000,000

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify an agreement for professional services to provide a Neuro-Psychological Educational Evaluation IEE for Special Education Student 960021175, 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 $5,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Learning Dynamics, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960021175, not to exceed $5,000 (01.0-65000.0-57602-11900-5850-7440000), effective May 10, 2022 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 10th day of May 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Learning Dynamics, Inc. hereinafter referred to as "Consultant."

Payee's Name: Learning Dynamics, Inc. Daytime Phone Number: 310-855-3276

Mailing Address: 22837 Ventura Blvd., Ste. 200, Woodland Hills, CA 91364 Email Address: info@learningdynamicsinc.org

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

Board Approval: 06/02/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate not to exceed $5,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 05/10/2022 and terminating on: 12/31/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Learning Dynamics, Inc. will provide a neuropsychological educational IEE for Student 960021175.

6. The Consultant shall provide a clear and concise invoice noting 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 the 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.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Learning Dynamics, Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Learning Dynamics, Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Learning Dynamics, Inc. shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Learning Dynamics, Inc. or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Learning Dynamics, Inc., its agents, subcontractors, employees or other representatives referred to in this Agreement, Learning Dynamics, Inc. shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Learning Dynamics, Inc. fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Learning Dynamics, Inc. demand.

District shall save and hold Learning Dynamics, Inc., harmless from and against and shall indemnify Learning Dynamics, Inc. for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Learning Dynamics, Inc. is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Learning Dynamics, Inc. may defend the same and any expenses, including reasonable attorney's fees, which Learning Dynamics, Inc. may pay or incur in defending said action and the amount of any judgment which Learning Dynamics, Inc. may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Learning Dynamics, Inc.
Consultant/Company

Print Representative Name

Title

Signature

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies

Background:

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

Discussion/Issues:

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).

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 2022 through June 2023.

Fiscal Impact:

Estimated costs for the attached list of NPS/NPA for July 2022 through June 2023: $5,600,000.00

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve the Master Contracts and service agreements for special education students, to be provided by the indicated nonpublic, nonsectarian schools and agencies (01.0-65000.0-57601-11800-5810-7440000, 01.0-65460.0-57601-11800-5810-7440000, 01.0-65000.0-57601-11804-5810-7440000, 01.0-33270.0-57601-11800-5810-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

Name	MC #
Academy for the Advancement of Children with Autism	PS002
Autism Spectrum Therapies	PS003
Valley High School & Learning Center DBA Dubnoff School	PS004
Villa Esperanza Services	PS007
HELP Group	PS013
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Hillside School and Learning Center	PS029
Hathaway-Sycamores	PS030
Oak Grove Center - Jack Weaver School	PS036
Glendale Adventist Medical Center/Pediatric Therapy Center	PS053
Center for Developing Kids	PS060
Heritage Schools, Inc.	PS070
Hillsides Education Center	PS088
Lehrhoff and Associates, Inc.	PS100
Speech, Language and Education Associates	PS104
Institute for Applied Behavior Analysis	PS111
Verdugo Hills Autism Project	PS112
Holding Hands Pediatric Therapy & Diagnostics	PS120
Lovaas Institute for Early Intervention	PS165
Staff Assistance, Inc.	PS195
The Speech Pathology Group, Inc. dba Child Counseling & Behavior Therapy Clinic	PS199
Pioneer Healthcare Services	PS200
Center for Vision Development Optometry, Inc.	PS201
Marianne Frostig Center of Educational Therapy (Frostig School)	PS202
Northpoint School - Child & Family Guidance Center	PS203
Speech and Language Development Center	PS204
Center for Autism and Related Disorders - Woodland	PS206
Copper Hills Youth Center	PS208
Behavioral Education for Children with Autism, LLC	PS209
Elliott Institute	PS210
Autism Behavior Intervention, Inc.	PS211
Pristine Rehab Care	PS212
Sunbelt Staffing, LLC	PS213
Center for Autism Spectrum Treatment, Inc.	PS215
Professional Tutors of America, Inc.	PS216
Invo HealthCare Associates, LLC	PS217
Behavioral Learning Center, Inc.	PS218
Devereux Cleo Wallace	PS219
Soliant Health	PS220
360 Degree Customer Inc.	PS221
New Mediscan II, LLC dba Cross Country Education	PS222
Rosemary Johnson & Associates Clinic, Inc.	PS223
Point Quest Pediatric Therapies, LLC	PS224
Haynes Family of Programs - S.T.A.R. Academy	PS226
Heartspring School	PS227
Logan River Academy, LLC	PS228
Behavior and Education, Inc.	PS229

Maxim Healthcare Services	PS230
Bayes Achievement Center, Inc.	PS232
The Stepping Stones Group LLC	PS233
Therapy In Action	PS234
Total Education Solutions	PS236
Working With Autism, Inc.	PS237
3 Chords, Inc. dba: Therapy Travelers	PS238
McRory Pediatric Services, Inc.	PS239
Ro Health Services	PS240
Provo Canyon School, Inc.	PS241
EdTheory	PS242
Speechcom, Inc.	PS243
Protocol Agency	PS244
Maya Borna Inc., dba Therapy Lounge Center	PS246
B.I.G. Solutions,LLC	PS247
Therapy Staff, LLC	PS249
Devereux Advanced Behavioral Health Georgia	PS250
Communications Solutions	PS253
The Speech Pathology Group, Inc. dba SPG Therapy & Education-Walnut Creek	PS254
Lakemary School	PS255
California Pyschcare, Inc.	PS256
Inclusive Education & Community Partnership	PS257
Devereux Texas Treatment Network	PS259
The Genesis Group	PS260
In Touch Behavioral Group	PS261
Solstice RTC / Fernwood Academy	PS262
Positive Development of California	PS263
New Directions Solutions, LLC	PS264
AMN Allied Services, LLC	PS265
LA Speech Pathology Services, Inc.	PS266
ICAN-B	PS267
Sunny Kids Therapy, Inc.	PS268
Quest Therapy Group	PS269
Nurturing Nests Therapy Center	PS270
Learning and Behavioral Center, LLC	PS271
Discovery Ranch	PS272

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 2, 2022
SUBJECT:	Approval of Agreement for Professional Services (Human Resources)

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 2022 – 2023 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, 2022 through June 30, 2023.

Financial Impact:
The financial impact to the District is $29,010.00 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, 2022 through June 30, 2023, not to exceed $29,010 (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
#INVUS158699

Burbank Unified School Dist
1900 W Olive Ave
Burbank CA 91506

Start Date: 7/1/2022
Due Date: 7/31/2022

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	7/1/2022	6/30/2023	16201 Burbank Unified School Dist	$29,009.28	$29,009.28

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	$29,009.28
TOTAL DUE by 7/31/2022	$29,009.28

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, Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	June 2, 2022
SUBJECT:	Approval of Renewal of Agreements for Professional Services with CSM Consulting, Inc, for E-Rate Consulting and Emergency Connectivity Fund (ECF) Compliance Services (General Fund and Special Reserve Fund)

Background:
The Burbank Unified School District has participated in the federal E-Rate program since 1999. E-Rate funding is available to school districts to offset data communications costs, network infrastructure cabling, and network equipment upgrades. The application process is complex and requires expertise in helping increase District funding levels, proper use of funds, and ensuring the District follows appropriate documentation requirements. On June 20, 2019, the Board of Education approved an agreement with CSM Consulting, Inc. (CSM) for E-Rate consulting services. On June 4, 2020, and June 17, 2021, the Board of Education renewed agreements with CSM.

Additionally, on May 11, 2021, the FCC released a new Emergency Connectivity Fund (ECF) program. The ECF program is a $7.17 billion program helping schools close the Homework Gap. This funding is to help districts purchase Chromebooks, laptops, and hotspots (Internet Access) for off-campus use by students and school staff in need during the COVID-19 pandemic. Students and staff can bring the equipment to and from school. On June 17, 2021, the Board of Education amended the agreement with CSM for additional compliance services with the new ECF program.

District-Wide Goals for 2021-2022:
4. Maintain efficient and effective operations

Discussion/Issues:
The District would like to renew both agreements with CSM Consulting, Inc. to continue E-Rate consulting services and additional compliance services to assist with the ECF program.

Fiscal Impact:
CSM will provide E-Rate services 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. Additionally, CSM will provide additional compliance services for the ECF program, equal to 4% of the ECF Program amount committed during the term, not to exceed $20,000. If the ECF program does not fund, there will be no cost to the District.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of the agreement between Burbank Unified School District and CSM Consulting, Inc., to provide E-Rate consultation services, not to exceed $35,000 and additional ECF compliance services, not to exceed $20,000 (General Fund and Special Reserve Fund) (01.0-00000.0-00000-77000-5850-7402000; 40.0-00000.0-00000-81000-5850-7500000), effective July 1, 2022, through June 30, 2023, 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 **$20,000** ("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, 2022, or upon execution (whichever is later), through June 30, 2023. 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 _____, 2022.



_____, **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 _____, 2022 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, 2021 and 2022 are resolved or June 30, 2024. 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: _____

FY 2022-2023 ADDITIONAL COMPLIANCE SERVICES - FCC EMERGENCY CONNECTIVITY FUND (ECF)
THIRD WINDOW FILING

This request for Additional Compliance Services is pursuant to the existing Contract for E-Rate Compliance Services CSM Consulting, Inc. ("Consultant") and **Burbank Unified School District** ("District").

WHEREAS, the Federal Communications Commission ("FCC") has established the Emergency Connectivity Fund Program ("ECF"), to help schools and libraries by funding connected devices and broadband connections for students, school staff, and library patrons, who would otherwise lack sufficient access to fully engage in remote learning and virtual library services, during the COVID-19 pandemic.

The District desires that the Consultant utilize the established filing and reporting guidelines to assist the District in creating the required forms and applications to be reimbursed for eligible costs as outlined in the FCC Report and Order FCC 21-58 related to the ECF.

The Consultant shall provide to District completed forms and processes related to all ECF applicable applications (excluding applications for non-commercially available broadband service) of the Federal Communications Commission ECF Program. Additional Compliance Services provided to include the following:

- Assist and coordinate the preparation and filing of FCC ECF forms. Assist and coordinate the preparation and filing of:
  - Item 21 (or applicable) Attachments
  - Invoicing and Reimbursement forms and documentation
  - Service Provider Identification Number (SPIN) Change Requests (if applicable)
  - Service Substitution Requests
  - ECF Program Certifications
  - Program Integrity Assurance (if applicable)
  - Payment Quality Assurance requests (if applicable)
- Act as District's main point of contact with the Universal Service Administrative Company, the FCC, and any other governmental agency or service provider that is necessary to assist the District participate in the ECF.
- Assist District on ECF Program compliance including updates on rule or regulatory changes.

The District will provide the Consultant with appropriate supporting documentation in a timely manner in order to ensure that established FCC timelines may be met.

The cost for services rendered regarding the ECF Program application process for the **Fiscal Year 2022-2023** Third ECF window application process, as referred to above, will be invoiced and due to the Consultant as follows:

An annual amount equal to **4%** of ECF Program amount committed during the Term of this Agreement, not to exceed a total amount of **$20,000**.

Invoices for the service will be provided to the District upon notification of funding decision.

If applicable, the parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of these Additional Services.

If the District would like us to proceed with this service, please sign and return this acceptance letter and return to us at your earliest convenience. Please feel free to email a signed copy to our Contracts Department at contracts@csmcentral.com.

Sincerely,



David Cichella

Please sign and date below if the District chooses to engage CSM to provide the additional compliance services listed above:

_____ _____

District Representative Signature Date

Print Name Here: _____

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____day of _____, 2022 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 through June 30, 2025.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") Emergency Connectivity Fund Program ("ECF").

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 ECF 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.

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
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 2, 2022
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, 2022 through June 30, 2024, the District hereby agrees to pay the Law Firm in connection with the above referenced services as at the following hourly rates:

	July 1, 2022-June 30, 2023	July 1, 2023 June 30, 2024
Senior Partners	$330.00	$345.00
Partners/Senior Counsel	$310.00	$320.00
Senior Associates	$285.00	$295.00
Associates	$265.00	$275.00
Electronic Technology Litigation Specialist	$250.00	$255.00
Non-Legal Consultants	$240.00	$245.00
Senior Paralegals/Law Clerks	$180.00	$185.00
Paralegals/Legal Assistants	$170.00	$175.00

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, 2022 through June 30, 2024, 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, 2022, 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 two years, commencing July 1, 2022, through June 30, 2024. For the period July 1, 2022, through June 30, 2024, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	July 1, 2022 June 30, 2023	July 1, 2023- June 30, 2024
Senior Partners	$330.00	$345.00
Partners/Senior Counsel	$310.00	$320.00
Senior Associates	$285.00	$295.00
Associates	$265.00	$275.00
Electronic Technology Litigation Specialist	$250.00	$255.00
Non-Legal Consultants	$240.00	$245.00
Senior Paralegals/Law Clerks	$180.00	$185.00
Paralegals/Legal Assistants	$170.00	$175.00

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, law enforcement/use of force, criminal/white collar, 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, 2022, through June 30, 2024, 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 1st day of July, 2022.

"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
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 2, 2022
SUBJECT:	Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)

Background:
The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as construction. Services may also include preparation for and representation in court.

Discussion/Issues:
The firm of Lozano Smith has been in existence since 1988 and has offices in the San Francisco Bay Area, the Central Valley, the Central Coast, the Los Angeles area and the San Diego area. Attorneys within the firm practice in all state and federal courts throughout California. They focus particularly on Education Law and provide access to attorneys who specialize in particular areas of the law.

Fiscal Impact:
The District will use the services of this firm on an as-needed basis as is already our practice with other attorneys. The rate per hour for the firm is as follows:

Client agrees to pay Attorney by the following standard hourly rate*:

	Effective 7/1/2020
Partner**/Senior Counsel/Of Counsel	$ 275 - $ 350 per hour
Associate	$ 215 - $ 285 per hour
Law Clerk/Paralegal	$ 135 - $ 195 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $350 - $385 per hour.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2022 through June 30, 2023, 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, 2022, between the BURBANK UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Burbank Unified School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* 
PRINTED NAME AND TITLE OF PERSON SIGNING Debbie Kukta, Assistant Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED June 6, 2022	DATE EXECUTED 05/19/2022

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. [1]

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.

[1] Sale or Lease of Sale Property Work:

Partner / Senior Counsel / Of Counsel	$ 400 per hour
Associate	$ 375 per hour
Paralegal / Law Clerk	$ 200 per hour

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 2, 2022
SUBJECT:	Approval of Los Angeles County Office of Education (LACOE) Annual Maintenance Charges Contract for the BEST Advantage System 2022-2023

Background:

The Los Angeles County Office of Education (LACOE) provides financial system services to districts for the purpose of financial reporting. The BEST Advantage System meets State reporting requirements.

Discussion/Issues:

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
Chartfield
General Ledger (GL)
Vendor
Outgoing Payment

Fiscal Impact:

FY2020-2021 System Charges	$ 20300
CPI % Change (Consumer Price Index for Los Angeles - Anaheim, in the type All Urban Consumers, from October 2020 to October 2021, as published by the California Department of Industrial Relations)	$5.4%
Total BEST Advantage System Charges for FY2022-2023	**$ 21396.2**

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 BEST Advantage System, not to exceed $21,396.2 (01.0-00000.0-00000-77000-5890-0000000), effective, July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

CONTRACT FOR
BEST ADVANTAGE SYSTEM
FISCAL YEAR 2022-2023

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, #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, attached hereto and made a part hereof.

2. TERM

This Contract is effective July 1, 2022, and shall remain in effect through June 30, 2023.

3. PAYMENT

District shall pay LACOE the costs, as specified in Exhibit A. The total amount payable to LACOE by the District for the fiscal year (FY) 2022-2023 for financial system services shall be transferred quarterly from the District to LACOE by a journal voucher. Notices of journal transfers will be provided.

4. ADJUSTMENT

The amount payable will be increased on an annual basis and shall not exceed the percent change in the All Urban Consumer Price Index for the Greater Los Angeles – Anaheim area, from prior-prior year October to prior year October, as published by the California Department of Industrial Relations.

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 oris 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 ornot 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 ori s 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 tuberculosisas 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 AND MARIJUANA-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 and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOEvehicles.

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, pandemics, 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 beyondthe 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 thoughit 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 27.2 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 forcause 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 (*Intentionally left blank)*

35 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. The Parties represent and warrant that those persons signing this Agreement are authorized to execute this Agreement.

LOS ANGELES COUNTY OFFICE OF EDUCATION

By_____
Patricia Smith
Chief Financial Officer

Date_____

lm 3-2-22

Report 4/4/22

School Dist.: Burbank Unified School District
BU # 64337, Contract # C-22260

By_____

Debbie Kukta
Typed or Printed Name

Title Assistant Superintendent, Administrative Services

Date 06/02/2022

Date Approved
by Board, if Required 06/02/2022

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

Los Angeles County Office of Education
Accounting and Budget Development, ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR BEST ADVANTAGE SYSTEM
Fiscal Year 2022-2023
EXHIBIT A

District Name: Burbank Unified School District

District Number: 64337

FY2020-2021 System Charges	$ 20300
CPI % Change (Consumer Price Index for Los Angeles - Anaheim, in the type All Urban Consumers, from October 2020 to October 2021, as published by the California Department of Industrial Relations)	$5.4%
Total BEST Advantage System Charges for FY2022-2023	**$ 21396.2**

NOTE: All online reports are available at no charge

By _____
(Signature)

Debbie Kukta
(Print/Type Name)

Title Assistant Superintendent, Administrative Services

Date 06/02/2022

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:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 2, 2022
SUBJECT:	Approval to Close Imprest Fund

Background:

Debbie Kukta, Assistant Superintendent of Administrative Services, recommends that the Board of Education to approve the closure of the Imprest Fund for the following administrators:

School Site /Department	Administrator's Name
John Burroughs High School	Deborah Madrigal
Monterey High School	David Guyer
Ralph W. Emerson Elementary School	Jennifer Kaitz

Discussion/Issues:

Board of Education Policy 3451 provides for the establishment of the revolving funds/imprest accounts at school sites and administrators. In accordance with this policy, if a principal's/administrator's assignment is added or changed, their imprest fund must be established.

Fiscal Impact:
None

Recommendations:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the closure of the Imprest Funds due to separation from the District, retirement or change in assignment, as presented.

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:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 2, 2022
SUBJECT:	Approval to Establish Imprest Fund

Background:

Debbie Kukta, Assistant Superintendent of Administrative Services, recommends that the Board of Education approve establishment of the Imprest Fund for the following administrators:

School Site /Department	Administrator's Name
John Burroughs High School	Matthew Chambers
Monterey High School	April Weaver
Ralph W. Emerson Elementary School	Jennifer Almer

Discussion/Issues:

Board of Education Policy 3451 provides for the establishment of the revolving funds/imprest accounts at school sites and administrators. In accordance with this policy, if a principal's/administrator's assignment is added or changed, their imprest fund must be established.

Fiscal Impact:
None

Recommendations:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the establishment of the Imprest Fund due to new hire, retirement or change in assignment, 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 2, 2022
SUBJECT:	Approval of Piggybackable Contracts for Equipment, Materials and Services 2022-2023

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
- Fast-Open Contracts Utilization Services (FOCUS) Program
- 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 2022-2023 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:	Carrie Bogdanovich, Director of Food Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 2, 2022
SUBJECT:	Approval of Agreement for Professional Services, Cybersoft Technologies, Inc. (a.k.a PrimeroEdge) (Cafeteria Fund)

Background:
Food Services is currently using Cybersoft Technologies, Inc. for its web hosting services to publish online menus, nutritional information, allergens, meal application link and processing, menu planning, production and inventory tracking for staff, parents, students and teachers and a mobile app link. The Los Angeles County Office of Education (LACOE) requires that any services paid out of object code 5840 requires a Duly Signed Contract with Board Approval. Object code 5840 refers to computer/technology related services, software and licenses.

Discussion/Issues:
The webhosting services offered by Cybersoft Technologies, Inc. will continue to provide families with customizable comprehensive information specifically tailored for the Food Service department that helps promote healthy habits. The software allows the Food Service department to provide Point-of-Sale System, Meal Application Processing, Menu Planning, Production, Central Kitchen, Inventory tracking and State & Federal compliance of operation within the department. Cybersoft Technologies, Inc. will enable Food Services to process paper meal applications & income survey using scanner hardware or online versions. The software allows the Food Service department to validate each application, generate a results letter and electronically store all applications on a file.

Fiscal Impact:
Total cost for the web hosting Food Service front and back of the house services is $39,325.00 annually.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Cybersoft Technologies, Inc. (a.k.a. PrimeroEdge) to provide software services, effective July 1, 2022 through June 30, 2023, not to exceed $38,421.25 (61.0-53100.0-00000-37000-5840-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Organization Name	Burbank Unified	Created Date	4/4/2022
Billing Address	1900 W. Olive Ave. Burbank, California 91506 United States	Expiration Date	6/3/2022
		Ship To	United States

Prepared By Nick Heath

Category	Product	Product Description	Quantity	Sales Price	Discount	Total Price
Services	Kickstart Ultra	Includes configuration and online training for full-suite, one time cost	1.00	$4,995.00		$4,995.00
Subscription_Software	Central Office	District-level license	1.00	$995.00	15.00%	$845.75
Subscription_Software	Ultra	Includes POS, Student Eligibility, Inventory, Menu Planning, Production & Team Work per site	18.00	$1,195.00	15.00%	$18,283.50
Subscription_Software	Central Production/Kitchen	District-level license	2.00	$2,995.00	15.00%	$5,091.50
Subscription_Software	Central Warehouse	Licensed per warehouse	2.00	$1,995.00	15.00%	$3,391.50
Subscription_Software	SchoolCafé Digital Suite	Includes online payments, applications, income surveys, menus, and pre-ordering	17.00	$395.00	15.00%	$5,707.75
Subscription_Software	Digital Applications	Includes access to SchoolCafé online applications and verification	1.00	$125.00	15.00%	$106.25

Subtotal	$44,320.00
Total Price	$38,421.25

SY 22-23 Software License Fee = 39,325.00 - 15% = $33,426.25

Kickstart Ultra Fee = $4,995

Total due = $38,421.25

Annual recurring cost listed below

Estimated Annual Price

$39,325.00

Annual Subscription includes the use of the PrimeroEdge software, toll-free phone support, remote assistance, updates, and hosting.

Burbank Unified School District

Signature (Print)

Debbie Kukta, Assistant Superintendent

Signature

Click here to view the items included in the Kickstart Training Package
https://primeroedge.com/kickstart/

Click here to view all of the Terms & Conditions of Purchase
https://primeroedge.com/terms-and-conditions