BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, February 03, 2022

5:00 p.m. - Closed Session
7:00 - 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
Please note that the meeting may be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings

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://docs.google.com/forms/d/e/1FAIpQLScTR4pv0h91CUMde9piL10YrhiWYAzcggaiSVGrCjjD0zPHKw/viewform?usp=sf_link before 3pm on Wednesday, February 2. 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, February 2, 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 Labor Negotiator, Pursuant to Government Code §54957.6
Agency Negotiator: Sarah Niemann
Employee Organization: Burbank Teachers Association (BTA)

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

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

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

3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960022122

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. OATH OF OFFICE

8.a Administration of the Oath of Office for Student Board Members
Char Tabet, President, Board of Education, will administer the Oath of Office to Student Board Member Evan Urena, representing Monterey High School, who will serve as Student Board Member for the 2021-2022 school year.

9. REPORTS FROM THE BOARD

9.a Student Representatives
Jule Reader, JBHS; Evan Urena, MHS; and Shushanna Ter-Petrossyan, BHS, will report on activities at their respective schools.

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 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 020322.pdf

11.b Report on the Burbank Unified School District's COVID-19 Response
Matt Hill, Superintendent, will report on the District's COVID-19 Response.

12. NEW AND/OR UNFINISHED BUSINESS

12.a 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 02-03-22.pdf

12.b Adoption of Resolution 22 Proclaiming the Month of February 2022 as Teen Dating Violence Awareness and Prevention Month
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 22 Proclaiming the Month of February 2022 as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District, as presented.

Resolution_22 Teen_Dating_Violence_Awareness_Month_2022.pdf

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

13.a Action on Final Settlement Agreement (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960022122, not to exceed $6,000 (01.0-65000.0-50010-36000-5813-7440000), effective January

7, 2022 through July 8, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960022122 Settlement Agreement.docx.pdf

13.b Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Emergency Board of Education Meeting of January 2, 2022, as presented.

Minutes.01.02.22.SP.pdf

13.c Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Board of Education Meeting of January 8, 2022, as presented.

Minutes.01.08.22.SP.pdf

13.d Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Board of Education Meeting of January 20, 2022, as presented.

Minutes.01.20.22.pdf

13.e Approval of Personnel Report Number 21-22-11
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 21-22-11, covering Certificated and Classified personnel, and consisting of Pages 1 to 12 inclusive, as presented.

Personnel Report.pdf

13.f 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 January 10, 2022, as presented.

2021-2022 Purchase Order Report.pdf

13.g Approval of Warrants
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $22,696,100.22 and commercial warrants in the total amount of $9,011,592.88, as presented.

Warrants.pdf

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

Approval of Instructional Consultants 020322 Redacted.pdf

13.i Approval of Agreement for Professional Services, Super Cooperative Purchasing Group – A California USDA Foods Cooperative
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the Super Cooperative Purchasing Group, effective July 1, 2022 through June 30, 2023, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

Food Service - Super Co-Op Agreement.pdf

13.j Ratification of Agreement for Professional Services with Dixon SmartSchoolHouse LLC
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and Dixon SmartSchoolHouse LLC for special services, effective January 20, 2022 through June 30, 2022, not to exceed $12,000 (01.0-00000-0-00000-72000-5850-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Custodial Mgmt - Joe Dixon.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 Professional Tutors of America for Special Education Student 960022122, not to exceed $1,600 (01.0-65000.0-57602-11900-5850-7440000), effective January 7, 2022 through July 8, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960022122 Professional Tutors Ratification.pdf

13.l Approval of Amended Master Contract for Nonpublic, Nonsectarian Schools and Agencies (Special Education)
Paulette Koss, Director of Special Education recommends that the Board of Education amend the Master Contract for special education students, to be provided by Nurturing Nests Therapy Center, Nonpublic, Nonsectarian Schools and Agencies, effective February 4, 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.

Amended Master Contract.pdf

13.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 Augmentative Communication Therapies, to provide an Augmentative Assistive Communication IEE for Special Education Student 960038456 not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 4, 2022 through May 26, 2022,

and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960038456 Augmentative Assistive Communication.pdf

13.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 Augmentative Communication Therapies, to provide an Augmentative Assistive Communication IEE for Special Education Student 960038410 not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 4, 2022 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960038410 Augmentative Assistive Communication.pdf

13.o 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 Fresno County Superintendent of Schools, to provide a credit recovery program for students with IEPs, not to exceed $76,586 from COVID Grant (01.0-65370.0-57602-11900-5850-7440000) and $38,293 (01.0-65000.0-57602-11900-5850-7440000), effective January 5, 2021 through January 4, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Fresno County Superintendent of Schools Cyber High.pdf

13.p Amended 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 meeting for Special Education Student 960004538, not to exceed $8,600 (01.0-65000.0-57602-11900-5850-7440000), effective November 19, 2021 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was December 16, 2021 effective November 19, 2021 through May 31, 2022, not to exceed $7,100. This amendment adds an additional $1,500 increasing the total not to exceed $8,600.

SPED Student 960004538 Professional Services Karen Epport Amended.pdf

13.q 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. Andre Van Rooyen, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 9600035268 not to exceed $6,000 (01.0-65000.0-57602-11900-5850-7440000), effective January 18, 2022 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as

presented.

SPED Student 9600035268 Professional Services Andre Van Rooyen Ratified.pdf

13.r 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 Zarik Hacopian, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 9600022472, not to exceed $5,000 (01.0-65000.0-57602-11900-5850-7440000), effective January 1, 2022 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Zarik Hacopian Ratification.pdf

14. REQUESTS TO ADDRESS THE BOARD

14.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.

14.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.

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

15. ADJOURNMENT

Diversity, Equity, and Inclusion (DEI) Committee Update

February 3rd, 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]

DEI UPDATE

- Ms. McCoy has finalized DEI surveys for classified staff, faculty, and teachers. Surveys will be distributed to all employees by January 28th.
- Ms. McCoy is finalizing student and parent draft surveys by February 4th. Surveys will be distributed to students and parents by February 15th.
- Ms. McCoy will send the draft student and parent surveys to the board subcommittee for review by February 4th.
- Ms. McCoy will organize student and parent focus groups to receive feedback on both surveys by February 8th before finalizing the surveys.
- By March 15th, present and review all survey results and discuss next steps
- Post survey implementation, Ms. McCoy will be auditing classrooms to better understand classroom engagement and climate.
- Ms. McCoy is working with the DEI Engagement Committee to host a student-led panel event in February.

DEI UPDATE

- Dr. Hill and Ms. McCoy collaborated with JBHS and BHS's Black Student Union groups to record a tribute to Martin Luther King, Jr. Day. We discussed how BHS, JBHS, and the district work towards MLK's dream and mission with our work in DEI. It was a student-led production with both schools' media teams.
- Ms. McCoy will be working with Providencia and Burbank High's intervention team and yard staff to develop tools when having difficult conversations about race and gender equality issues with elementary and secondary students.
- Ms. McCoy is working with the policy team to develop a Hate Crime Policy.
- Ms. McCoy is working with instruction and teachers to develop supplementary materials, ethnic studies courses, a new list of novels, and ongoing professional development for teachers, staff, and faculty that will be rolled out by January 2022. (delayed due to the freeze of Professional Development)
- Continue meeting with student groups, teachers, parents, and community groups to understand their experience in BUSD and how we can implement change.
- Continue to facilitate the District's DEI Committee and Subcommittees (engagement, instruction, and policy).

Questions?

APPENDIX

- Instruction Goals & Updates
- Instruction Goals & Updates 2
- Policy Goals & Updates
- Engagement Goals & Updates
- DEI On-GOING WORK

KEY COMPONENTS (taken from Fordham University)

- **Mission:** Aligning diversity strongly with the institution's mission is a cornerstone of this work. Diversity will remain marginal unless it is central to the core teaching, research, and mission.
- **Culture:** Takes longer to change the climate and must be framed so that diversity can be facilitated rather than obstructed.
- **Human Capital:** Do faculty, staff, and administration share a commitment to DEI goals? Do they possess the skills necessary to implement DEI goals? If not, are there opportunities for them to be developed?
- **Core Institutional Processes:** To what degree is diversity engaged in strategic plans, ongoing reports to the board, policy, and strategic proposals?
- **Perceptions of Institutional Commitment:** Importance of people's perceptions about fairness, overall views of the institution, or in specific domains such as the allocation of resources, procedures, and interpersonal treatment

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:	February 3, 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. McCormick Construction Company wishes to donate to the District 100 binders to be used as needed Districtwide.

b. The Wonderful Company Foundation Inc. and Rumina Shakhmuradyan wishes to donate to the District $500 to be used for classroom supplies for room 35 at Joaquin Miller Elementary School.

c. The Wonderful Company Foundation Inc. and Rumina Shakhmuradyan wishes to donate to the District $500 to be used for supplies at Joaquin Miller Elementary School.

d. Theodore Roosevelt PTA wishes to donate to the District $4,364.55 to be used for One School, One Book, One Reading Event at Theodore Roosevelt Elementary School.

e. Jefferson Elementary FRC wishes to donate to the District $2,798.95 to be used for the Sherwood Forest Farms Fundraiser at Thomas Jefferson Elementary School.

f. Half the Sky Entertainment Inc. wishes to donate to the District $5,000 to be used as needed at William McKinley Elementary School.

g. The Blackbaud Giving Fund wishes to donate to the District $384.62 to be used as needed at William McKinley Elementary School.

h. The Blackbaud Giving Fund wishes to donate to the District $576.93 to be used as needed at William McKinley Elementary School.

i. The Destiny Education Project wishes to donate to the District $1,000 to be used for adding diverse literature to John Muir Middle School Library.

j. Families for Stevenson wishes to donate to the District $24,328.53 to be used to pay for Apex Leadership for R.L. Stevenson Elementary School.

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:	February 3, 2022
SUBJECT:	Adoption of Resolution 22 Proclaiming the Month of February 2022 as Teen Dating Violence Awareness and Prevention Month

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Background:
Unhealthy, abusive, or violent relationships can have severe consequences and short-term and long-term negative effects on developing teens. In fact, it has been reported that 23% of females and 14% of males first experience some form of dating violence before age 18 (CDC, 2018). In light of this, every year during the month of February, advocates join national efforts to raise awareness about teen dating violence, emphasize healthy relationships, and encourage communities to take a multi-level, multi-sector approach to this issue.

Discussion / Issues:
Teen dating violence is defined as a pattern of abuse or threat of abuse against teen dating partners, occurring in different forms, including cyber, emotional, physical, psychological, sexual, and verbal. Teen dating violence occurs across diverse groups and cultures. Although the dynamics of teen dating violence are similar to adult domestic violence, the experiences of teen dating violence as well as the prevention and intervention strategies are unique.

The National Resource Center on Domestic Violence as well as the CDC have developed online resources that inform collaborative and multilevel approaches to the prevention and intervention of teen dating violence. There are also resources for teachers and school-based professionals. These resources can be accessed by going to http://www.nationalcenterdvtraumamh.org/trainingta/resources-for-advocates-trauma-informed-dv-advocacy and https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teen_dating_violence.html

Fiscal Impact:
None

Recommendation:
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 22 Proclaiming the Month of February 2022 as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Resolution 22

PROCLAIMING THE MONTH OF FEBRUARY 2022
AS TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH

WHEREAS, a 2013 survey by the Center for Disease Control found that nearly 10 percent of high school students reported physical victimization and 10 percent reported sexual victimization from a dating partner in the 12 months before they were surveyed;

WHEREAS, according to the Center for Disease Control, nearly 1,500,000 high school students experience physical abuse from a dating partner each year;

WHEREAS, the Bureau of Justice Statistics found that females between the ages of 16 and 24 experience intimate partner violence at a rate that is almost triple the national average of all women;

WHEREAS in 2008, the National Council on Crime and Delinquency reported that approximately 1 in 3 adolescent girls in the United States is a victim of physical, emotional, or verbal abuse from a dating partner, a rate that far exceeds victimization rates for other types of violence affecting young people;

WHEREAS a 2012 study, as part of an independent evaluation of Start Strong: Building Healthy Teen Relationships, an initiative aimed at building healthy relationships among middle school youth, found that teen dating violence behaviors were common even among seventh grade students, with nearly 1 in 6 students reporting physical dating violence;

WHEREAS according to data from the Youth Risk Behavior Surveillance System, almost 20 percent of teenage girls who were exposed to physical dating violence did not attend school on one or more occasions during the 30 days preceding the survey because the girls felt unsafe at school or on the way to or from school;

WHEREAS a study published in Pediatrics suggests that teen dating violence is a substantial public health problem because victims of teen dating violence are:

(1) at increased risk of mood and behavior problems as young adults; and
(2) at increased risk for future violent relationships;

WHEREAS 74 percent of teenage boys and 66 percent of teenage girls report that they have not had a conversation with a parent about dating abuse in the past year;

WHEREAS primary prevention programs are a key part of addressing teen dating violence, and successful examples of these programs include education, community outreach, and social marketing campaigns that are culturally appropriate;

WHEREAS educating middle school students and the parents of middle school students about the importance of building healthy relationships and preventing teen dating violence is key to deterring dating abuse before it begins;

WHEREAS the establishment of the month of February 2022 as National Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, and families regardless of sexual orientation, socioeconomic status, race, or sex.

Now, Therefore, Be It Resolved that the Month of February 2022 be recognized as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District.

I HEREBY CERTIFY that Resolution 22 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 3rd day of February 2022.

Ayes:
Noes:
Abstain:
Absent:

Emily Weisberg
Clerk, Board of Education

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:	February 3, 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 960022122 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 960022122 concerning services and/or school placement, a formal settlement agreement was offered on January 7, 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 cost to the District is $6,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960022122, not to exceed $6,000 (01.0-65000.0-50010-36000-5813-7440000), effective January 7, 2022 through July 8, 2022, 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

January 2, 2022

District Office Boardroom
1900 W. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Charlene Tabet
Steve Ferguson
Emily Weisberg
Steve Frintner

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

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Vice President Ferguson called the meeting at 4:04 p.m., and announced that President Tabet would be participating remotely via Zoom Webinar. Ever Huerta, BUSD student, led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Vice President Ferguson directed staff to provide a method for the public to participate in Public Comments virtually [due to the COVID-19 pandemic] for future meetings, acknowledged the presence in the audience of Burbank Mayor Jess Talamantes, and explained the safety protocols in place to protect in-person attendees.

Elizabeth Isabella, parent, urged the District to keep schools open but advocated for the District to better explain aerosol transmission to the school community, for better mask protocols, for better ventilation, and to abandon required lunch shelter gatherings.

Erin McAnoy, parent, said the District should have known this was happening and planned better rather than convening this emergency meeting the day before school resumes. She said she believes that keeping students out of school is more harmful than the pandemic itself and that the answer cannot be to close down schools again.

Max Sinovoi, parent, asked to have the schools remain open for the mental health of District students. He said student suicide is a real threat and that the District has experienced zero deaths from the Omicron variant so far. If students are not in school he feels they may end up at the movies or in restaurants without a mask.

Lana Sinovoi, parent, said she was perplexed as to why the District decided to wait until the Sunday before students return to class to hold an emergency meeting. She said she believes that kids need to be in school.

Taylor Sinovoi, BUSD student, spoke against postponing the start of Spring Semester to January 10 from January 3.

Ashley Sinovoi, BUSD student, spoke against the idea of postponing the start of Spring Semester.

Angela Mathis, parent, said that while the concept of independent study is making her nervous as her student has four AP classes and needs in-person instruction, she said the District is offering families a choice, which is important. She asked how well the COVID "honor system" that families have been asked to participate in is working. She urged the Board to proceed cautiously and not take unnecessary risks with students' health, which needs to come first.

Robert Hammell, BUSD teacher, said that District teachers do not feel it is safe to reopen school in the midst of a surge in the pandemic. The Burbank Teachers Association sent out a survey to members earlier today and, while the number of respondents was low, members who responded were overwhelmingly in favor of delaying the start of Spring Semester due to a variety of factors including student and staff absences, a shortage of substitute teachers, and student health.

Chris Nappi, parent, said he does not believe that delaying the resumption of classes is a good idea. He feels that COVID is here to stay and we need to learn live with it. He says his son suffered due to distance learning and pointed out that families who prefer remote learning still have that choice.

Gregory Broese, parent, advocated for school resuming tomorrow. He said that the LACDPH has not said that schools must close so he feels it is overreach by the School Board to close down schools. He said he feels that the District has misled parents and that while he hears some of the concerns that have been stated, those concerns are not going away in one week.

Ernest Mathis, parent, said he appreciates what the District is doing to try to keep our kids safe. He read aloud a variety of headlines stating that many California schools, colleges, and universities are cancelling events and are delaying reopening so he questions why BUSD would choose to reopen. He feels that children who have travelled during Winter Break are going to come back to class and could potentially infect others as most younger students are not vaccinated. The most important thing right now is to keep students safe. He feels it is better to be safe than sorry and advocates keeping schools closed for one more week.

Kate Spencer, parent, school site council chair, and mom of a child who had COVID-19, said she believes the safety measures the District has in place have worked and that her children are already worried that they will not be able to return to school. Her primary concern in her children's socioemotional health. She said she is disappointed that this meeting was called today considering we have long known about the January 3rd return to school date and have known about Omicron since November. She said that Glendale Unified and Los Angeles Unified provide great access to testing and that Glendale Unified has provided testing for all students throughout the holiday break. She feels that BUSD's provision of testing for tomorrow [1/3] and Tuesday [1/4] is quite frankly insulting. She believes the disparity in some students staying at home and some being given childcare is a massive disservice to the students and their families. She mentioned the email sent out that suggested taking this week off "so we can build greater public confidence around a plan to return" and said she already has little confidence and will lose what little she has left if school does not resume tomorrow.

Debra Wahe, BUSD teacher, said that while she thinks she is probably in the minority, she believes that it is a mistake to delay the return to school and that another week away from class will be extremely

disruptive and detrimental to students. She said staff is ready and doing a great job which is borne out by our case statistics.

Stacy Lieberman, parent, echoed the sentiment that students have lost so much, and said she advocated for classes to resume as scheduled tomorrow with increased safety protocols, including ramping up and increasing testing. She said her son's academic performance plummeted with distance learning and now he is once again thriving.

Diana Abasta, President, Burbank Teachers Association; teacher; and parent of a former BUSD student, was called to speak. She said that Superintendent Hill's email of December 29, 2021, failed to instill confidence in her members that staff and students would be returning to school safely tomorrow morning when testing was not scheduled to begin until tomorrow afternoon. She said that keeping students safe is a constant battle with masking protocols and asked whether the surgical masks the District said they would provide were already at the sites and whether District parents were all able to provide the correct masks with nose wires. The moment she received the email she replied to Superintendent Hill and the Board but did not even receive a response until Saturday [1/1] at 7:00 p.m., which is unacceptable and does not instill confidence. She pointed out the lack of substitutes and the need to provide in-class instruction and Google Classroom lessons for students who are ill or quarantining. She said she is asking for an actionable plan to help instill confidence for the immediate future and looking further ahead including a workplace policies and practices checklist; measures to create distancing where feasible; measures to optimize infection control; communication with employees, students, families, and the public (an area where she feels we have not instilled confidence). She says she does not understand why we didn't have a plan in place, whether case numbers rose or not, and asked whether the District has something in place for February, Spring conferences, and Open House. She believes the District needs to take measures to ensure equitable access to critical services for colleagues who traveled to visit their families during Winter Break but now have nowhere to go to get tested. In closing, she mentioned the District colleagues and their family members who have lost their lives to COVID-19.

Cathy Dore, parent, said the District needs to focus on the anxiety and depression of District students if the start of school is delayed. She is imploring the District to keep the schools open.

Richard Ramos, parent, said he feels that students need to be in school. He said that people have been eligible to receive booster shots since October and if people did not take advantage of that opportunity they cannot now ask the District to delay the resumption of school. He believes the schools need to remain open.

Ever Huerta, BUSD student, said that many students feel anxious about returning to school and that their mental health is suffering. He said many students have expressed to him their frustration over the lack of a plan but said he is grateful that this meeting has been called today. Many students do not wear their masks or do not wear them properly, and that delaying the start of school by one week and extending the school year by one week would provide a good solution.

Roman Yemetz, BUSD student, said many students are worried and scared to come back to school. He said there is currently a lack of testing and physical distancing is not being maintained at the sites. He said there is a petition circulating asking the District to delay the resumption of school citing the fact that both staff and students are at risk because of activities such as group lunchtimes, etc. He advocates keeping schools closed for another week.

Finn Kroll, BUSD student, said he believes that case numbers will increase if students come back to school tomorrow and urged the District to delay the return to school until January 10th.

Tracy Collazos, BUSD teacher, said many teachers would like to see students and staff provide a negative test result before returning to campus. She urged the Board to adopt a later start date, perhaps January 10, if that would provide enough time for students and staff to get tested.

Tracy Sorensen, BUSD employee, said that staff members do not want to return to distance learning, but would like to just have a few more days in order to get more people tested. She knows 10 people who currently have COVID and said that staff just wants to keep everyone safe.

Rob Wasilauski, parent, said that holding this meeting the night before school resumes shows that the District needs to take a few more days to be sure we are doing the right thing. He feels that a negative COVID test should be the minimum bar for students and staff to return to school and work.

Ryan Davila, BUSD student, said that he is concerned with returning to school tomorrow because there currently is no mask mandate outdoors at his school (John Burroughs High School). He said that students do not wear masks regularly during passing periods. He said it is hard to find at-home test kits and many students travelled during Winter Break and will not have an opportunity to test before returning.

Jason Lewis, parent, said he feels that delaying the start of school by a week is not going to accomplish anything. He said that he is willing to volunteer as a substitute teacher if that is what it takes to keep students in class.

M'Lisa MacLaren, BUSD Classified employee, said that the District is assuming that staff, parents, and students have been irresponsible during Winter Break. She said her department, Food Services, will be dramatically affected by a shutdown, both operationally and financially, as they are not funded through the General Fund, but have to make their own money. A return to distance learning means a change in the way we feed students, which requires different foods and considerable planning. She worries about what will happen to employees in her department who work paycheck to paycheck in the event of a closure if they are asked to surrender pay.

Jeannette Elliott, BUSD teacher and BTA union site rep at Monterey High School, said she would like to see the District produce a stringent plan to deal with COVID. She said the case numbers changed very quickly and this is causing concern among some staff and students. She said that teachers are exhausted and are looking to exit the profession. She said she obtained a Master's degree to be a teacher, not a babysitter. She believes there should be consequences for students who do not wear their masks. She would rather delay a few days to get better prepared.

Calibrooke Myers, BUSD student, requested a delay of one week for students to return to school. She said if that delay saves even one life, it is worth it. She said she has a family member currently in the ICU suffering with COVID.

Luke Martinez, BUSD student, said that the last time the District went into Distance Learning it was the week following Spring Break and he is fearful that this delay will turn into the same situation as then. He said the District should have seen this surge coming and obtained a stock of tests to prepare for it, instead of holding a meeting the day before school resumed.

Samantha Wick, community member, said she does not know of one person who is returning to work tomorrow due to COVID. She said the fact that the District is just now holding this meeting is embarrassing and feels the District should do whatever it takes to keep students safe.

Kyle Daou, JBHS student and Vice Chair of the Burbank Student Mental Health Board, said that perhaps two or three days of delay would be better than a week and that this couple of days would give students a chance to get tested. He said that many students struggled with mental health and that the District should consider the potential for increased student suicide rates which might result by keeping the schools closed longer.

2.b Staff Responses

Sharon Cuseo, Assistant Superintendent of Instructional Services, thanked all of the speakers for coming and explained the background to the District's decision process with regard to the resumption of classes in light of the current spike in COVID cases. She said that there was pre-planning, however, the District was waiting on direction from the State and the Governor regarding the question of voluntary vs. mandatory testing. She said the District does take responsibility for the fact that they did not anticipate the low volume of voluntary testing in the community and the shortage of available test kits. She said they did not anticipate that and possibly they could have, but that is why they did not plan for testing during the break. She said that the District feels that resuming classes as planned would be their first choice and the least disruptive and said she agrees with some of what was said today with regard to the question of what will be different the coming Monday versus tomorrow, since we still have to grapple with the after-effects of New Year's and Epiphany [1/6]. The District has followed and will continue to follow guidelines from the Los Angeles County Department of Public Health, such as having proper PPE, masks, etc., which were brought up as legitimate concerns by Ms. Abasta, and that making sure staff has access to that so we can be as safe as we can is important. She said she believes the Board of Education has some difficult decisions ahead of them this evening in light of the comments that have been made here tonight, but reiterated that everyone is trying to make the best decisions possible for everyone involved.

2.c Board Members' Comments and Responses

President Tabet thanked all of the speakers and all of the people who sent emails. She said that during her 9 years on the Board that they have worked to ensure that students get what was best for them educationally and psychologically and says she heard parents talk tonight about the need for their children to be at school and in class. She said she listened to the teachers and the teachers' union leadership say that they are afraid to go back to school and while she is open to hearing that, she pointed out that our on-campus staff members are 100% vaccinated and the least likely to be affected by the Omicron variant. She spoke about the changes to mask guidance. She said she must make her decision based on what is best for the majority so she agrees with Assistant Superintendent Cuseo that the best place for staff and students is in class.

Steve Frintner thanked all of the speakers and said he knows there are a lot of high emotions and strong opinions on both sides of this issue and said that they have received a lot of emails regarding this issue. He said they wanted to give everyone a chance to weigh in and could not have foreseen the increase in cases two weeks ago without a crystal ball. He said that he prefers to wait with the rest of his comments.

Clerk Weisberg thanked all of the speakers and the approximately 200 people who have emailed and said she will eventually respond to everyone. She said she does not feel that being responsive to stakeholders' concerns is being alarmist. She said she is an 8th grade history teacher at a private school which doesn't require testing or vaccination so she is a little freaked out. She said that we all agree that the best place for our students is in school and she has seen the impact firsthand of the pandemic on her students. She said this is about asking ourselves if we have taken enough time to keep people safe. She said we are not talking about distance learning. She would like to see the District take a proactive approach to aggressive testing this week so we can feel confident that we are doing what we need to do keep our kids safe after

two weeks of traveling and parties and hanging out, which not everyone but many did. Whenever there is a holiday, there is a surge. She said she takes responsibility for not being more proactive earlier. She said she would like to take a week to provide people the opportunity to test, which is necessary and important, and that asking people to test after school resumes defeats the purpose as we won't have the results until after we are already back. She is looking forward to talking about better mask enforcement, our ability to provide N95 masks for our students as well as our employees, and the question of whether or not we can provide daily testing next week. She wants to follow up on whether or not we can provide meals and child care if we delay return for a week.

Vice President Ferguson said that the District has met with District Custodians and he met personally with the Superintendent and yet there are still far too many custodial vacancies for them to cover all of the cleaning duties that need to be performed in order to safely reopen school sites. He said that he does not want to return students to remote learning, but when he hears that there was a plan he has to ask what plan includes communicating at 7:00 p.m. on a Sunday evening the day before school resumes. He said he had personally asked for test kits to be sent home for every student back in November and December, but it didn't happen. He said if there was a plan it should have been communicated earlier because now there are more questions than answers. He said he hopes they can arrive at a mutual decision this evening, without deadlocking, and be accountable for the time that we are requesting and his hope is that we would use that time to work collaboratively with the District's labor groups to get key pieces of information to our staff and parent community to help them and equip them to make the best decisions for themselves and their families. He said this is a hard conversation, but we are all neighbors. He said that more than 60% of staff who responded to a survey said that they do not feel ready to return to class. He asked if we want professionals who are already taxed operating with even less information.

3. NEW AND/OR UNFINISHED BUSINESS

3.a Motion that an emergency situation exists in accordance with Government Code Section 54956.5, as determined by a majority of the members of the Board of Education. An emergency is defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both.

That the Board of Education consider approving a motion that an emergency situation exists in accordance with Government Code Section 54956.5, as determined by a majority of the members of the Board of Education. An emergency is defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both.

It was moved by Steve Frintner, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried 3-1 with the following roll-call vote: AYES – Ferguson, Weisberg, and Frintner; NO – Tabet.

Board Members discussed that this Motion is simply acknowledging that an emergency exists, which is the rationale for holding the meeting. President Tabet said that she voted no with regard to holding this meeting as she has seen that the case numbers are actually down from where they were in mid-December, so she said she is assuming that she would need to vote NO now, as well.

3.b Approval of Emergency Measures Regarding a Safe Return to School

That the Board of Education discuss the pros and cons of starting the Spring Semester on January 3, 2022 or January 10, 2022, and then vote on a start date and other measures needed to be implemented.

President Tabet said that several CSEA employees had contacted her and she believes that if the District shuts down classrooms for a week that the entire District should be shut down as she feels if it is not safe for students to return then it is not safe for staff to return, including food services workers, child care staff, etc. She said she reluctantly must confront the fiscal reality of shutting down as part of her job is to protect the budget, so to potentially avoid cost consequences she suggested that if this week of in-person learning is lost that perhaps Spring Break could be used as a swap so that students could make up the classroom time when the COVID outlook might be better.

Member Frintner said he understands why many people are afraid of COVID and that he understands the stress that teachers and all District staff have been operating under. He explained that some of the guidance that local Districts was provided was not received until the evening of January 31st. He said he feels that if vaccinations are not made mandatory for students that testing won't have as much effect. Under the new guidelines mask wearing will be mandatory outdoors and during passing periods. He said that if they push back the start of school he is afraid that many people will not use the time to get tested or change their behavior. He said he is concerned with the problem of staff shortages and asked Assistant Superintendent Cuseo or Niemann to speak more about that.

Clerk Weisberg asked how long it would take to test the all students and all staff. Assistant Superintendent Kukta said that services are in high demand right now and that approximately 250-350 tests can be administered an hour, but she cautions that each test only provides a snapshot in time. She also said that the District is expecting to receive enough test kits tomorrow to send a two-test kit home for each K-12 student, and that approximately 7,000 students and 900 staff members have registered to be tested early next week at the District's testing clinics. Clerk Weisberg urged families to practice safety by not going to the movies, sporting events, or large group gatherings, and asked what it would take to make testing mandatory. Vice President Ferguson said that would likely involve the Board passing another resolution at another Emergency Board Meeting. She asked what measures could be taken to enforce compliance with masking and Assistant Superintendent Cuseo indicated that staff were currently discussing various measures the District could take such as removal from class. She also asked about what can be done with regard to child care and families experiencing food insecurity and if there is any possibility that the State would honor a “hold harmless” agreement to help districts financially.

Member Frintner asked what plan is in place to deal with potential staffing shortages. Assistant Superintendent Niemann indicated that, as of this moment, there were 7 teachers, 1 CC teacher, and 19 classified staff members whose positions are currently not covered for tomorrow, but that she has District Office staff who could be deployed to take their places. Vice President Ferguson asked how many employees had called in indicating they will be absent tomorrow and Ms. Niemann indicated that number to be 87, but said that coming out of a holiday period there is normally an upward spike in absenteeism.

Vice President Ferguson said much of the work the District has been doing recently is with regard to equity and he is mindful of that with this evening’s decision citing, for example, immunocompromised students who, despite being vaccinated, may not have the option to return to class. He reiterated his frustration that more custodians and substitute custodians have not been hired and said he would like a status update. Dr. Niemann responded that we currently have one custodial opening and that the problem is the day-to-day call-out rate and the fact that the substitute custodians' pay is bound and the District cannot increase it like they did for the substitute teachers. Vice President Ferguson said that a delay would enable temperatures to deescalate and more provisions to be put in place with regard to safety protocols

and enforcement of those protocols. He said a delay would give the District two days to meet with labor groups who will have to enforce these measures and three days for outreach to parents. He said that this would provide time for parents to ask questions, for staff to resume measures such as social distancing and develop a mask enforcement policy, for principals and the District to hold town hall meetings, and for communications to be sent home in multiple languages. He thinks getting to mandatory testing will involve two to three weeks to implement at minimum, so perhaps could be deployed by March 1. He thinks we could use a week to breathe to promote confidence among site staff and said if there is a middle ground he is open to it because approximately half of the school community is really terrified of school tomorrow.

President Tabet said she disagreed with many of Vice President Ferguson's points and said we have just heard from 32 speakers of whom she estimates that 20 were parents who wanted to get their children back into school and 9 were staff members who felt we needed more time. She said that while she agrees with Vice President Ferguson's thoughts and ideas about putting more aggressive plans in place, she does not believe that students need to be out of school in order for staff to implement the needed measures to keep people safe. She thinks it may be the case that the 7,000 students who signed up for testing are likely the same kinds of people who followed the safety protocols to begin with and she is not sure it is possible in that one week to get people who were resistant to vaccination and mask wearing to change their behavior. She questions what will happen a week from now when we are in the same exact spot. Staff members will get an extra week to relax and regroup and plan, but if they knew they were going back to school tomorrow that should have already taken place. She is not sure we need to spend an additional $2.9 million to give them more time to do a job they should have already been planning to do.

Clerk Weisberg said she anticipates increased student and staff absences next week and pointed out that when students are absent the teachers' work increases [by needing to provide classes both in-person and online] and we already have a shortage of substitutes.

Member Frintner said if we are talking about testing mandates for students in March he questions how waiting a week to resume classes now will take care of that issue which will not be addressed until March. On the subject of child care, he wonders if it is not safe enough to return to school how is it safe enough for our employees to provide child care. He questioned Vice President Ferguson's assertion that half of the school population is scared to return to school tomorrow. He said that might be true, as is his assertion that there is a lack of faith and confidence in the District, but says he feels like whichever way they decide tonight there is going to be a loss of faith and confidence in the operations of the District.

Vice President Ferguson suggested an alternate plan of delaying the return at least a couple of days to begin work on a student testing protocol and to create a hard list of things that need to be effectuated before the end of next week. He said we have a lot of work to do together to build back confidence. He said we need to call a Special Board Meeting for Friday to ensure that these measures are being put into place and that we work with labor groups to identify policies for in-class mask wearing, which needs to be done before the end of the week. Clerk Weisberg asked that the suggested Friday meeting be incorporated into the currently planned Saturday session and the Board Members agreed to that approach. Vice President Ferguson said he believes that the District should be working towards fast-tracking testing and booster mandates. He said he is frustrated that District messages are not being posted to Facebook and said that for every email sent out by the District he wants to see a Facebook post and that the level of communication needs to double. He would like the District's Executive Cabinet to develop a plan by Friday [1/7] as to how they are going to instill confidence in working with principals and site leadership and faculty chairs. He said he is getting feedback that people do not feel heard and that if they do speak up, they will be retaliated against. He said we need to create safe spaces for employees to voluntarily talk about their experience. He also wants fast-tracking of identification of potential testing strategies, fast-

tracking of employee booster implementation, hopefully by April. He said his main choice is to vote no, but he feels this is at least a pathway forward.

Clerk Weisberg said her first choice would be to delay returning to class, but that it does not sound like that is feasible. She said supports to ensure mask wearing need to be developed and put into place. She also wants to ensure that all communications are translated in Spanish and Armenian. She asked what supports are in place for student and staff mental health and asked staff if they could determine whether additional testing beyond Monday and Tuesday can be organized.

Clerk Weisberg said that she feels this is a great time to work towards a student council committee to get input from our student stakeholders and more directly communicate with students.

Member Frintner asked if the District is still considering contracting out for custodial substitutes to help alleviate the shortages and Ms. Kukta said they were still looking into that. Vice President Ferguson said if that is done, he would like it to be done on a temporary basis only.

President Tabet says that we are going to need a lot of time next month to get through all of that and this puts a lot on the plates of already overloaded District staff so she thanked staff for their work to help implement the Board's directives.

Vice President Ferguson said he would like each site principal to send out an email with contact information for complaints, comments, suggestions, etc., and he would like a District contact list developed as well that contains auto-responders.

President Tabet said it's 7:45 p.m. and we have a motion on the floor and we need to communicate to people what we have decided. Member Frintner suggested amending the Motion that we will open on January 3rd with the measures requested by the Board to be implemented by the end of this week. Vice President Ferguson suggested that he work with President Tabet and staff to write and send out an email to parents and staff summarizing what was decided this evening.

Approval of Emergency Measures Regarding a Safe Return to School.pdf (OF 29,193)

It was moved by Steve Frintner, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried 3-1 with the following roll-call vote: AYES – Tabet, Ferguson, and Frintner; NO – Weisberg.

4) ADJOURNMENT

The meeting was adjourned at 7:46 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

2/3/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

January 8, 2022

District Office Boardroom
1900 W. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Charlene Tabet
Steve Ferguson
Emily Weisberg
Steve Frintner

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

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

President Tabet called the meeting to order at 9:04 a.m. Ever Huerta, JBHS student, led the Pledge of Allegiance. Board President Tabet read the following statement: *The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. The meeting can be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/ boemeetings and explained the instructions for virtual public speakers who wished to address the Board.*

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications on Agenda Items

Joel Schlossman, parent, thanked staff for bringing the handicapped parking spot into compliance. He thanked President Tabet for not reading out the Native American lands acknowledgment today as he is not here for a history lesson or someone's political agenda and the way they lean. He said that he doubted that anyone would be deeding their house back to the Indians and asked that we remove that sentence from future meetings. He said he thinks that allowing virtual public comments is important at every meeting. He said he is glad to see that there is an item on today's agenda during which an attorney will speak to the Board Members about the Brown Act [NB: this item was tabled due to time and will be rescheduled]. He said he believes the Board violated the Brown Act by talking about and agreeing to add their pronouns to their nameplates. While he believes this will only involve a small cost of several hundred dollars, they discussed it and decided to move forward without publicizing it which he says is a violation of the Brown Act, as was talking about it when it was not on the agenda.

Joshua Watts, BUSD teacher and parent, said that he feels the last-minute and reactionary measures to the pandemic are unacceptable. He thanked Vice President Ferguson for trying to lead the charge to implement more proactive measures and lamented that more people did not share his view. He said putting people's health first would build trust.

Rob Wasilauski, parent, cited the record-setting new COVID case numbers in Los Angeles County. He said numbers are also rising in the District. He said that the current measures the District is taking are not enough and feels that mandatory weekly testing for staff and students should be done. He pointed that the District restrooms have not been as clean as in the past and acknowledged that this may be due to the current staff shortage.

Dorothy Hernandez, BUSD teacher, said she was speaking on behalf of herself and some of her fellow teachers at her site: Robyn Roberts, Martha Gray, Theresa White, Sue Smith, Nancy Petersen, Barbara Kim, and John Michaels, who have a combined total of 200 years of service to BUSD. She asked for teamwork and the ability for future meetings to be conducted without insults aimed at teachers. She implored Board Members, the Superintendent, and Assistant Superintendents to visit school sites, and not just for 15 minutes but to see firsthand what is happening in their classrooms and at their schools. LAUSD logically postponed resuming classes until students were tested. She thanked the District for the improvement in measures, but pointed out that more is needed. She asked for weekly testing to be brought back to the school sites. She said communication around COVID protocols needs to be clearly and regularly sent to District staff and families. She urged senior staff to reach out to teachers and principals and really listen to them. She cautioned that the procedures at the high schools, where many students are vaccinated, are very different from those at the elementary sites; at her site they recently had to quarantine more than 50 students after the test kits went home. She said that actions speak louder than words and she suggested Board Members and senior staff become more involved with the community, rather than just speaking about it.

Peggy Barta, BUSD employee, said that booster shots should be optional and staff should be allowed to test instead. She said if the booster mandate is put in place employees would be forced to choose between getting the booster shot and making a living. The booster may prevent hospitalization, but she believes that taking it should be the person's individual choice.

John Petrie, BUSD employee, said that some very unkind comments were made about our law enforcement officers and paramedics at a CSEA Zoom Meeting about how unvaccinated police and fire staff "would kill our kids." He felt those comments were extremely offensive. He said he believes that the COVID vaccination is nothing more than a flu shot and feels that vaccinations have been proven not to work and thus it should be his choice to live or die. He said that no one really cared about his department and sat at home while they all worked. Spouses of employees died and he said Facilities workers are essential workers who do not feel respected.

Emily Hunter, BUSD teacher, said that Superintendent Hill's video message and email saying the District wants to support employees was nice, but it is too little, too late. She thanked the Board Members who kept an open mind and tried to listen to staff members' comments. She said there are large numbers of students absent from her class and site, and while she does not want to see distance learning return, she believes the District ignored the glaring signs that we were not ready to open safely. She said that the first positive student case at her school occurred in the classroom of a teacher who is 37 weeks pregnant who began feeling unwell and was admitted to hospital where she also tested positive for COVID. She asked the District to consider the real-world implications of the decisions they make.

Angela Mathis, parent, said that the comments about teachers seeking more leisure time at the last meeting were embarrassing and inappropriate. She said that compassion has a zero price tag and she encouraged staff and Board Members to exhibit professionalism. She said she feels filming should be suspended at sites during class time at the current time due to the surge in COVID cases. She said that she still has questions regarding independent study versus virtual classroom access for quarantining students and said that instructional methods need to be equitable.

Max Sinovoi, parent, thanked the Board for keeping schools open this week and pointed out that there have been zero deaths from the Omicron variant. He said the District lost more than 40 talented teachers and staff members with the last mandate and he is worried that if the Board passes further mandates that the District will lose even more staff members. He said he feels the vaccine is only one component of safety and he would like to see lecturers in the District speak about the importance of sunshine and vitamins in supporting people's natural immune systems. He said that he feels the recent directive from Dr. Barbara Ferrar to wear masks outside was a mistake as he believes that the chance of COVID being transmitted in outside settings is infinitesimal.

Konstantine Anthony, Vice Mayor of Burbank and District parent, thanked the Board and District staff for the work they have been doing on COVID. He said that the City of Burbank Fire Department has been very proactive and stands ready to support BUSD. He said that the City is now requiring all City of Burbank Police Officers to be vaccinated so he hopes that will alleviate some of the safety concerns surrounding that. He said he and Member Aghakhanian are the only two elected officials in Burbank who have students at BUSD and that he entrusts the five Board Members to keep his son safe. He said he kept his son home this week as he felt that was the safer choice. He thanked the Board for including the Indigenous Land Acknowledgement at the beginning of each of our meetings and hopes that the City Council will follow suit.

Faith Bond-Wyatt, parent, said she hears a lot of fear out there. She read passages from a South African doctor who allegedly discovered the Omicron variant and believes that the hype surrounding COVID is not borne out by the facts. She said that she receives communications from Student Services telling parents not to send ill children to school, but feels this advice is unnecessary as parents already keep their kids home when they are sick. She does not feel that students should be required to take weekly tests.

John Uribe, BUSD employee and parent, said he is thankful that Superintendent Hill and newly-elected CSEA President, Laura Bauman, have been proactive in trying to fix the custodial staffing shortage and he discussed some of the issues facing these employees. He said that he does not believe that mandating the booster is going to be effective, but said he does believe more testing will help. He doesn't believe that communications being posted on social media should be a priority, rather the focus should be on increasing robocalls because nearly everyone has a phone. He said he often gets information from principals and students before he gets it from the District. He said that Facilities employees have been reprimanded recently for working outside without masks, but suggested that senior staff consider the difficulty in doing hard labor while wearing a mask.

Della Paige, BUSD employee, said she was speaking on behalf of the custodians. She said she feels that the custodial staff has been working since the beginning of the pandemic and thinks that custodial staff has been put on the back burner in terms of raises. She says that the night custodial staff has to do even more work to disinfect for COVID, counteract the damage created by the student Tik Tok challenges, and deal with unresolved maintenance/plumbing issues, etc. In addition, she said that she and her fellow custodial workers are not adequately informed about COVID case rates. She said she is going to have to work until she is 60 or 70 years old in order to retire and asked the District to please give them the respect and pay they deserve, not just 12 cents more an hour.

Ever Huerta, JBHS student, said he was speaking as a representative of the JBHS student body. He said he felt some of President Tabet's with regard to teachers and students were disrespectful. He said that many students were not wearing their masks at school this week and that the teachers are not enforcing this because they do not have appropriate support from the District. He said that many students took the week off and that there is a lot of fear and anxiety at the school sites. He thanked our Facilities

Department staff for all the work they are doing to support our schools and keep students safe. He said students have questions about whether the District can mandate student testing and vaccinations.

Sarah Niemann, Assistant Superintendent of Human Resources, introduced the virtual speakers.

Alexandra Helfrich, community member, asked the District to exhibit compassion towards all District families and to ensure educational equity. She said approximately one-quarter of caregivers kept their children home this week because by sending a student to school without full confidence in COVID safety measures, parents may be putting other household members at risk. With at least 274 BUSD positive tests recorded and community and at-home positivity test rates at record-breaking highs, the possibility of school site transmission grows exponentially each day. She asked that proper mask and sanitation protocols be modeled and encouraged staff to reach out to local entertainment companies to learn best practices. She said she was disappointed not to see antibacterial wipes being used to wipe down the microphone and desk between speakers.

Ryan Chaddick, local pastor, admonished a previous speaker for decrying the practice of using pronouns and acknowledging Native American lands. He asked why BUSD cannot go farther than Los Angeles County guidelines in protecting students and staff from COVID. He asked what would happen in the event of teacher shortages and asked about the ramifications of students spreading COVID. Why aren't students also being asked to wear medical-grade masks? What harm would have been done by extending Winter Break? He asked the Board and senior staff to consider what collective care looks like, to work towards equitable pay for all District employees, and in closing said he wished for love and peace.

Kel Fox, parent, thanked staff for their work. As a hospital worker she appreciates the current difficulties staff is operating under. She said the one problem she is seeing is a lack of support for teachers to enforce mask wearing. If the District can enforce dress codes, they should be able to enforce proper masking. She said that every method of communication (calls, emails, text messages, social media, etc.) should be utilized because people do not always have time to constantly check their email.

Romani Luga, medical professional, spoke about the recent rise in COVID case numbers, which he expects to increase further after students return from Armenian Christmas. He said that it is a misconception to say that Omicron presents as a mild illness. He suggested the District consider returning to remote instruction for a while and said his own children are fearful because other students are not wearing their masks. He said his son sent him a photograph of approximately 200 Burbank High School students not wearing their masks and said that instead many BHS students are making fun of the practice of mask wearing. He said vaccines and boosters do work.

Steven Gorman, parent, advocated for the use of N95 masks, which he says cost less than $1.00 per unit when purchased in bulk, for students as well as staff. He said that due to the current 10% positivity rate at BUSD schools, we cannot keep our students safe and he said if the Board has a plan to protect people, he would like to hear it. For now, he said he would like the focus to be on upgraded masks and regular testing. Omicron is nearly as contagious as measles and he feels we need to "up our game."

Kate Sergeant Curtis, parent, spoke in support of mandatory student testing and wished this had been enacted previously. She feels this measure is needed to protect everyone as the "honor system" is failing us. She said at a recent school site meeting with her child's principal it was revealed that out of 419 students only 193 parents had uploaded their child's COVID test results, which she feels is leaving way too much up to chance. She asked the Board how they planned to spend the remaining $5 million in COVID relief funds that she read about in the *Burbank Leader*. She said that despite our budget woes, that money should be used now to provide increased protection from COVID. She said she wanted to

correct some startling misinformation in a comment made by a Board Member at the previous meeting who said that cases are declining; she pointed out that they are increasing. In contradiction to a comment made by a previous speaker, she said that the first death from Omicron has indeed been recorded. She cited a CDC report that showed children with COVID were 2.6 times more likely to be diagnosed with diabetes over 30 days post-infection. She said in order to protect immunocompromised family members she believes the District will tell her to switch to Independent Study, but as a single mother who works full time that is not a viable option for her. It is one hour of Zoom distance learning the entire day but who is teaching her daughter the rest of the time? She asks why her daughter should be forced to stay at home and risk falling behind so that other parents who refuse to have their children tested can send theirs to school. She feels that these parents should be forced to keep their children at home. She said she is going to make it her mission to see that anyone who does not have her child's best interest at heart is not reelected to their position.

Jessica O'Keefe, parent, said we need emails, phone calls, and social media to inform parents about meetings and how they get involved. She said we need vaccinations and mandatory, weekly testing. She said the transmissibility of Omicron has been understated and underestimated. She said that children under the age of 5 are at risk of hospitalization and death and that Orange County reported its first pediatric death from Omicron in a child under the age of 5. She urged the Board and senior staff to act now and get creative. LAUSD and Burbank Parks and Recreation postponed reopening for a week to keep people safe. She believes our staff and students are at risk and conversations about money and delaying proactive measures are short-sighted. Medical-grade masks, better screening, and proof of a negative test post-weekend should all be implemented. She says we need a new plan.

Shiva Shprits, parent, said that our children are suffering from COVID safety protocols such as vaccinations, mask mandates, and lockdowns, which are not working but are putting students' mental health at risk. She said she is not anti-vaccine and she and her children have had their COVID vaccinations, however, mandating boosters is unethical and we all know vaccinated people who have become infected. She believes that those who are dying from COVID are suffering from comorbidities.

Amalia Hernandez, parent and BUSD speech language pathologist, said she we have been living with COVID for two years and the District should have had a plan to address the return to school after Winter Break. She said instead the decisions made have been reactionary. She believes that proof of a negative test should have been made mandatory for all students and staff as a condition of returning to school. She said it was unconscionable for students and staff to be sent back to school without proof of a negative COVID test. She said the Special Education student population that she works with has particular needs: many are unmasked and cannot socially distance and that the District needs to take their needs more seriously. She asks why daily temperature checks have been suspended. She is asking the Board to immediately take the following five actions: daily health screenings at the gate before entering campus, mandatory weekly testing of students and staff at each school site, mandatory masking for all students and staff, clear and explicit guidelines and support for our neuro-diverse students who may not tolerate masking or social distancing, and clear and explicit guidelines for Special Education staff who cross classrooms and work with our most vulnerable students.

Jennifer Reynoso, parent, said she was appalled by some of the actions and comments by the Board President at the previous meeting. She said she is glad that the District is stepping up to provide testing clinics and believes that more vaccination clinics should also be provided. She said that her student's school, Thomas Edison Elementary School, needs to address the protocols in place in the District's lunch shelter.

Leila Forouzan, parent, asked the District to make virtual public comments permanent at future meetings. She asked the District to please put better safety procedures in place to keep students and staff safe and said that the District is not providing enough information about case rates for parents to be well informed. She asks how we are providing less protection to our students than to movie-goers who are required to provide proof of vaccination in order to watch a film. She urged more action.

Amruta Shanbhag-Reynolds, parent, asked the Board to consider the needs of immunocompromised individuals and those who are not old enough to be vaccinated. She does not understand why there was pushback against the need for mandatory testing as a condition of returning to school after Winter Break. She said that she is not asking for school closures, but rather that the District develop a real plan for providing education and informing parents about their choices concerning the educational methods available. She urged weekly testing and masking mandates. She said the community was still waiting for an apology from Board President Tabet for some of the comments she made at the previous meeting.

Melinda Amato, parent, said she is embarrassed that weekly testing has not been implemented in the Burbank Unified School District. Keeping our students, families, and staff safe is critical. She said that some medical professionals have cited studies showing that some children who are diagnosed with COVID are at a higher risk for diabetes and long-term health effects.

Joel Frost-Tift, future BUSD parent, urged the Board to adopt a similar testing protocol as that implemented by LAUSD, which he feels has been shown to provide increased protection. Testing would help alleviate staffing shortages and help catch cases and enable isolation, which will reduce spread. Universal masking for students and staff indoors must be implemented and he encouraged the District to provide N95 masks to all students and to implement student vaccination mandates.

Marilyn Loyd, parent and recently-hired BUSD substitute teacher, thanked the District for setting up testing sites and enforcing mask wearing for students and staff. She said she advocated for clear communication and said that the District was not prepared for the return to school after Winter Break. She said she and her husband made the decision to keep their daughter home from school this past week and felt guilty that she could not work as a substitute teacher but made the decision that she needed to be home with her own child. She said the District needs to have a clear and consistent plan in place to deal with COVID before Spring Break.

Regina Ainsworth, parent, thanked the District for acknowledging Native American lands. She said after consulting with other District families, many parents do not feel that it was safe to return their students to school. She said this parent group started a petition (numbering 598 families as of today's date) asking the District to implement mandated testing—perhaps even daily rather than weekly—and masking. She said that vaccinations do work.

Paula Trubisky, parent, thanked District staff for their work and acknowledged how helpful it was for her family to participate in dual-enrollment (classroom instruction/ILA) to protect an immunocompromised family member. She asked the District to provide more information: is there an ability to perform rapid contact tracing at sites? When is contact tracing being done? What can be done to inform parents and students about close contacts more quickly? What responsibilities does Stacy Cashman (the District's Safety Compliance Officer) have with regard to reporting COVID statistics? She would like to see the District establish a COVID Compliance Safety person at each site to save the time of nurses and principals. In the event of an emergency such as an active shooter or earthquake, she asks if children would be safe. Given the current staff shortages she worries about her child's safety. She is looking forward to receiving answers to these questions.

Karen Herrera, parent, urged the District to provide the custodial staff with up-to-date case information and adequate compensation as they are essential workers. She recommends that cloth masks, which have been found to be ineffective, should no longer be allowed and N95 grade masks should become the new standard. She said she is sure families would help purchase them. Consequences for not wearing masks should be strengthened. She feels violators should be sent home after one warning rather than putting them at risk. All students and faculty should be tested weekly on a mandatory basis at the beginning of a school day.

David Kronmiller, parent, thanked the District and expressed his appreciation for his child's school (Bret Harte Elementary School), their staff, and their principal. He said he is disappointed in the District's recent decision not to postpone the return to school after Winter Break. He said that he has an immunocompromised family member living with his family and that he does not feel it is safe for students to be back in class. He urges the District to adopt mandatory testing and flexible learning methods and said that the school community needs leadership and advocacy.

Adriana Demeter, parent, said now is the time for action and said she feels that the independent study method is not a great model for student learning and she that the masking requirements are not stringent enough. She believes handwashing stations need to be provided for students and that lunch shelter arrangements need to be revisited. She also feels that a video for students on masking and hand hygiene would be very helpful. She says that we need to show our teachers and staff members more appreciation.

Gina Boulais, BUSD teacher, supports mandatory testing (especially to protect those students who cannot wear a mask) and believes that lunchtime could be safer if serving hours were expanded and the cafeteria workers compensated for the extra hours. She would like the District to examine lunch protocols on rainy days when students eat inside without masks. She feels there is no plan in place for the inevitable rainy days ahead.

Brenda Martino, parent, asked the District to implement a proactive COVID contingency plan in light of the recent surge including mandatory testing, especially after breaks. She would like the District to review student seating arrangements, consider leaving hallways open so students can wash their hands, improve mask enforcement measures, and work to improve lunchtime arrangements.

Ricky Sanchez, BUSD student, said he was speaking on behalf of many students and urged the Board to reconsider postponing the return to school as many students are scared to be in class, students are not wearing their masks, there is a lack of mask wearing enforcement, schools are understaffed, counselors are now covering classrooms and are thus unavailable to provide counseling services to students, and that there is no social distancing being put in place at COVID testing sites. He says he feels it is embarrassing that students are too frightened to go to school and that the District is putting wealth over health. He suggested taking a week or two off from school so that better mitigation methods can be implemented. He thinks the situation is getting out of hand and that the schools need to be closed in order to keep students safe.

Yelena Wheeler, parent, asked to make testing mandatory and said her family has made the decision to stay out of class until safety protocols have been improved. She asked that better quality masks be provided, especially for families who cannot afford to buy them for themselves. She urged the Board to find the money and do the right thing.

James Reid, JBHS student, said that mandatory testing should be implemented and cited the extremely high absenteeism rate among his student peers. He said that he returned to school this week, but did not feel safe, and many of his classmates indicated to him that they also did not feel safe returning to class.

He said we cannot afford to keep bickering and running in circles but instead must instead act now to protect students and staff.

Amber Young, BUSD teacher, said she chose the teaching profession with her whole heart, but currently has one foot out the door. She said she does not know how to concentrate on content over care and feels ill-equipped to provide the socioemotional support her students need. She said that teachers should not feel guilty for taking time off and said she is burnt out. Some of her ideas include having therapists at each school site to help staff members, requiring surgical or N95 masks for all students citing the improved protection achieved by both people wearing N95 masks, requiring mandatory weekly testing, increasing teacher prep time, and allowing ample COVID leave.

Hank Schmidt, BUSD teacher, thanked his administrative team at Burbank High School for their support. He said that while the apology and appreciation videos sent out by Superintendent Hill and Board President Tabet were a good start, they were not enough. He said that recently a large group of students coughed on a teacher who was trying to enforce mask wearing and he feels that teachers should be better supported in their attempts to enforce proper mask wearing. He said that students do not feel that they are being listened to. He thanked our custodians for their hard work, but thinks that sanitation measures are falling short due to the staffing shortage. He commented on the lack of proper contact tracing at his site. He asked about the provision of Chromebooks and the expense of providing them, and questions the wisdom of the decisions made around them when virtual learning is no longer being spoken about. He admonished the Board President for her comments at the previous meeting which he felt were unprofessional and disrespectful to both students and teachers.

Val Sarkissian, parent, said she was grateful for the opportunity to speak virtually. She said the previous meeting was a huge mess and instilled no confidence. She feels that BUSD is unprepared for any huge issue that comes the District's way and cited the recent social media scare that mainly affected Burbank High School when the threat was actually against a school in Texas. She said if the resumption of classes was postponed to January 10, it would have merely allow people to continue gathering and we would still be in the same position. She said the District should have mandated a negative test on 1/3/22 and allowed only those students who tested negative to return to class. She said parents are angry about the complete lack of organization and response to the return to school and said even parents with opposing views can agree it was a disaster. She urged the District to be thinking ahead about Spring Break and have plans in place. She said we took away people's livelihoods by forcing them to get vaccinated and feels that outdoor masking is utter nonsense as outdoor COVID transmission is extremely rare. She questioned the expenditure of District COVID funding and asked if this information is posted on the District's website. She suggested the District form a diverse parent group made up of people with opposing views in an effort to develop better solutions.

Tyler Starrine, parent, thanked the Board and staff for their work in this challenging time and said she kept her son at home due to safety concerns and questioned the receipt of a truancy letter from her son's school after Superintendent Hill indicated that absences during this time would not be penalized. She asked that the District consider family needs such as afterschool care.

Diana Abasta, BUSD teacher and President of the Burbank Teachers Association, compared returning to school to sending a canary into a coalmine, ill prepared with PPE safety equipment that was not waiting for staff at the sites after Winter Break, and despite BTA urging Superintendent Hill and the Board of Education to take more proactive action. She said that at the meeting held on Sunday, January 2, 2022, it was apparent that Board Members failed to read the many emails they received from District teachers. She emailed Superintendent Hill and the Board on December 29, 2021, after the Superintendent's message sent through school email created a storm of fear, disbelief, and uncertainty. She said they asked

for an emergency or Town Hall meeting as soon as possible in order to address the return to school in light of the recent spike in COVID cases, but said it was evident that President Tabet had no desire to have a meeting but instead would follow Superintendent Hill's direction and not even acknowledge that other Board Members felt the need to convene a meeting. She feels President Tabet and Member Frintner justified their decisions by using the L.A. County Department of Public Health guidelines, but said that individual districts still have the power to implement their own measures. She said only Vice President Ferguson and Clerk Weisberg appeared to listen to their concerns, and said it was not about closing schools but rather about having a safer return to class after Winter Break.

Arno Dionysian, BUSD student and representative of the Burbank Student Union, said he is disappointed that the Emergency Meeting held on January 2, 2022, resulted in a week's delay before calling today's meeting rather than the urgency that was called for. He said that the Board and senior staff knew about the problems occurring at the sites and failed to act. He said that only having four Board Members present at the last meeting made reaching a majority decision much more difficult. He cited the 10% student and 11% staff positivity rates at Burbank High School, suggested that implementing increased testing now is ineffective because the spread of COVID on BUSD campuses is too far advanced, and encouraged the Board to consider adding on-site vaccination clinics.

Ava Moore, BUSD student, said there were hardly any students in her classes last week and thinks that having so many students absent and/or out sick is hurting her mental health; she feels that the damage being done is worse than if we had taken the week off. She said that mask protocols must be enforced and strengthened, asked if N95 masks could be provided for students, and asked the District to please bring back contact tracing, which she has heard is not being done or is not being done properly or accurately. Seating charts at her site have not been turned in to the school nurse and, instead, students are finding out about positive cases from other students. She feels health is more important than money.

2.b Staff Responses

Superintendent Hill said we are in a new phase of the pandemic and said he would hold some of his comments for the Study Session. He suggested that more education around boosting and masking protocols be provided and said that the District is exploring the purchase of N95 masks for students and said if people are able to donate them please do so. He encouraged people to continue offering their ideas and feedback. He explained that the District no longer has the flexibility legislatively to close down classrooms or schools and flip to hybrid or virtual learning. There are two ways to close a classroom or close a school: (1) if there is an outbreak in a classroom, which is usually considered three or more cases that are connected, meaning we move into that short-term independent study model, and (2) if there is a staff shortage, but he clarified that all employees who have the ability and meet the requirements to teach must be deployed to the classroom before a closure can occur due to a staff shortage. He thanked the employees who spoke today and feels that dialogue will help them think about how they work together. He said that honoring Native American lands is important to this District and stressed the importance of respecting our undocumented colleagues and community members and not demonizing them. He said that the Board Members and senior staff have been visiting school sites. He said he will work with staff to clarify quarantining protocols. He also clarified remarks in his recent video and said that anyone who tests positive, whether vaccinated or unvaccinated, must stay home. But if you are a close contact and are fully vaccinated or fully boosted and have no symptoms you do not have to stay home. He thanked Vice Mayor Anthony for his offer for the City of Burbank to partner with the District. He urged anyone in the community who has KN95/N95 masks, testing kits, or the ability to provide testing at our sites to please contact Assistant Superintendent Debbie Kukta and partner with the District to provide those. He said the District would continue to work with our custodial staff to address their concerns. He clarified the comments made today regarding a $5 million budget surplus and said that the District has to set up its

own testing and vaccination clinics rather than the State of California simply providing them, which puts an undue burden on the District, which is facing a fiscal cliff. He explained that last week's and next week's student absences will be excused. The County has advised that contact tracing no longer needs to be done because the assumption is that people are coming in contact with positive individuals but are proactively engaging in protective measures such as vaccinating, masking, and quarantining when they test positive. COVID budgeting has been reviewed at previous meetings and he said he would ensure that this information is posted on the District's website. An investigation would be conducted regarding the allegation that students deliberated coughed on a member of the Burbank High School staff and, if true, will result in immediate disciplinary action. He explained the various study models and said future communications would present this information clearly. The bottom line is we have plans in place but those plans have to change in a rapidly-changing situation. He said we cannot depend on once weekly testing but instead what matters most is every single action we take every single day. He urged people to take every safety precaution they can to keep each other safe. Every single student currently has a test kit in their possession so there is no excuse for anyone to show up at school without being testing. He emphasized that BUSD employees do these jobs because we love education and love kids.

2.c Board Members' Responses

Member Frintner thanked all of the speakers and said that he would try to win people's trust and belief and said he knows how hard everyone in the District is working. He said since the beginning of the pandemic that public health advice standards have been changing. He said that he recently visited Providencia Elementary School and they have implemented increased safety measures during lunchtime, which seem to be working well.

Member Aghakhanian said that illegal people are also human beings. He asked why we cannot deploy "COVID Officers" (for example, students or parents) to help with safety protocol enforcement. He said that if you see someone without a mask, walk up to them and tell them to put one on. He said that we need to provide hand sanitizer and wipes at all of our meetings. He asked everyone to be understanding and compassionate, and said that the District provided Chromebooks because many families cannot afford them.

Clerk Weisberg thanked all of the speakers and people who took time to email the Board Members. She addressed the comments made about the Native American land acknowledgment text and said she worked really hard to have it put on their meeting agendas and explained why it is important. She countered the comments of the speaker who said that undocumented individuals do not contribute to society. She acknowledged the Facilities Department staff members who came to the meeting today and said she believes the best way to show our employees that they are valued is by keeping them safe. She asked about the feasibility of recording classroom lessons. She said she loves the idea of robocalls, but text messages can prove difficult because cell numbers frequently change. She asked if any disciplinary measures could be put in place if it is discovered that students are selling COVID tests. She said that the comments made about students with special needs resonated with her. She acknowledged the students who spoke today and thanked them for their comments. She asked if contact tracing could be conducted for students who are too young to be vaccinated and Superintendent Hill clarified the procedures around that. She questions if what happened this week was learning and instruction. She said it felt like they were playing catch-up and that a lot of what occurred this week seemed to be more like babysitting than educating, which is not our main purpose. She encouraged people in the school community to continue reaching out to them.

Vice President Ferguson thanked all of the speakers and thanked District staff for providing the public with the ability to give virtual public comments. He talked about the importance of really showing people

that they are cared about. He said that people felt dragged back to school and that every day was a reminder of our ignorance. He confirmed that disagreements exist as shown by the dust-up that occurred at today's meeting between the members of the Board. He said he does not want to leave today until real plans are in place that show our employees that we care. He said that is not accomplished through YouTube videos, but rather through actions and working together more collaboratively. He is hearing that the public is fed up with reactive planning and that they are not familiar with any plans we might have in place, if they do exist, and continue to have a significant number of questions. There are doubts as to whether or not we can get enough confidence from employees to follow anything the District does put together. He said that he feels responsible for this every day and will work actively with his colleagues to get a solution in place that works. He said we need a new direction in the District to re-instill confidence, collaboration, and cooperation. He said he feels we need to fundamentally acknowledge that "we screwed up" and said that he is sorry. He said the roadmap ahead means a lot of additional hours of work for all of us until we can get to a place where the public trusts us and we can trust one another again.

President Tabet thanked all of the speakers and said she hopes everyone knows that this Board has heard them. She said they are not perfect and they are going to make mistakes based on the information they have at the time. She said she spent some time working at some of our school sites this past week and got a taste of what our custodial staff is up against. She spoke about some alternate models for student lunch time and said she personally worked on classroom seating charts to help keep track of who sat next to whom. She said she did remind students to wear their masks properly and did not receive any pushback.

President Tabet announced a 30-minute lunch break at 1:45 p.m.

The meeting resumed at 2:24 p.m.

3. STUDY SESSION ON DISTRICT OPERATIONS

3.a Board Study Session on District Operations

Charlene Tabet, Board President, facilitated a discussion of District Operations and Board Members had an opportunity to provide direction to staff on the following topics: * Exploring mandatory testing for students and staff * Enforcement of the COVID vaccine booster for all employees by April 1, 2022 * Providing an update on school site COVID testing results as of Friday, January 7, 2022 * Providing District stakeholders with contact information for site and District Office personnel to ask questions and express concerns * Developing a schedule for meeting with labor partners to discuss pathways forward * Creating a plan to review the District's Social Media Policy * Reviewing and updating policies surrounding support for mask requirements on campus

Superintendent Hill introduced Assistant Superintendent Debbie Kukta who lead a discussion on the first bullet point: "Exploring mandatory testing for students and staff."

Clerk Weisberg asked if the handout, "Considerations for Testing Mandate" (OF 29,194) could be made available to the public and Ms. Kukta said staff would post it to our website.

Board Members, District Nurse Lenora Aguilera, Superintendent Hill, and Assistant Superintendent Kukta discussed various strategies and approaches to (as well as the challenges involved in implementing) mandatory testing for students and staff.

Board President Tabet announced that due to the first agenda items going longer than anticipated, agenda item 4. Study Session on Board Self-Evaluation/Self-Governance would be postponed until a later date as the District's Attorney, Trevin Sims, was not available to come after 4:00 p.m. today.

Vice President Ferguson initiated the discussion of the second bullet point: "Enforcement of the COVID vaccine booster for all employees by April 1, 2022." Assistant Superintendent Niemann answered questions with regard to the Human Resources component of this proposed mandate. She explained that implementing this mandate by April 1 would be incredibly difficult logistically as some employees are not even eligible for the booster and she proposed a voluntary employee survey where staff could be encouraged to upload information as to their vaccination status.

Superintendent Hill asked Assistant Superintendent Kukta to provide the data corresponding to the third bullet point: "Providing an update on school site COVID testing results as of Friday, January 7, 2022."

With regard to bullet point 4. "Providing District stakeholders with contact information for site and District Office personnel to ask questions and express concerns," Superintendent Hill explained that Assistant Superintendent Paramo had developed a list for this.

Clerk Weisberg asked that translation services be offered for all Board of Education meetings and that virtual public comments continue to be taken, at least through the pandemic.

Assistant Superintendent Sarah Niemann said she reached out to the District's three labor groups, BTA, CSEA, and BASA, to ask for their input on bullet point 5: "Developing a schedule for meeting with labor partners to discuss pathways forward."

With regard to bullet point 6: "Creating a plan to review the District's Social Media Policy," Board Members discussed some of the recent challenges involved in controlling the various social media accounts within the District and the dangers posed by outside entities and individuals who use social media to perpetrate hoaxes and threats against the District.

Assistant Superintendent John Paramo addressed bullet point 7: "Reviewing and updating policies surrounding support for mask requirements on campus" and said that he solicited feedback from Burbank High School and John Muir Middle School but still needs time to read through all of it. He indicated that the handout he provided today, "BUSD Student Mask Information & Progressive Discipline" (OF 29,195) would be updated and distributed to school stakeholders. Dr. Paramo said that some students are just refusing to comply with mask requirements and had to be put into independent study. He suggested that an untapped resource in this challenge is that of student voices, and he advocated greater student involvement in achieving compliance among their student peers. Dr. Paramo said he is looking forward to reading through the comments from District teachers discussing their ideas for ensuring compliance, instituting progressive discipline for infractions, etc.

4. STUDY SESSION ON BOARD SELF-EVALUATION/SELF-GOVERNANCE (Approx. 11:00 a.m.)

    4.a Presentation on Board Governance (TABLED)

    This Study Session will be rescheduled at a later date, possibly in February.

5. REQUESTS TO ADDRESS THE BOARD

5.a Public Communications on a Subject Within the Jurisdiction of the School Board

All requests to address the Board were taken during the first section of Public Comments.

5.b Superintendent's Comments and Responses

5.c Board Members' Comments and Responses

6. CLOSED SESSION (Approx. 12:00 p.m.) TABLED

The Board decided to reschedule Closed Session due to the length of the meeting.

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

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

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

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

7. REPORTING ON CLOSED SESSION

The Board decided to reschedule Closed Session, thus there was nothing to report out on.

8. RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

Member Aghakhanian announced the sad news of the passing of Vahik Satoorian of Glendale, expressed his sympathy on the loss of a great leader, and wished to adjourn the meeting in his memory.

9. ADJOURNMENT

The meeting was adjourned at 5:08 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

2/3/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

January 20, 2022

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Charlene Tabet
Steve Ferguson
Emily Weisberg
Armond Aghakhanian
Steve Frintner

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

1. CALL TO ORDER

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications on Closed Session Agenda Items

Janice Burow, teacher, spoke about the 5% salary increase proposed by BTA and the current challenging environment confronting teachers. She feels the 5% COLA the District will receive this year should be used to show the teachers that they and their work is appreciated.

Bridget Highfill, teacher, commented on how teachers come to BUSD and then leave due to the low pay and high living expenses in Burbank. She asks the Board to support fair compensation for Burbank teachers.

Rachel Zonshine, teacher, talked about the personal financial challenges of teachers who provide extracurricular activities for their students and the higher cost of living and asked the Board to pay teachers fairly.

Lisa Raluy, teacher, spoke about the great teachers her own children have had at BUSD, but laments the low teacher pay in the current environment of high inflation. She said BUSD is not offering the best nor even competitive pay to Burbank teachers. She feels the District needs to do more to support new and existing teachers.

Tracy Sorensen, teacher, spoke about her pride in having served 36 years as a Burbank teacher, and asked the Board to provide a substantial raise in compensation to Burbank teachers.

Jennifer Halligan, teacher, said she spoke on behalf of herself and other Disney Elementary teachers, and asked the Board to support the 5% compensation increase that BTA has proposed.

Jennifer Flores, teacher, talked about her decision to become a teacher and the many challenges confronting teachers, especially the past two years, as more and more duties get added to their jobs. She spoke about the stress, both mentally and physically, that she has been under and the challenge of making ends meet in an environment of rising inflation. She asks the Board to honor BTA's proposal for a 5% compensation increase.

Joel Schlossman, community member, again asked why Closed Session is not broadcast. He asked why COVID-19 test kits were not provided to the students in the FACTS program, who are among the most vulnerable. He spoke about the Vice Mayor, Konstantine Anthony, who recently spoke at a Board of Education meeting, and said he did not have the authority to offer City services to the school district. He is frustrated that the comment function is not available on Superintendent Hill's YouTube videos. He asked Superintendent Hill to consider providing a 4-day work week to help employees recharge. He asked the Board to consider Superintendent Hill's poor job performance when it is time to conduct his evaluation.

Rachel Campbell, teacher, said we have lost out on excellent teacher candidates because District pay is not competitive. She became emotional when she talked about her shame in being unable to afford a one-bedroom apartment in Burbank, even though she is a hard-working teacher with a Master's degree. She feels the 5% increase in compensation that BTA has proposed would be an important step in her being able to afford to live here in Burbank.

Alyson Edge, teacher and NAF Academy Advisor, spoke about the importance and impact of her work with Academy students, and said that the District must retain our quality teachers and counselors, and asked the Board to please support fair compensation for Burbank teachers.

Nicole Drabecki, teacher, spoke about her work as a Physical Education teacher and the demands of being a teacher, especially the last two years. She said she feels bad for veteran teachers, who are retiring in high numbers, due to work stress and the risk of working with underlying health conditions in a pandemic. She spoke about the loss of the elementary P.E. teachers, which has had a ripple effect on elementary teachers, who lose valuable planning time because they must now also teach P.E. She asks the Board to bring back elementary physical education next school year and spoke about the difficulties facing Special Education teachers.

2.b Staff Responses

Superintendent Hill thanked all of the speakers for coming tonight after working all day and said they are seriously looking at the Governor's Budget. He clarified for Mr. Schlossman that the test kits the District received from the State of California were for K-12 students, but the District would be providing test clinics or kits soon for preschool and older students such as those in the FACTS program.

2.c Board Members' Responses

Member Frintner thanked the speakers for coming and said he and his fellow Board Members know the challenges that teachers face and said the District will do the best they can regarding compensation.

Member Aghakhanian said he will do all he can to support Burbank teachers.
Clerk Weisberg said that she understood the teachers' concerns as she is also a teacher and said that she has been having some meaningful conversations with City of Burbank Councilmember Nick Schultz about the issues of finding affordable housing in Burbank. She is not sure what the solution is, but she

does acknowledge that surrounding districts do pay more and said, like Member Aghakhanian, she will fight as hard as she can for fair teacher compensation.

Vice President Ferguson says he hears the teachers loud and clear and that the Board needs to do their job. He says he asked quite a while ago that any budget proposals contain a compensation package. He shared that he personally pays $2,000 a month for a studio apartment and agreed that the fear of financial insecurity is sometimes overwhelming.

President Tabet said she feels the District owes the teachers the best compensation package they can afford. She spoke about the high cost of living, especially for younger people, and said they need to do the best they can to provide better compensation for our employees across the board.

3. CLOSED SESSION

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

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

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

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

3.e 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 960035872 and 960002704

Confidential Exhibit (OF 29,196)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

President Tabet called the meeting to order at 7:05 p.m. Alicia Boote, John Muir Middle School Librarian, and Lisa Dyson, Dolores Huerta Middle School Librarian, led the Pledge of Allegiance. President Tabet read the following statement: *The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. The meeting can be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/ boemeetings and explained the instructions for virtual public speakers who wished to address the Board.*

5. REPORTING ON CLOSED SESSION

President Tabet announced that there was no time to hold Closed Session before the meeting due to the large number of Closed Session public speakers, so Closed Session would be held after the meeting and any reporting out would take place at that time [see item 15].

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

President Tabet asked staff to bring forward the Board Policy on graduation requirements so that the Board can discuss it. Vice President Ferguson asked to have the Budget Subcommittee work on and plan for additional budget appropriations for having legal counsel in both open and closed session with the understanding there may be potential litigation.

8. OATH OF OFFICE

8.a Administration of the Oath of Office for Student Board Members

Char Tabet, President, Board of Education, administered the Oath of Office to Student Board Member Owen Vivado, representing Monterey High School, who will serve as Student Board Member for the second semester of the 2021-2022 school year.

9. REPORTS FROM THE BOARD

9.a Student Representatives

Jule Reader, JBHS, and Owen Vivado, MHS, reported on events and activities at their respective schools.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications on Agenda Items

Polly Stenberg presented Greg Miller, Principal, and Alicia Boote, Librarian, John Muir Middle School, with a check for $1,000 to help purchase materials for the John Muir Middle School Library. Destiny Helligar, Carmenita Helligar, and Lisa Dyson also participated in the check presentation.

Madison Clevenger, student and member of the Black Student Union, spoke about her belief that the five books removed from the core curriculum for containing the “N” word should be restored as their removal silences the voices of hundreds of Black authors.

Destiny Helligar, student and member of the Black Student Union, said she believed that the District was asking teachers who cannot understand the Black experience to teach the five books that were removed from the curriculum and, while she is not an advocate for censorship, agrees with the decision to remove those five books from curriculum.

Carmenita Helligar, parent, spoke about the use of the “N” word and how it resonates differently depending on who is using it.

Diana Abasta, teacher and President of the Burbank Teachers Association, spoke about the District's decision to reopen school on January 3 and the rising case numbers and high levels of absenteeism throughout the District. She said that students have come to school untested but positive with COVID. She spoke about the loss of the elementary P.E. teachers and the increased burden that has created for elementary teachers. She presented a petition with the signatures of over 200 Burbank elementary teachers. She asked the District to support their proposal for a 5% compensation increase and an increase in the health insurance cap.

Sara Jennifer, parent, said she disagreed with the decision to discipline students for failing to wear their masks properly, especially during P.E. classes. She said that her daughter complained of feeling dizzy during P.E.

Joel Schlossman, community member, admonished the Board Members and told them that they need to pay attention to the public speakers. He said that he corresponded via email with Clerk Weisberg during Saturday's meeting which he thinks is probably a Brown Act violation and proves she was not paying attention to her colleagues or to the Public Speakers. He spoke about the Board's decision to give raises in the form of vacation pay to several of the highest compensated employees amounting to approximately $20,000 per employee and questions how they can look the teachers in the eye when they ask for fair compensation. He questioned the inclusion of the Native American Land Acknowledgment at every meeting and cited some other atrocities that he believes are much worse than what the U.S. government did to Native Americans.

Becky Tipton, teacher, spoke about the challenges of teaching, living on a teacher's wages, and the high cost of living in Burbank. She said she is burnt out and is seriously considering a change of career or a change of district. She said that competitive pay is crucial in retaining experienced teachers and hiring new teachers.

Jeannette Elliott, teacher, spoke about her background in art and her early happiness as a teacher, but said happy days are few and far between now. She believes that an increase in salary will go some way to alleviate the struggles that teachers are facing in this challenging environment. She asked the Board to accept BTA's proposal.

Robert Hammell, teacher, said the few days back have been some of the hardest of his teaching career. He spoke about the increasing number of teacher vacancies and said he fears the District will be unable to attract and retain quality teachers if we do not bring up teacher compensation. He urged the Board to accept the current proposal from the BTA. He also asked the Board to revisit the voting threshold of 66% to change class schedules.

Faith Bond-Wyatt, parent, spoke about the South African doctor who discovered the Omicron variant of COVID-19 and noted that at the last meeting Clerk Weisberg said it was dangerous to quote that doctor but said she believes that is short-sighted and we should consider varying medical community viewpoints. She believes that Omicron is mild, like a cold, and that children are at low risk.

Kate Sergeant Curtis, parent, said that parents are angry and she reminded the Board Members that they can be voted out. She cited the dramatic increase in COVID cases at school sites and said that the Board made a mistake by sending students and staff back to school after Winter Break before the at-home testing kits were distributed. She said she is angry on behalf of her daughter's teachers and principal as they are being pushed to the brink. She repeated the question she asked at the last meeting about what happened to the remaining $5 million in COVID relief funds.

Nadra Ostrom, parent, DEI Committee Member, and Member of the Destiny Education Project, spoke in support of the changes to the curriculum to remove academic materials that contain the "N" word. She said it does pain her that the works of some notable Black authors have been removed, but feels that other materials can be substituted. She said that students are traumatized by the use of these core novels in class. She said that the District cannot figure out how to stop the racist treatment of District students and said that the District needs to urgently address this as well as the lack of diversity in academic materials, especially at the elementary level. She urged the Board to adopt the revised policy on tonight's agenda.

David Kronmiller, parent, thanked Member Frintner for apologizing for some of his remarks at the last meeting. He noted that there were 100 deaths in L.A. County today from COVID-19. Since the surge in Omicron we have lost 60,000 Americans this year alone. He feels people are glossing over the pandemic in the interest of getting on with their lives and thinks that while surges in this virus might become the norm, he finds this complacence unacceptable. He urged the District to implement mandatory testing and to advocate elected officials to discontinue attendance-based funding.

Steven Gorman, parent, said he has received three letters that someone in his daughter's class has tested positive and said that the District's COVID-19 Dashboard is incomplete and not up to date. He urged the Board to adopt mandatory testing and questioned how the District reports out to the County about positive cases. He asked what measures the District was planning to take to create better ventilation for indoor P.E. areas and what measures the District has taken to improve classroom ventilation. He asks why classroom doors and windows are not opened to provide better ventilation. He asked about the CARES Act COVID-19 funding the District received and asked if those financial details have been posted to the District's website. He asked about the residual monies and whether they would be spent on COVID-19 measures.

10.b Staff Responses

Superintendent Hill thanked the two student speakers who addressed the changes to the core curriculum and said he appreciated hearing both viewpoints. He said that everyone who spoke agreed that the District needs to include more diversity in the curriculum. He explained the progressive discipline policy used to enforce student masking protocols, the policies around student absences, and the academic models available to families. He addressed the comments about how the District utilized the COVID-19 relief monies and said the District is moving towards mandatory testing but currently there are issues with capacity. He addressed some of the concerns speakers had with regard to the District's COVID-19 Dashboard and the District's HVAC systems. He said the District would continue to look at the money we receive from the State, acknowledged that staff has taken on extra work, the comments made with regard to employee compensation and how the District can recruit quality employees and retain the employees we currently have, and said we have to keep working to come up with solutions.

10.c Board Members' Responses

Member Aghakhanian spoke about his career as a university employee and professor. He said one thing that people are not talking about is that there has been almost a 50% drop in students not returning to college. He said there will be a competitive job market for our students, which speaks to the importance of the work of teachers in preparing them for the future.

Member Frintner thanked all of the speakers and thanked the student speakers who spoke about the proposed changes to the core curriculum. He said with regard to COVID-19 there are no easy answers, but they are trying to make improvements to make class safer for staff and students. He said he hears people saying they do not want to return to a virtual learning environment and the majority of students are

attending in person. He said he support mandatory student testing, but reminded people that a negative test is only valid for that day and that cases will continue to develop. He spoke about the District's need to support our teaching and classified staff and said the Board will work with the Superintendent and staff to ensure that they feel valued and not just with words.

Clerk Weisberg countered the comments made earlier about the South African doctor and said that COVID-19 has been politicized, but is not a political issue. She countered Mr. Schlossman's comments regarding their email exchange and said that the atrocities that he cited did not take place in Burbank and she stressed the importance of including the Native American Lands acknowledgment. She thanked the students who spoke about the changes to the core curriculum and explained her views on this subject. She again thanked the teachers who spoke and said they deserve to be compensated by their hard work.

Vice President Ferguson thanked all of the speakers, thanked the Destiny Education Project for their donation, and thanked Madison Clevenger and Destiny Helligar for their advocacy. He said he would like to see some "rules of the road" for presentations of donations and cited the fact that some foundations get to make formal presentations so this feels like an equity issue to him. He said that compensation is important in making people feeling valued, but said that is not enough and that we must fix the trust issues and show that we really care about their safety and welfare. He said it is unacceptable that nearly 3,000 students have been absent from school for almost 10% of an entire school year and expressed his concern for their welfare. He said he has yet to see a Board Report on what those 3,000 students look like and how many of them have IEPs, 504s, and appropriate supportive services at home. He thanked the people who have approached him with solutions on the communications issues facing the District. He said that we have asked for a compensation plan to be brought forward as part of the budget plan. He said he convened a testing subcommittee, but neither the Board President nor the Superintendent were available for that meeting. When he sees kids out on Chandler or in the public parks, he knows they are supposed to be in class and he feels like the District is failing them. He said the District needs to have a backup plan. He said he is tired and we need other people working on this, as a team.

President Tabet thanked the speakers. She thanked Carmenita Helligar for her explication on the use of the "N" word and said her comments helped her gain a better understanding as a White woman of her age. She said that the District very much wants to work towards a fair compensation package for all our employees. She said she is disappointed in her communication at the emergency Board Meeting of January 2nd and said she hopes in the future that she will do better. Mandatory testing will be a vital part of keeping our District functioning. She announced the 4x free at-home tests recently made available to every household by the Biden Administration.

President Tabet declared a five-minute recess at 9:31 p.m.

The meeting was reconvened at 9:38 p.m.

11. REPORTS TO THE BOARD

11.a 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_012022.pdf (OF 29,197)

11.b Report on Independent Study

Sharon Cuseo, Assistant Superintendent, Instructional Services, reported to the Board of Education on the Independent Study program, as presented.

Report on Independent Study 1-20-2022.pdf (OF 29,198)

11.c Report on the Burbank Unified School District's COVID-19 Response

Matt Hill, Superintendent, reported on the District's COVID-19 Response.

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 20 Proclaiming the Month of February 2022, in Recognition of National Black History Month

That the Board of Education adopt Resolution 20 proclaiming the Month of February 2022, in recognition of National Black History Month in the Burbank Unified School District, as presented.

Resolution_20 in_recognition_of_National_Black_History_Month_2022.pdf (OF 29,199)

It was moved by Steve Frintner, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.b Adoption of Resolution 21 Proclaiming the Week of February 7, 2022 through February 11, 2022, as School Counseling Week

That the Board of Education adopt Resolution 21 Proclaiming the week of February 7, 2022 through February 11, 2022, as School Counseling Week in the Burbank Unified School District, as presented.

Resolution 21 - Counselors Week.pdf (OF 29,200)

It was moved by Armond Aghakhanian, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.c Approval of 2020-2021 School Accountability Report Cards

That the Board of Education approve the 2020-2021 School Accountability Report Cards prepared in 2021-2022, as presented. Due to the size of each document, the School Accountability Report Cards (SARCs) will not be duplicated for distribution; however, copies of each site's SARC is available for review in the Instructional Services Department or by contacting Dr. Peter Knapik at (818) 729-4482 or by email at peterknapik@burbankusd.org.

Approval of 2020-2021 SARC 01202022.pdf (OF 29,201)

It was moved by Steve Frintner, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

12.d Approval of Board Policy/Administrative Regulation 6161.11: Supplementary Instructional Materials

That the Board of Education approve the proposed revision of selected Board Policies and Administrative Regulations as requested by the Board of Education, as presented.

Policy Update_BP 6161 11.pdf (OF 29,202)

It was moved by Steve Frintner, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

13) CONSENT AGENDA

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960035872, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective December 8, 2021 through May 27, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035872 Settlement Agreement.docx.pdf (OF 29,196)

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960002704, not to exceed $147,000.00 (01.0-65000.0-50010-36000-5813-7440000), effective December 6, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960002704 Settlement Agreement.docx.pdf (OF 29,196)

13.c Approval of Minutes

That the Board of Education approve the minutes of the Regular Board of Education Meeting of December 16, 2021, as presented.

Minutes.12.16.21.pdf (OF 29,203)

13.d Approval of Minutes

That the Board of Education approve the minutes of the Special Board of Education Meeting of December 22, 2021, as presented.

Minutes.12.22.21.SP.pdf (OF 29,204)

13.e Approval of Personnel Report Number 21-22-10

That the Board of Education approve Personnel Report number 21-22-10, covering Certificated and Classified personnel, and consisting of Pages 1 to 15 inclusive, as presented.

Personnel Report.pdf (OF 29,205)

13.f 2021-2022 Purchase Order Report

That the Board of Education approve Purchase Orders for 2021-2022 as listed through December 6, 2021, as presented.

2021-2022 Purchase Order Report.pdf (OF 29,206)

13.g Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $7,087,177.56 and commercial warrants in the total amount of $2,200,661.18, as presented.

Warrants.pdf (OF 29,207)

13.h Approval of Instructional Consultant Services

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

Approval of Instructional Consultants 01202022.pdf (OF 29,208)

13.i Ratification of Instructional Consultant Services

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 of Instructional Consultants 01202022.pdf (OF 29,209)

13.j Ratification of Agreement for Non-Instructional Consultant Services

That the Board of Education ratify 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.

Ratification of Non Instructional Consultants 01202022.pdf (OF 29,210)

13.k Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022

That the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022, Report Summary No. 2, October 1 through December 31, 2021, as presented.

BUSD_Williams_UCP_Report_2nd_Quarter_2021_22.pdf (OF 29,211)

13.l Approval of Agreement for Consultant Services with Sign Up Interpreting Services, LLC

That the Board of Education ratify the agreement between Burbank Unified School District and Sign Up Interpreting Services, LLC to provide Interpreters/translators to student/families during expulsion hearings/conferences relative to Student Services on an as needed basis, effective January 20, 2022 through June 30, 2022, not to exceed $1,000 (01.0 00000.0 00000 72000 5850 7451000), and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Board Memo Sign Up 21.22.pdf (OF 29,212)

13.m Ratification of Agreement for Professional Services

That the Board of Education ratify the Consultant Agreement between the Burbank Unified School District and SignUp, to provide American Sign Language interpreting to employees, not to exceed $5,000 (01.0-00000.0-72000-5810-7552000), effective October 1, 2021 through June 30, 2022 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented

Agreement - SignUP.pdf (OF 29,213)

13.n Approval of Amended Consultant Agreement for Toby Black

That the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Toby Black to provide non-instructional consultant services, effective August 30, 2021 through May 31, 2022, in the amount of not to exceed $56,000 (01.0-58700.0-00000-31400-5850-7408000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Amended Agmt Toby Black 01202022.pdf (OF 29,214)

13.o Approval of Agreement for Consultant Services with Language Resources of America, LRA Interpreters Inc.

That the Board of Education ratify the agreement between Burbank Unified School District and LRA Interpreters, Inc., to provide Interpreters/translators to student/families during expulsion hearings/conferences relative to Student Services on an as needed basis, effective January 20, 2022 through June 30, 2022, not to exceed $1,000 (01.0 00000.0 00000 72000 5850 7451000), and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Board Memo LRA 21.22.pdf (OF 29,215)

13.p Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Professional Tutors of America for Special Education Student 960006990, not to exceed $8,000 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2021 through August 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960006990_Professional Tutors_Ratified.pdf (OF 29,216)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Bright Beginnings for Kids, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $1,475 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034223_Bright Beginnings for Kids.pdf (OF 29,217)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Actum Clinical and Behavioral Services, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $4,725 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034223_Actum Clinical and Behavioral Services.pdf (OF 29,218)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Gunn Psychological Services, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034223_Gunn Psychological Servicess.pdf (OF 29,219)

13.t Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between Burbank Unified School District and Ausin Texas Learning Group LLC, to provide support to the Language Enrichment Autism Program (LEAP), not to exceed $73,525 (01.0-65000.0-50010-

36000-5813-7440000), effective September 7, 2021 through March 4, 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 effective September 7, 2021 through January 30, 2022, not to exceed $56,525. This amendment adds an additional $17,000 increasing the total not to exceed to $73,525. This amendment also extends the end date from January 30, 2022 through March 4, 2022.

SPED Professional Services_Ausin Texas Learning Group_Amended.pdf (OF 29,220)

13.u Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between the Burbank Unified School District and LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $134,000 (01.0-65000.0-57602-11901-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was June 17, 2021 for a total not to exceed $80,000. The District is obligated to provide interpreting and translation to special education students whose IEPs require it. This amendment adds an additional $54,000 to the agreement for a total not to exceed $134,000.

SPED Professional Services_LRA Interpreters_Amended.pdf (OF 29,221)

13.v Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between the Burbank Unified School District and Adriana Anaya PsyD., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013929, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 3, 2021 through April 1, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was June 3, 2021 effective June 3, 2021 through December 30, 2021, not to exceed $5,500. This amendment is to extend the end date from December 30, 2021 to April 1, 2022.

SPED Student 960013929_Adriana Anaya PsyD._Amended.pdf (OF 29,222)

13.w Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Professional Tutors of America for Special Education Student 960025051, not to exceed $4,000 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2021 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960025051_Professional Tutors_Ratified.pdf (OF 29,223)

13.x Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between Burbank Unified School District and Professional Tutors of America for Special Education Student 960035872, at no cost to the District (01.0-65360.0-57602-11900-5850-7440000), effective December 9, 2021 through August 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035872_Professional Tutors_Ratified.pdf (OF 29,224)

13.y Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Speech Bananas Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960010470, not to exceed $1,300 (01.0-65000.0-57602-11900-5850-7440000), effective January 4, 2022 through March 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960010470_Speech Bananas_Ratified.pdf (OF 29,225)

13.z Approval of Student Affiliation Agreement– Stanbridge University

That the Board of Education approve the Student Affiliation Agreement between the Burbank Unified School District and Stanbridge University to provide educational field experience, effective January 21, 2022 and until terminated upon mutual consent of both parties (or a date. i.e. through May, 1, 2023), and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Stanbridge University.pdf (Of 29,226)

13.aa Approval of Extension of Agreement for Professional Services with AMS.NET (Special Use Funds)

That the Board of Education approve an extension to the agreement with AMS.NET for professional services, not to exceed $32,000, (01.0-00000.0-00000-77000-5850-7732000) (Special Use Funds), and authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Extension Agreement_AMS.NET_012022.pdf (OF 29,227)

13.ab Approval of Agreement with AreyJones for Lightspeed Content Filtering Licenses (General Fund)

That the Board of Education approve the agreement between Burbank Unified School District and AreyJones to provide Lightspeed Content Filtering, not to exceed $14,112 (01.0-32130.0-11100-10000-5840-7409000) (General Fund), effective December 15, 2021, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Agreement_Lightspeed Content Filtering_AreyJones_012022.pdf (OF 29,228)

13.ac Approval of Agreement with T-Mobile for Project 10 Million for Hotspots (General Fund)

That the Board of Education approve the agreement between Burbank Unified School District and T-Mobile for Project 10 Million to reduce hotspots costs and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Agreement_T-Mobile Project 10 Million_012022.pdf (OF 29,229)

13.ad Ratification of Award of Contract, Reliable Floor Covering Inc., Furnish and Install Flooring in Ten Classrooms, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education ratify an award of contract between Burbank Unified School District and Reliable Floor Covering Inc., to furnish and install flooring for ten new classrooms for the Two-Story Modular Building Project at Walt Disney Elementary School, effective December 22, 2021 through December 22, 2022, not to exceed $65,642 (213-00000.0-91008-85000-6250-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Ratif.AOC_Reliable Flooring_Disney_Bond.pdf (OF 29,230)

13.ae Acceptance of Notice of Completion, Sportsfield Specialties Inc., Furnish and Install Tennis Court Netting and New Baseball Field Pads, John Burroughs and Burbank High School (Special Reserve)

That the Board of Education accept the following as completed: Furnish and Install Tennis Court Netting and New Baseball Field Pads at Burbank and John Burroughs High School, PO# 22000447, not to exceed $18,749, Special Reserve, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented. $5,624.70 Burbank High School (400-00000.0-00000-85000-6170-431-0000) $13,124.30 John Burroughs High School (400-00000.0-00000-85000-6170-432-0000)

NOC_Sportsfield Specialties_JBHS&BHS_Spec. Reserve.pdf (OF 29,231)

13.af Approval of Additive Change Orders No.2-5, Santa Clarita Concrete, Site & Structural Concrete, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve additive change orders No.2-5 between Burbank Unified School District and Santa Clarita Concrete for the Site & Structural Concrete for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $523,142.88 (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 $12,671.18 for change orders No.2-5, bringing the total not to exceed amount to $523,142.88, is for the additional expenses due to the following: embed delays/delay of contract by SilverCreek; fabrication of missing stair bolt

templates; installation of missing trim bars; and removal and reinstallations of incorrectly placed and non-compliant staircase bolts.

CO2-5_Santa Clarita Concrete_Disney_Bond.pdf (OF 29,232)

13.ag Acceptance of Notice of Completion, Khepra Inc./ Blue Box for Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting, CMAS Contract 3-19-0-3710A, District-Wide (Esser Fund)

That the Board of Education accept the following as completed: Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting, (CMAS) Contract 3-19-0-3710, District-Wide, PO# 22000917, not to exceed $206,100 (010-32100.0-00000-81100-5850-752-9000) Esser Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Khepra-Blue Box_Esser.pdf (OF 29,233)

13.ah Approval of Quality Bidders Software Services Agreement, Colbi Technologies Inc., Facilities and Technology Services (Bond Fund and Special Reserve)

That the Board of Education approve an agreement between Burbank Unified School District and Colbi Technologies Inc., for the Quality Bidders Software for Facilities and Technology Projects, effective January 21, 2022 through January 20, 2023, not to exceed $1,000 (21.3-00000.0-91008-85000-5840-201-0000) Bond Fund and $4,000 (40.0-90329-0-00000-85000-5840-431-0000) Special Reserve, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AoA_Colbi Tech_Disney&BHS_Bond&SpecialReserve.pdf (OF 29,234)

13.ai Approval of Award of Contract, Izurieta Fence Company Inc., Furnish and Install Galvanized Chain Link Fence and Swing Gate, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve an agreement between Burbank Unified School District and Izurieta Fence Company Inc., to Furnish and Install a Galvanized Chain Link Gate and Swing Gate for the Two-Story Modular Building Project at Walt Disney Elementary School, effective January 21, 2022 through January 20, 2023, not to exceed $163,111.09 (21.3-00000.0-91008-85000-6170-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Izurieta Fence_Disney_Bond.pdf (OF 29,235)

13.aj Acceptance of Notice of Completion, Dave Bang Associates Inc., Removal and Installation of Rubber Surfacing, Pre-K Play Area at Monterey High School (Deferred Maintenance)

That the Board of Education accept the following as completed: removal and installation of rubber surfacing in the Pre-K play are at Monterey High School, PO#22000587, not to exceed $14,607.95 (14.0-00000.0-00000-85000-6170-530-0000) Deferred Maintenance,

and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Dave Bang_Monterey_Def. Maint.pdf (OF 29,236)

13.ak Acceptance of Notice of Completion, Dave Bang Associates Inc., Site Prep and Installation of Rubber Surfacing, Bret Harte Elementary School (Bond Fund)

That the Board of Education accept the following as completed: site prep and installation of rubber surfacing at Bret Harte Elementary School, PO# 22000648, not to exceed $125,566.64 (21.3-00000.0-91006-85000-6170-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Dave Bang_Bret Harte_Bond.pdf (OF 29,237)

13.al Acceptance of Notice of Completion Western Allied Corp., CUPCCAA Bid 2021-002, Installation/Conversion of Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School (Bond Fund)

That the Board of Education accept the following as completed: Installation/Conversion of the Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School, PO# 22001096, not to exceed $93,810 (21.3-00000.0-91003-85000-6230-2150000) Bond Fund and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Western Allied_ Stevenson_Bond.pdf (OF 29,238)

13.am Approval of Non-Instructional Consultant Services

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

Approval of Non-Instructional Consultants 01202022.pdf (OF 29,239)

It was moved by Steve Frintner, and seconded by Armond Aghakhanian, that the Board of Education approve items 13a through 13am, as recommended. The motion carried unanimously.

President Tabet announced the retirement pf Shari Auproux, Merci Cornejo, Patricia Golaski, Ian Lepatan, and Donna Spaulding.

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications on a Subject Within the Jurisdiction of the School Board

Roberto Villalta, Classified employee, spoke about the Ewing Study, which he says took eight years to compile, but said he feels like it is a big joke and is unfair and discriminatory. He said his department division will not be voting yes as custodians are slated to stay at the same salary level, while some of the other employees are scheduled to get as much as a $10,000 increase. He said the District talks about

transparency and honesty, but he is not seeing that. He said he has telephoned local media outlets and asked them to investigate this study and the resulting document.

Joel Schlossman, community member, said that he told the custodians they need to hire an attorney and mount a class-action lawsuit. He said he felt he did the community a favor by fighting the parcel tax and saving the community money. He said the Board is opening a can of worms by allowing the Superintendent to take books out of the curriculum. He said he would handle the use of the "N" word differently through education. He said in cases of bullying the student's parents should also be called in because they learn these things in the home. He hopes that families who don't believe in COVID testing can donate their unused test kits. He said that charging fees for Public Records Requests will have a chilling effect.

Carmenita Helligar, parent, said that Stefani McCoy, DEI Consultant, got together the two students who spoke about the removal of books from the core curriculum and helped them arrive at an understanding despite their differences of opinion. She said that Member Aghakhanian never responded to her email regarding the recent incidents of racism in the schools and hopes that more Board Members will begin attending the DEI meetings. She advocated for counseling resources to be made available to students and adults, including District employees and Board Members.

Lynn Rothacher, teacher, said that she feels the District has "ordered prime rib on a chicken budget," with the teachers being the prime rib. She spoke of her love for teaching but described some of the sacrifices she has made and the extra work that she continually does on her own time. She says she really does not feel valued by this District. She thanked the Destiny Education Project for their donation to the John Muir Middle School Library and thanked the two students who spoke about the changes to the core curriculum. She said she is frustrated that 16 months after the Board decided to remove the books, no meetings have been held to discuss replacing those materials. She is asking for more leadership on this issue. She said teachers' opinions on this subject should be encouraged.

Linda Bitto, Classified employee, said that since December 16, 2021, she has had 89 students withdraw to ILA, and said that ILA needs their own staff to handle this work along with calculating student credits. She spoke about the false threat Burbank High School received on November 5, 2021, and what a challenge it became without the school's SRO present and with multiple staff members absent. She said that administrators were interviewed, but it took until January. She said safety procedures need to be reviewed and that they need their SRO back.

Diana Abasta, teacher and President of the Burbank Teachers Association, also spoke about the false threat incident that occurred at Burbank High School and how difficult that day was. She said she tried to contact Superintendent Hill and all of the Board Members that day, but only received a response from two Board Members. She suggests there should be three Board Members available when needed and would like to see some kind of a plan so that don't have to scramble around when they need to convene a meeting and need to be heard. She said when she reaches out to Steve Ferguson and Emily Weisberg, she gets a response; in fact, they contact her. She said she would like to know what is the policy around nonprofits and the educational foundation and spoke about the efforts of the District to merge various groups under one umbrella. She says it is a shame that Burbank does not have a million-dollar educational foundation that can provide for all of our students and she would like to know what is the policy for adopting nonprofit organizations and fundraising. She said while she appreciates that the Destiny Education Project donation was made to a library, she reminded the Board that BTA gives to every school library every year and feels it is hurtful that so much attention is being paid to one particular donation. She wants to know if there is a plan for how we are going to open up school in 202—from safety issues to starting school at 8:30 a.m.—and said she does not want to wait until August. She feels that the

movement of students from traditional high school to ILA needs to be examined. She feels that students should be encouraged to reach out to the DEI Consultant, who is an adult, and not the other way around.

Kelly Duenckel, parent, said she is in complete support of our teachers and staff getting the full amount of the 5.07% COLA increase in the form of a raise in compensation. She addressed Vice President Ferguson's question about what happens to Special Education students who go into independent learning and said their parents are asked to sign a document that appears to be a waiver but in reality, is a settlement agreement because the District is acknowledging that they cannot provide FAPE (free appropriate public education) and they cannot provide the services mandated by the student's IEP. Her question to staff upon learning this is do the parents of general education students have to sign any type of agreement where they are waiving learning loss and, if the answer is no, she thinks this is an access issue that should be looked at by staff.

14.b Superintendent's Comments and Responses

Superintendent Hill responded to Mr. Villalta's comments about the Ewing Job Study and said that the bargaining units were represented and he encouraged all CSEA members to reach out to their CSEA leadership. Dr. Niemann added that all CSEA members should attend the upcoming CSEA Town Hall meeting and talk to their CSEA leadership. He said that the Ewing Job Study is not the only way that members can receive an increase in compensation. He responded to Mr. Schlossman's comments and confirmed that unwanted test kits can be donated to the District and clarified that the fees charged for Public Records Requests are set by the State of California. With regard to employee mental health he said the Family Service Agency of Burbank is working on developing a hot line (called a warm line) for BUSD employees to call. He said that a middle school planning collaboration was held and others can be organized. As well, Dr. Paramo and Ms. Cuseo are always available. He encouraged Ms. Bitto to contact him with her ideas about school safety, but clarified that the SRO was informed by the site principal about the incident at Burbank High School and did not learn about it simply by driving by. He thanked Ms. Abasta for her suggestions and said they would talk about foundations at the upcoming Budget Study Session in March. He appreciated her ideas about developing a contingency plan and protocols for contacting people when they are out of the office. Regarding Ms. McCoy's meeting with the two students, he clarified that the meeting was organized by the mother of one of the students. He thanked Ms. Duenckel for her comments about employee compensation and how we work with Special Education students.

14.c Board Members' Comments and Responses

Member Frintner thanked all of the speakers. He explained the Ewing Study process and confirmed that unused test kits can be donated back to the District. He said the Board is looking to form a subcommittee to work on issues involving the ILA. He said that they are concerned about fundraising and are planning to hold a study session in March. He thanked Ms. Duenckel for her support for the teachers and Special Education students.

Member Aghakhanian said he formed the DEI Committee and he believes he has only missed two meetings. With regard to the Armenian students, he said to Ms. Helligar that before she makes comments she should check the history and explained that they are not Asian. He told Ms. Helligar and Ms. Abasta that they should call him instead as he is always reachable.

Clerk Weisberg thanked all of the speakers. She said it is always very powerful to hear Mr. Villalta speak and she encouraged him to keep coming back. She thanked Ms. Rothacher and asked Ms. Cuseo to explain the process regarding the curriculum changes at some point. She thanked Ms. Helligar and Ms.

Abasta for their insights and suggestions. She thanked Ms. Duenckel for bringing up some things that she would like to learn more about, such as the differences between Special Education and general education students. She thanked Ms. Bitto for sharing her on-campus experiences and providing more insight into her job.

Vice President Ferguson thanked all of the speakers. With regard to Mr. Villalta's comments, he said that he does believe that everyone is trying to move forward in a transparent way and said that the Ewing Study is a gateway to other conversations including reclassification and compensation. He thanked Ms. Helligar for reminding everyone that we are all dealing with trauma. He thanked Ms. Bitto for sharing her insights about her campus, the level of absences, and her experiences during the November 5th incident. He said he appreciated Ms. Duenckel's advocacy. He said we may be able to waive the fees involved with Public Records Requests and said that we should establish a policy.

President Tabet asked if staff could investigate Mr. Villalta's suggestion for custodians to work a 4-10 schedule in the summer and let him know the reasons why they could or could not. She said that when voluminous Public Records are requested it costs time and money to compile them, so she feels in those cases the District need to charge. She apologized to Ms. Abasta as she does not have her telephone number and offered to exchange phone numbers with Ms. Abasta and Ms. Drabecki after the meeting. She indicated that a study session on fundraising is planned for March.

15. ADJOURNMENT

The Board adjourned to Closed Session at 11:53 p.m.

The Board reconvened in Public Session at 1.01 a.m. President Tabet reported that the Board voted 5-0 to have legal counsel present during Closed Session at the next regular Board of Education meeting, which will be held on February 3, 2022.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

2/3/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

TO: Board of Education / Superintendent Consent 2/3/2022

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

SUBJECT: Certificated Personnel - Report Number 21-22-11 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
ROZANSKY, MELISSA Adult School	Adult Ed Sub Teacher Substitute Teacher	11.0-63910.0-41106-10000-1160-5330000	100			12/20/2021

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MARTE, HELENE Jefferson Elementary School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100	RA:005 - ST:24	Began Service 9/12/1991	1/18/2022

REASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SULLIVAN, CYRITA Special Education	Special Education Teacher Itinerant Special Ed - FTE:100%	01.0-65000.0-57602-11200-1110-4310000	100		Moving from Itinerant SpEd to BHS classroom	1/3/2022 5/27/2022

ELECTION: INTERVENTION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SHOWELL, ASHLEY J Miller Elementary School	Teacher: Intervention Intervention Teacher	01.0-01500.0-11100-10012-1130-7550000	100			10/14/2021

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
JACQUES, SEAN Burbank High School	Teacher English - FTE:100%	01.0-00000.0-11100-10000-1110-43100000	100	RA:006 - ST:11 STP: $1345		1/3/2022

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SEGAL, KATHRYN Jefferson Elementary School	Elementary Teacher Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100	RA:006 - ST:24		1/5/2022 5/27/2022
JANG, JESSICA Burbank High School	High School Teacher Art - Temp (one semester) -	01.0-00000.0-11100-10000-1110-4310000	100	RA:004 - ST:01		1/3/2022 5/27/2022

MALINOVSKY, KAITLYN Burbank High School	High School Teacher-temp Biology - 1 semester temp -	01.0-00000.0-11100-10000-1110-4310000	100	RA:003 - ST:01 STP: $807		1/3/2022 5/27/2022
BROWN, PAUL Burroughs High School	Secondary Teacher Digital Media - FTE:100%	01.0-00000.0-38000-10000-1110-4320000 01.0-06350.0-38000-10000-1110-7910000	80 20	RA:001 - ST:05		1/3/2022 5/27/2022
BARCLAY, JASON Adult School	Teacher Ila Teacher - FTE:100%	01.0-32130.0-11100-10000-1110-5759000	100	RA:006 - ST:15 STP: $1345		1/12/2022 5/27/2022

CHANGE OF SALARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
KESHISHIAN, NARINEH Jefferson Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100	Salary Rate: $6,718.09 STP: $1345	To increase salary per verification received	11/1/2021 5/27/2022

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
COYLE, JAMES Burbank High School	Long Term Sub Teacher English	01.0-00000.0-11100-10000-1160-7550000	100			12/6/2021 12/17/2021
REAVES, HARVEY Burbank High School	Long Term Sub Teacher Health	01.0-00000.0-11100-10000-1160-7550000	100			10/25/2021 12/9/2021
DANIELS, WENDI J Miller Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-7550000	100			1/7/2022
ROSS, DEIDRA Stevenson Elementary School	Long Term Sub Teacher TK	01.0-00000.0-11100-10000-1160-7550000	100			9/27/2021 2/25/2022

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GRIMALDI, ALANNA Luther Middle School	Teacher Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3200000	100	RA:006 - ST:07 STP: $1345		1/3/2022

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALLEN, REBECCA Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		12/17/2021
MCCOY, SEAN Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		12/17/2021
RODRIGUEZ, AMELIA Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		1/7/2022
ADAIR, NATHAN Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		1/12/2022
HUBERT, LORRI Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		1/12/2022
OSMONSON, RUSS Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		1/12/2022

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
FERERA, CHRIS Burbank High School	Long Term Sub Teacher Roving Sub	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $250.00		1/5/2022 5/26/2022
REAVES, HARVEY Burbank High School	Long Term Sub Teacher Chemistry	01.0-00000.0-11100-10000-1160-7550000	100	Salary Rate: $250.00		12/10/2021 12/16/2021
TYLER, PATRICK Burbank High School	Long Term Sub Teacher Earth/Space Science	01.0-32130.0-11100-10000-1160-755900	100	Salary Rate: $250.00		1/3/2022 1/31/2022
SPARGUR, CONRAD Burroughs High School	Long Term Sub Teacher English	01.0-00000.0-11100-10000-1160-7550000	100	Salary Rate: $279.02		1/3/2022 1/31/2022
ROSALINO-GARCIA, LINDA Roosevelt Elementary School	Long Term Sub Teacher 2nd Grade	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $250.00		11/15/2021 2/9/2022
ADAIR, NATHAN Stevenson Elementary School	Long Term Sub Teacher Roving Sub	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $250.00		1/24/2022 5/26/2022

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 21-22-11

February 3, 2022
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Almer, Jennifer	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,706.15	Monthly	January-May
Anderson, Kim	Inst. Serv.	Intervention Planning	Hourly	$33.77	17	November
Anderson, Kimberly	Inst. Serv.	Intervention Teachin	Hourly	$45.52	2	December
Anderson, Kimberly	Inst. Serv.	Intervention Teaching	Hourly	$45.52	2	November-December
Anderson, Kimberly	Inst. Serv.	Intervention Planning	Hourly	$33.77	10.50	December
Badders, Randall	Spec. Ed.	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Baker, Ryan	CC	Addtl. Hours at Assignment	Hourly	$21.67	40	November - December
Ballesteros, Nida	Inst. Serv.	Intervention Planning	Hourly	$33.77	8	December
Bartok, Kristen	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Beal, Briana	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,417.00	Monthly	January-June
Beliveau, Alyssa	Inst. Serv.	Intervention Planning	Hourly	$33.77	22	December
Bentley, James	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,655.03	Monthly	January-June
Bercini, Tamorah	Emerson	Intervention Teaching	Hourly	$45.52	12.5	December
Bercini, Tamorah	Emerson	Intervention Planning	Hourly	$33.77	2.5	December
Bercini, Tamorah	Emerson	Intervention Teaching	Hourly	$45.52	205	January-May
Bercini, Tamorah	Emerson	Intervention Planning	Hourly	$33.77	41	January - May
Berich, Erin	Spec. Ed.	.2 FTE Addtl. Assgnmt.	Stipend	$1,706.15	Monthly	January-May
Block, Olivia	Providencia	Intervention Teaching	Hourly	$45.52	20.25	January-March
Bowers, Lucia	BHS	Class Coverage	Hourly	$46.60	6	November
Bowers, Lucia	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,505.15	Monthly	January-May
Bowren, Stacey	Inst. Serv.	Intervention Planning	Hourly	$33.77	30	December-May
Bravo, Michael	Emerson	Intervention Planning	Hourly	$33.77	9	January-May
Bravo, Michael	Emerson	Intervention Teaching	Hourly	$45.52	65	January-May
Brinton, Joel	JBHS	Coaching Stipend Volleyball	Stipend	$1,647.67	3	February-April
Burish, Shelly	Inst. Serv.	Intervention Planning	Hourly	$33.77	1	December
Burish, Shelly	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,246.84	Monthly	January-May
Carter, Eric	Spec. Ed	.2 FTE Addtl. Assgnmt.	Stipend	$1,655.04	Monthly	January-May
Clarke, Kelli	Emerson	Intervention Planning	Hourly	$33.77	1.5	December
Clarke, Kelli	Emerson	Intervention Teaching	Hourly	$45.52	14.25	December
Clarke, Kelli	Emerson	Intervention Teaching	Hourly	$45.52	242.25	January-May
Clarke, Kelli	Emerson	Intervention Planning	Hourly	$33.77	25.5	January-May

Clendenin, Erin	Jefferson	Intervention Teaching	Hourly	$45.52	17	January
Campbell, Rachell	Muir	Intervention Teaching	Hourly	$45.52	5	December
Carino, Jeanne	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,603.02	Monthly	January-May
Casper, Jennifer	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-May
Colman, Adam	BHS	Intervention Planning	Hourly	$33.77	12	December
Conahan, Kari	Emerson	Intervention Teaching	Hourly	$45.52	12.5	December
Conahan, Kari	Emerson	Intervention Planning	Hourly	$33.77	2.5	December
Conahan, Kari	Emerson	Intervention Planning	Hourly	$33.77	41	January-May
Conahan, Kari	Emerson	Intervention Teaching	Hourly	$45.52	205	January-May
Cook, Jacob Taylor	JBHS	Coaching Stipend Swim	Stipend	$1,196.88	3	November-January
Cooper, Rebecca	BHS	Stipend Dept. Chair Science	Stipend	$1,477.00	2	August-May
Crespy, Amilyn	C.C.	C.C. Teacher OT	Hourly	$26.33	5	December
Cuthbertson, Tim	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,455.71	Monthly	January-June
DeVirgilis, Edward	Muir	Intervention Teaching	Hourly	$45.52	40	January-May
Diaz, Cynthia	BHS	Other Hourly – Drill Team	Hourly	$33.77	46	October
Diaz, Cynthia	BHS	Other Hourly – Drill Team	Hourly	$33.77	48.19	November
Dixon, Kevin	BHS	Intervention Planning	Hourly	$33.77	1.5	December
Douzart, Tiffany	BHS	Day to Day Sub	Daily	$200.00	1	December
Dysthe, Diana	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,812.25	Monthly	January-May
Edge, Alyson	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-May
Esparza, William	Inst. Serv.	Intervention Planning	Hourly	$33.77	1	December
Everhart, Greg	JBHS	Coaching Stipend Golf	Stipend	$1,647.67	3	February-April
Fellman, Traci	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,860.46	Monthly	January-May
Fernando, Gajan	Inst. Serv.	Intervention Planning	Hourly	$33.77	3	December
Fernando, Gajan	JBHS	Coaching Stipend Tennis	Stipend	$1,411.67	3	February-April
Fiola-Rini, Tamara	ILA	Intervention Teaching	Hourly	$45.52	228	December-May
Fitzgerald, Kyle	JBHS	Coaching Stipend Track/Field	Stipend	$1,523.33	3	February-April
Foenander, Lindsay	Jefferson	Intervention Teaching	Hourly	$45.52	17	January
Gavin-Hennings, Cassidy	Spec. Ed.	Intervention Planning	Hourly	$33.77	15	November
Given, Sarah	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,443.20	Monthly	January-June
Goldenberg, Jennifer	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Gomez, Jennifer	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-May
Godley, Elizabeth	Bret Harte	Intervention Teaching	Hourly	$45.52	352	December-May
Godley, Elizabeth	Bret Harte	Intervention Planning	Hourly	$33.77	88	December-May
Grair, Diane	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,234.25	1	January-June
Gribble, Laura	Muir	Intervention Teaching	Hourly	$45.52	4	December
Gribble, Laura	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,198.09	Monthly	January-May
Griffith, Jennifer	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,627.47	Monthly	January-May
Grigorian, Grant	BHS	Intervention Planning	Hourly	$33.77	7.5	December
Grimshaw, Doug	BHS	Stipend Dept. Chair Soc.Sci	Stipend	$738.50	2	August-May

Grote, Laura	Muir	Intervention Planning	Hourly	$33.77	133.28	January-May
Hammell, Robert	BHS	Stipend Dept. Chair Math	Stipend	$1,477.00	2	August-May
Hammell, Robert	Inst. Serv.	Intervention Planning	Hourly	$33.77	1	December
Hammell, Robert	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,579.05	Monthly	January-June
Henderson, Jeff	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-June
Henry, Tracy	BHS	Intervention Planning	Hourly	$33.77	10.36	October
Henry, Tracy	BHS	Intervention Planning	Hourly	$33.77	21	October
Hess-Witucki, Margaret	Spec. Ed.	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Howard, Cathy	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Howitt, Elayne	Adult Sch.	Stipend Dept. Chair FACTS	Stipend	$1.477.00	Monthly	August-December
Howitt, Elayne	Spec. Ed.	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Ivankovic, Patricia	Spec. Ed	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Jackson, Kristen	Providencia	Class Coverage	Hourly	$46.60	12	January
James, Stephen	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,706.15	Monthly	January-May
Janke, Raina	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,529.60	Monthly	January-May
Junkermeier, Joshua	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,467.65	Monthly	January-June
Kalachi, Monique	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,393.78	Monthly	January-May
Kelly, Laury	Inst. Serv.	Intervention Planning	Hourly	$33.77	38	December
Kelly, Laury	Miller	Class Coverage	Hourly	$46.60	2	December
King, Jennifer L.	Spec. Ed.	Hourly Equivalent	Hourly	$72.79	15	October-November
King, Jennifer L.	Spec. Ed.	Home Teacher	Hourly	$36.09	57	January - March
Koontz, James	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Kovner, Danielle	Inst. Serv.	Intervention Teachin	Hourly	$45.52	1	December
Kovner, Danielle	Inst. Serv.	Intervention Planning	Hourly	$33.77	9	December
Kubler, Laura	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,730.60	Monthly	January-May
Kuester, Danielle	Inst. Serv.	Intervention Planning	Hourly	$33.77	4	December
Lam-Ziegler, Janet	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Lee, Dara	Inst. Serv.	Intervention Planning	Hourly	$33.77	30	December-May
Leonard, Mark	Providencia	Intervention Teaching	Hourly	$45.52	4	January
Lerner, Lia	Adult Sch.	Stipend Dept. Chair ESL	Stipend	$1,477.00	Monthly	August-December
Levy-Austin, Sue	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Lohr, Jason	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,580.56	Monthly	January-June
Lopez, Yesenia	BHS	Intervention Planning	Hourly	$33.77	43.74	August-May
Lor, My	Emerson	Class Coverage	Hourly	$46.60	.33	November
Magallon, Matt	JBHS	Coaching Stipend Baseball	Stipend	$1,367.33	3	February-April
Marinelli, Jean	Inst. Serv.	Intervention Teachin	Hourly	$45.52	7.5	December
Martell-Ruiz, Annabel	Inst. Serv.	Intervention Planning	Hourly	$33.77	3	December
Martin, Nancy	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Martinez-Raluy, Lisa	Luther	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Matsui von Guetzow, S	Harte	Class Coverage	Hourly	$46.60	3	January

McGinnis, Ernie	BHS	Stipend Dept. Chair Soc.Sci	Stipend	$738.50 2	1	August-May
McHorney, Debbie	BHS	Class Coverage	Hourly	$46.60	6	November
McHorney, Doborah	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,730.60	Monthly	January-May
McKain, Allison	BHS	Stipend Dept. Chair Phys. Ed.	Stipend	$1,477.00	2	August-May
McKain, Allison	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,470.64	Monthly	January-June
McMenamin, Patrick	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,627.46	Monthly	January-June
Mehta, Michelle	Washington	Intervention Planning	Hourly	$33.77	20	January - June
Menke, Erica	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,083.55	Monthly	January-May
Menke, Erica	Spec. Ed.	.2 FTE Addtl. Assgnmt.	Stipend	$1,083.55	Monthly	January-May
Mercado, John	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-June
Messian, Laura	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,393.15	Monthly	January-June
Meza, Abraham	Adult Sch.	Stipend Dept. Chair Academic	Stipend	$1,477.00	Monthly	August-December
Michalopoulos, Anjanette	Inst. Services	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-May
Michelman, Setaporn	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,679.49	Monthly	January-May
Mieliwocki, Rebecca	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January
Miller, Kimbra	Spec. Ed.	Home Teacher	Hourly	$36.09	103	January - May
Miller, Wendy	BHS	Stipend Dept. Chair English	Stipend	$1,477.00	2	August-May
Miller, Wendy	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-June
Minasyan, Armineh	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,627.47	Monthly	January-June
Minasyan, Maria	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,603.02	Monthly	January-June
Morgan, Kelsey	Muir	Intervention Teaching	Hourly	$45.52	40	January-May
Moses, Jennifer	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Murphy, Bridget	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-May
Nicol, Doug	JBHS	Coaching Stipend Softball	Stipend	$1,367.33	3	February-April
Norberg, Mark	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,283.02	Monthly	January-May
Olkowski, Josh	Inst. Serv.	Intervention Teachin	Hourly	$45.52	1	December
Orsini, Marianna	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,344.53	Monthly	January-June
Peebles, John	BHS	Coaching Stipend Cr.Cnt CIF	Stipend	$191.00	2	November
Peebles, John	JBHS	Coaching Stipend Track/Field	Stipend	$1,872.33	3	February-April
Pelino, Julie	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,603.02	1	November
Perez, Kimberly	Inst. Serv.	Intervention Teachin	Hourly	$45.52	3	December
Perlis, Deborah	BHS	Stipend Dept. Chair SPED	Stipend	$738.50	2	August-May
Perlis, Deborah	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,344.53	Monthly	January-May
Phan, Loi	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-June
Reaves, Harvey	BHS	Intervention Planning	Hourly	$33.77	3	December
Rice, Kenneth	Inst. Serv.	Intervention Planning	Hourly	$33.77	3	December
Roberts, Robyn	Washington	Intervention Planning	Hourly	$33.77	20	January - May
Robman, Samantha	Emerson	Class Coverage	Hourly	$46.60	.33	November
Rodney, John	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,554.60	Monthly	January-May
Rothacher, Lynn	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May

Ruback, Sharyl	Spec. Ed.	.2 FTE Addtl. Assgnmt.	Stipend	$1,482.04	Monthly	January-May
Schackne, Jessica	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,627.47	Monthly	January-May
Seale, Andrea	Inst. Serv.	Intervention Planning	Hourly	$33.77	12	December
Seale, Andrea	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-May
Servic, Branko	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,778.93	Monthly	January-May
Setaghian, Natalie	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,627.47	Monthly	January-June
Simonds, Gregory	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,198.09	Monthly	January-June
Singer, Jane	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Smith, Donna	Muir	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-May
Steinberg, Steven	CC	Addtl. Hours at Assignment	Hourly	$20.63	20	August - December
Stewart, Jenna	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,554.60	Monthly	January-June
Tadevosian, Valentine	CC	Addtl. Hours at Assignment	Hourly	$19.66	25	November - December
Thomas, Julie	Disney	Intervention Teaching	Hourly	$45.52	25	January - March
Thomas, Julie	Disney	Intervention Planning	Hourly	$33.77	9	January-March
Thomas-Pickett J.	BHS	Stipend Dept. Chair VAPA	Stipend	$1,477.00	2	August-May
Tineo, Deidra	Inst. Serv.	Class Coverage	Hourly	$46.60	30	January
Tobin, Jill M.	JBHS	Intervention Planning	Hourly	$33.77	200	January-May
Tobin, Randy	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$851.47	Monthly	January-June
Topalian, Talar	Inst. Serv.	Intervention Planning	Hourly	$33.77	14	December
Topalian, Talar	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,730.60	Monthly	January-May
Tubbs, Margarita	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,467.65	Monthly	January-May
Turner, Marcus	BHS	Stipend Dept. Chair Health	Stipend	$1,477.00	2	August-May
Tutak, Chris	Adult Sch.	Stipend Dept. Chair Parent Ed	Stipend	$1,477.00	Monthly	August-December
Valencia, Hector	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,706.15	Monthly	January-June
Varma, Arti	Inst. Serv.	Intervention Planning	Hourly	$33.77	9	December
Varma, Arti	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,406.80	Monthly	January-May
Velasco, Yvette	BHS	Stipend Dept. Chair Wrld. Lang.	Stipend	$1,477.00	2	August-May
Vorachak, Sonlay	Inst. Serv.	.2 FTE Addtl. Assgnmt.	Stipend	$1,437.72	Monthly J	anuary-May
Waters, Melissa	Inst. Serv.	Intervention Teachin	Hourly	$45.52	5	December
Wells, John	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,325.60	Monthly	January-June
Williams, Carol	BHS	Stipend Dept. Chair SPED	Stipend	$738.50	2	August-May
Winn, Amy	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,679.49	Monthly	January-June
Woo, Misik	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,803.38	Monthly	January-June
Zadoorian, Selin	BHS	.2 FTE Addtl. Assgnmt.	Stipend	$1,627.47	Monthly	January-June
Zakarian, Vivian	Emerson	Class Coverage	Hourly	$46.60	.33	November
Zepeda, Dolores	CC	Addtl. Hours at Assignment	Hourly	$22.73	1.75	November

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Retirement								
MARTINEZ, Vilma	Accounting Technician III-Accounts Payable	01.0-00000.0-00000-72000-2410-7470000	1.0	40-VI	A	01-14-22		Fiscal Services Began Service 04-07-16
MYER, Ellen	Instructional Assistant-Special Education	01.0-33100.0-57602-11200-2110-4320000	.75	32-VI	D	01-26-22		Burroughs High School Began Service 09-27-89
ROWSEY, Carol	Office Assistant – Elementary	01.0-00000.0-00000-27000-2410-2150000	1.0	34-VI	C	02-04-22		Stevenson Elementary School Began service 03-08-99
Resignation								
CATES, Lisa	Office Assistant – Elementary	01.0-00000.0-00000-27000-2410-2020000	1.0	34-VI	C	01-21-22		Edison Elementary School
CIENFUEGOS, Rosa	Food Service Assistant	13.0-53100.0-00000-37000-2210-2010000	.3125	27-IV	D	01-13-22		Disney Elementary
FLORES, Daniel	School Safety/Utility Custodian	01.0-00000.0-00000-82100-2210-5750000 01.0-00000.0-00000-83000-2210-5750000	.50 .50	35-IV	D	01-14-22		Adult School
HALL, Margaret	Instructional Assistant-English Language Development	01.0-01501.0-47600-10000-2110-2010000 01.0-01500.0-47600-10000-2110-2010000	23.08 76.92	32-VI	D	01-12-22		Disney Elementary
HALL, Margaret	Fee Base Teacher	11.0-00639.0-41120-10000-2130-5330000		$29.51	F	01-12-22		Burbank Adult School
Leave								
CL 0085-22		01.0-00000.0-00000-82100-2210-575000 01.0-00000.0-00000-83000-2210-575000	.5 .5	35-IV	D	01-03-22	01-14-22	Human Resources
BONILLA, Cindy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-744000	.8125	40-V	D	01-10-22	04-01-22	Special Education Child Bonding Leave
CASTILLO, Carol	Senior Attendance Technician	01.0-00000.0-00000-27000-2410-432000	.6875	39-V	A	01-06-22	02-04-22	Home Responsibility Burroughs High School
JESSOE, Jennifer	Occupational Therapist	01.0-65000.0-57601-31409-2210-744000	1.0	E-7	B	01-18-22	05-31-22	Special Education Home Reasonability
MARKOSIAN, Alice	Payroll Technician	01.0-00000.0-0000-72000-2410-7470000	1.0	45-VI	A	01-10-22	04-01-22	Payroll Child Bonding Leave

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
Leave (Continued)								
SEFERYAN, Anna	Instructional Assistant – English Language Development	01.0-01500.0-47600-10000-2110-210000	.375	32-VI	D	12-18-21	02-28-22	Miller Elementary School Home Responsibility extended
Additional Compensation for Longevity								
CASA, Ines	Senior Food Service Assistant Canteen	13.0-53100.0-00000-37000-2210-7490002	56.00	29-VI	D	01-01-22		Huerta Middle School 10 yrs./$115/mo.
	Food Service Assistant	13.0-53100.0-00000-37000-2210-2060000	44.00	27-VI	D	01-01-22		
SARAH, Amal	Instructional Assistant – Special Education	01.0-33100.0-57602-11200-2110-4320000		32-VI	D	01-01-22		Burroughs High School 15 yrs./$148/mo.
TRAN, Lisa	Occupational Therapist	01.0-65000.0-57601-31409-2211-7440000		E-7	B	01-01-22		Special Education 9 yrs./$201/mo.
Change of Assignment – Classification/Location/FTE								
CHORA, Josefina	Food Service Cook II	13.0-53100.0-00000-37000-2210-3210000	.7813	31-VI	D	01-25-22		Huerta Middle School
HARVEL, Eric	Food Service Cook III	13.0-53100.0-00000-37000-2210-3200000 13.0-53100.0-00000-37000-2210-7490002	21.43 78.57	33-VI	D	01-24-22		Luther Middle School
NANEZ ARCIVA, Brenda	Food Service Supervisor II	13.0-53100.0-00000-37009-2312-3220000	1.0	S-4	D	01-13-22		Muir Middle School
NGUYEN-MAI, Yen	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2110-2100000	.6250	32-VI	D	12-08-21		Miller Around the Bell
Temporary Change of Assignment								
MIKAYELYAN, Angela	Food Service Kitchen Operator	13.0-53100.0-00000-37000-2210-2130000	.6875	32-VI	D	01-03-22	01-24-22	Providencia Elementary Changed end date
NANEZ ARCIVA, Brenda	Food Service Supervisor II	13.0-53100.0-00000-37009-2312-3220000	1.0	S-4	D	08-16-21	01-12-22	Muir Middle School Changed end date
SOLIS, Gloria	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2090000	.6875	32-II	D	01-03-22	03-31-22	McKinley Elementary
Election – Monthly								
CHANG, Samantha	Food Service Assistant	13.0-53100.0-00000-37000-2210-4320000	.1875	27-I	D	01-24-22		Burroughs High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly (Continued)								
HONG, Hyun-Jung	Elementary School Aide	01.0-00000.0-11100-10009-2910-2102000	.375	27-I	D	01-22-22		Miller Elementary School
ISAIAN, Helen	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2110-2030000	.1875	32-VI	D	12-07-21		Emerson Elementary School
PHAN-MUNOZ, Annie	Elementary School Aide	01.0-00000.0-11100-10009-2910-2102000	.1875	27-I	D	01-24-22		Miller Elementary School
RIVERA, Audrie	Food Service Assistant	13.0-53100.0-00000-37000-2210-2090000	.375	27-I	D	01-24-22		McKinley Elementary
ZOMETA, Fatima	Food Service Assistant	13.0-53100.0-00000-37000-2210-4320000	.2813	27-I	D	01-24-22		Burroughs High School
Election – Additional Assignment								
AVAKIAN, Jacqueline	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2110-2150000	.1875	32-I	D	08-16-21		Stevenson Around the Bell
Election – Hourly								
CABRAL, Marisol	Food Services Cook III	13.0-53100.0-00000-37000-2230-3210000		33-VI	D	12-01-21	05-26-22	Huerta Middle School
COCA, Leslie	Instructional Assistant – English Language Development	01.0-42030.0-47600-10012-2130-7429000		32-VI	D	01-24-22	04-28-22	Jefferson Elementary
COLLIER, Jasmine	School Aide Elementary	01.0-00000.0-11100-10009-2960-7552000		27-I	G	09-28-21		Human Resources
CORNEJO, Yolanda	Instructional Assistant – Children's Center	12.0-90603.0-00010-10000-2130-5300000		32-VI	D	01-03-22	01-31-22	Children's Center
EVARTRAZIAN, Alice	Instructional Assistant – Children's Center	12.0-90603.0-00010-10000-2130-5300000		32-VI	D	11-01-21	01-31-22	Children's Center
GRAIR, Nivine	Elementary School Aide	01.0-00000.0-11100-10009-2960-2062000		27-VI	D	01-01-22	05-27-22	Jefferson Elementary
LURIE, Jennifer Lyn	Budget/Accounting Tech	01.0-00000.0-00000.72000-2440-7470000		48-I	G	11-16-21		Human Resources
MIKAYEYAN, Angela	Food Service Assistant	13.0-53100.0-00000-37000-2230-4310000		27-VI	D	12-01-21	05-26-22	Burbank High School
MIRZAKHANIAN, Alice	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2160000 12.0-90602.0-11100-10000-2140-2160000		32-VI	D	01-03-22	01-31-22	Children's Center
MOYA, Edward	Elementary School Aide	01.0-00000.0-11100-10009-2960-2062000		27-V	D	01-01-22	05-27-22	Jefferson Elementary
PRESIADO, Tiffany	Elementary School Aide	01.0-00000.0-11100-10009-2930-2151000		27-I	D	01-01-22	05-26-22	Stevenson Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
RAAB, Cassandra Elizabeth	Campus Supervision Assistant	01.0-00000.0-00000-83000-2260-7550000		35-I	G	12-20-21		Human Resources
SMITH, Kristie	Attendance Clerk	01.0-32130.0-00000-27000-2430-3219000		33-III				
WEINMULLER, Jodi	Elementary School Aide	01.0-00000.0-11100-10009-2960-2062000		27-I	D	01-01-22	05-27-22	Jefferson Elementary
Election – Walk on Coach								
DE GUZMAN, Jarod	Short Term Athletic	01.0.00000.0-15001-42000-2171-4310000		14.00	F	09-01-21	05-27-22	Burbank High School
NAZARYAN, Armen	Short Term Athletic	01.0-00000.0-15001.42000.2171-4310000		14.00	F	11-02-21	05-31-22	Burbank High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

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22000053	MOTION AND FLOW CONTROL PRODUCTS INC	C/O 2: REVISE VENDOR NAME; 2021-22 BLANKET ORDER; EQUIPMENT REPAIR AND MAINTENANCE MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$800.00
22000091	HYDRAULIC INDUSTRIAL PLUMBING SUPPLY	C/O 2: INCREASE BY $2,000.00; 2021-22 BLANKET ORDER; PLUMBING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$14,000.00
22000094	JOHNSTONE SUPPLY	C/O 1: INCREASE ORDER BY $6,000.00; 2021-22 BLANKET ORDER; REPAIR AND MAINTENANCE SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$17,000.00
22000095	LOWE'S HOME IMPROVEMENT	C/O 1: INCREASE BY $3,000.00; 2021-22 BLANKET ORDER; ELECTRICAL SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$8,000.00
22000096	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: INCREASE BY $3,000.00; 2021-22 BLANKET ORDER; OFFICE SUPPLIES	BURBANK HIGH SCHOOL	010	$6,000.00
22000097	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: INCREASE BY $5,000.00; 2021-22 BLANKET ORDER; CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$10,000.00
22000259	REFRIGERATION SUPPLIES DIST	C/O 1: INCREASE ORDER BY $8,000.00; 2021-22 BLANKET ORDER; HVAC REPAIR MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$32,500.00
22000309	U S BANK	C/O 1: INCREASE BY $750.00; 2021-22 BLANKET ORDER; GENERAL OBLIGATION BONDS ADMINISTRATION FEES; SPECIAL RESERVE FUNDS	FISCAL SERVICES	400	$2,250.00
22000348	J.W. PEPPER & SONS, INC	C/O 1: INCREASE ORDER BY $71.00; 2021-22 BLANKET ORDER; INSTRUCTIONAL MATERIALS; MUSIC	BURBANK HIGH SCHOOL	010	$471.00
22000358	WAXIE SANITARY SUPPLY	C/O 1: INCREASE BY $650.00; 2021-22 BLANKET ORDER; MAINTENANCE SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS; OMNIA PB CONTRACT #202329-01	FACILITIES PLANNING SERVICES	010	$2,650.00
22000404	P & R PAPER SUPPLY COMPANY	C/O 1: INCREASE BY $25,000.00; 2021-22 BLANKET ORDER; CAFETERIA SUPPLIES & PAPER GOODS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$75,000.00
22000579	SMART & FINAL STORES CORP	C/O 3: INCREASE BY $121.00; 2021-2022 BLANKET ORDER; CULINARY ARTS SUPPLIES	MUIR MIDDLE SCHOOL	010	$1,576.00
22000622	AMS.NET INC	C/O 1: INCREASE BY $32,000.00 - BD 1/20/22; PROFESSIONAL SERVICES AGREEMENT; TECHNOLOGY SUPPORT; BOARD APPROVED 7/15/21	TECHNOLOGY SERVICES	010	$50,400.00

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22000833	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: INCREASE BY $1,000.00; 2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$3,500.00
22000972	C R LAURENCE CO	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$37.03
22000973	AA1 GRAPHICS & SIGNS	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$496.13
22001093	SCHOOL ZONE TRANSPORTATION	C/O 2: INCREASE BY $7,636.00; 2021-22 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS	BURBANK HIGH SCHOOL	010	$27,636.00
22001094	TRANSIT SYSTEMS UNLIMITED, INC	C/O 3: INCREASE BY $2,000.00; 2021-22 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS	BURBANK HIGH SCHOOL	010	$10,945.00
22001207	SHIFFLER EQUIPMENT SALES, INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$385.81
22001551	PACIFIC LIFT AND EQUIPMENT CO, INC	C/O 1: INCREASE BY $17,746.69; FURNISH AND INSTALL IN-GROUND LIFT AT DISTRICT SERVICE CENTER; DEFERRED MAINTENANCE FUNDS	FACILITIES SERVICES	140	$57,578.60
22001554	ICS SERVICE CO.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$627.79
22001683	4A CRANE SERVICE CO.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$700.00
22001684	TARGET SPECIALTY PRODUCTS	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$501.64
22001765	LINCOLN AQUATICS	POOL MAINTENANCE	FACILITIES SERVICES	010	$1,953.63
22001767	DeSOTO SALES, INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$163.00
22001768	SHIFFLER EQUIPMENT SALES, INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$133.89
22001770	DeSOTO SALES, INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$153.58
22001776	AMAZON CAPITAL SERVICES	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; MAA FUNDS	MILLER ELEMENTARY	010	$231.54
22001910	AMAZON CAPITAL SERVICES	C/O 1: REDUCE QUANTITY; CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$364.94
22001926	GOPHER SPORT	C/O 1: CANCEL ITEM; PHYSICAL EDUCATION SUPPLIES	STEVENSON ELEMENTARY	010	$452.54
22001928	MEDCO SUPPLY CO	C/O 1: CANCEL ITEM; ATHLETIC TRAINING SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$1,705.06
22001967	PROCARE THERAPY	C/O 1: INCREASE BY $7,600.00 - BD 12/16/21; PROFESSIONAL SERVICES; OCCUPATIONAL THERAPIST; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/4/21	SPECIAL EDUCATION	010	$44,080.00
22002063	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEM; TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,845.58
22002125	CULBERTSON, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR CLASSROOM AND MEETING SUPPLIES	PROVIDENCIA ELEMENTARY	010	$280.95
22002126	PRO LINE GYM FLOORS INC.	GYM FLOOR MAINTENANCE AT JOHN BURROUGHS HIGH SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$4,350.00

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22002127	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	EDJOIN ACCOUNT FEES; BOARD APPROVED 6/3/21	PERSONNEL SERVICES	010	$3,675.00
22002128	UME FEDERAL CREDIT UNION	MAGAZINE SUBSCRIPTIONS; GIFT FUNDS	EDISON ELEMENTARY	010	$440.00
22002129	N2Y	SOFTWARE LICENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/17/21	SPECIAL EDUCATION	010	$493.76
22002130	BOOKPAL, LLC	BOOKS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$825.22
22002131	GIUMELLI, CYNTHIA	REIMBURSEMENT TO ASES SITE COORDINATOR FOR CLASSROOM SUPPLIES	CHILD DEVELOPMENT SERVICES	010	$24.42
22002132	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS	DOLORES HUERTA MIDDLE SCHOOL	010	$847.09
22002133	COUNTY OF LOS ANGELES, DEPT OF PUBLIC HEALTH	LATE FEE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$125.00
22002134	GORILLA STATIONERS LLC	PPE SUPPLIES; ESSER FUNDS	WAREHOUSE	010	$9,183.83
22002135	SCHOOL OUTFITTERS	AUDIO VISUAL SUPPLIES	PROVIDENCIA ELEMENTARY	010	$2,027.51
22002136	REFRIGERATION SUPPLIES DIST	HVAC SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$4,146.77
22002137	MULTI-HEALTH SYSTEMS	TESTING MATERIALS	SPECIAL EDUCATION	010	$378.00
22002138	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES AND FURNITURE; SPECIAL EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$141.05
22002139	A & A SEWING MACHINE & PARTS CO	INSTRUCTIONAL EQUIPMENT REPAIR; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$965.00
22002140	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES	MUIR MIDDLE SCHOOL	010	$429.86
22002141	ANDERSON, LAURA LEE	CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND VIRTUAL ASSEMBLIES; TITLE I FUNDS; BOARD APPROVED 11/18/21	WASHINGTON ELEMENTARY	010	$1,250.00
22002142	ATI RESTORATION LLC	MOLD REMEDIATION AT WASHINGTON ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$5,781.34
22002143	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	TECHNOLOGY SERVICES	213	$7,430.85
22002144	REMEDIA PUBLICATIONS	INSTRUCTIONAL MATERIALS	LUTHER BURBANK MIDDLE SCHOOL	010	$299.53
22002145	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$198.67
22002146	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$399.42
22002147	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	BURBANK HIGH SCHOOL	010	$88.09
22002148	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FEE FOR MUIR MIDDLE SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$450.00
22002149	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$132.21

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22002150	FUN EXPRESS LLC	INSTRUCTIONAL SUPPLIES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$58.50
22002151	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$286.21
22002152	BOHNHOFF LUMBER CO.	INSTRUCTIONAL MATERIALS	JOHN BURROUGHS HIGH SCHOOL	010	$650.42
22002153	PIERCE, EMILY	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$99.00
22002154	COMPLETE BUSINESS SYSTEMS	OFFICE SUPPLIES	MILLER ELEMENTARY	010	$534.55
22002155	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	WAREHOUSE STOCK; COPY PAPER	WAREHOUSE	010	$30,329.78
22002156	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$78.02
22002157	AMAZON CAPITAL SERVICES	CLASSROOM FURNITURE; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$183.68
22002158	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	WASHINGTON ELEMENTARY	010	$68.51
22002159	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$107.63
22002160	AMAZON CAPITAL SERVICES	2021-22 BLANKET ORDER; OFFICE SUPPLIES	FISCAL SERVICES	010	$500.00
22002161	CARROLL, BRETT	REIMBURSEMENT TO TEACHER FOR CLASSROOM EQUIPMENT	BURBANK HIGH SCHOOL	010	$1,813.66
22002162	DICK BLICK CO	ART SUPPLIES	MUIR MIDDLE SCHOOL	010	$120.65
22002163	GOPHER SPORT	PLAYGROUND SUPPLIES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$803.63
22002164	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES	EDISON ELEMENTARY	010	$138.46
22002165	SOUTHWINDS TRANSPORTATION	STUDENT TRANSPORTATION; GRADNITE; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$10,805.40
22002166	PALOS SPORTS	PHYSICAL EDUCATION SUPPLIES	STEVENSON ELEMENTARY	010	$182.41
22002167	UME FEDERAL CREDIT UNION	CLASSROOM FURNITURE	BURBANK HIGH SCHOOL	010	$267.43
22002168	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$12,618.75
22002169	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	EMERSON ELEMENTARY	010	$64.49
22002170	AMAZON CAPITAL SERVICES	AUDIO SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$24.23
22002171	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	EMERSON ELEMENTARY	010	$61.53
22002172	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$275.61
22002173	AMAZON CAPITAL SERVICES	ART SUPPLIES; ARTS FOR ALL FUNDS	BURBANK HIGH SCHOOL	010	$50.52

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22002174	MAXIM HEALTHCARE SERVICES, INC	CONSULTANT AGREEMENT; BEHAVIORAL SUPPORT; CHILD DEVELOPMENT FUNDS; BOARD APPROVED 12/16/21	CHILD DEVELOPMENT SERVICES	120	$10,000.00
22002175	AMAZON CAPITAL SERVICES	STUDENT AWARDS	PROVIDENCIA ELEMENTARY	010	$159.75
22002176	LEARNING A-Z	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/17/21	DISNEY ELEMENTARY	010	$1,296.00
22002177	AMAZON CAPITAL SERVICES	SAFETY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$91.95
22002178	AMAZON CAPITAL SERVICES	BOOKS; TITLE III - LEP FUNDS	MC KINLEY ELEMENTARY	010	$204.99
22002179	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$25.35
22002180	PARRILL, AIMEE	REIMBURSEMENT TO PARENT FOR DONATION SERVICE; GIFT FUNDS	STEVENSON ELEMENTARY	010	$99.00
22002181	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$120.38
22002182	SALYERS, JENNIFER	REIMBURSEMENT TO PARENT FOR CUSTOM SHIRTS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$840.77
22002183	STOCKTON, STEPHANIE	REIMBURSEMENT TO PARENT FOR STUDENT REWARDS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$50.00
22002184	SCHNEE, KAREN	PROFESSIONAL SERVICES; SPEECH AND LANGUAGE IEE; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/18/21	SPECIAL EDUCATION	010	$4,180.00
22002185	AMAZON CAPITAL SERVICES	BOOKS	ROOSEVELT ELEMENTARY	010	$495.55
22002186	ENTERPRISE FM TRUST	FACILITIES VEHICLE PAYOFF; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$91,714.00
22002187	JUNIOR LIBRARY GUILD	BOOKS; LCAP-EIA/LEP	MUIR MIDDLE SCHOOL	010	$1,006.46
22002188	SPORTS FACILITIES GROUP INC	REPAIR BASKETBALL STRUCTURE AT JBHS GYM; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$995.00
22002189	SPORTS FACILITIES GROUP INC	REPAIR OF BLEACHERS AT BHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,950.00
22002190	CAUBLE, MAYA	REIMBURSEMENT TO PARENT FOR FUNDRAISER PRIZES; GIFT FUNDS	EMERSON ELEMENTARY	010	$26.46
22002191	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$501.78
22002192	AMAZON CAPITAL SERVICES	HEALTH SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$63.93
22002193	AMAZON CAPITAL SERVICES	BOOKS; ARTS FOR ALL FUNDS	MILLER ELEMENTARY	010	$468.40
22002194	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$211.21
22002195	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	MUIR MIDDLE SCHOOL	010	$164.20
22002196	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; LEARNING RECOVERY SUPPORT FUNDS	SPECIAL EDUCATION	010	$1,172.34

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22002197	SCHOOL SPECIALTY, INC	PHYSICAL EDUCATION SUPPLIES	DISNEY ELEMENTARY	010	$148.10
22002198	UME FEDERAL CREDIT UNION	ART SUPPLIES; ARTS FOR ALL FUNDS	BURBANK HIGH SCHOOL	010	$1,333.51
22002199	ZOOM VIDEO COMMUNICATIONS INC	CARRYOVER PO #21002326; SOFTWARE SUBSCRIPTION; ESSER III FUNDS; BOARD APPROVED 2/4/21	INSTRUCTIONAL SERVICES	010	$38,942.10
22002200	PAUL, MICHAEL G	CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 11/18/21	BRET HARTE ELEMENTARY	010	$13,500.00
22002201	KREISBERG, ROBYN	CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/2/21	EDISON ELEMENTARY	010	$1,600.00
22002202	IMAGINE LEARNING, INC.	SOFTWARE LICENSES; TITLE III IMMIGRANT & TITLE III LEP FUNDS	MC KINLEY ELEMENTARY	010	$4,500.00
22002203	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$51.80
22002204	APPLE COMPUTER ED SALES	APPLE APP CREDIT VOUCHER; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$3,500.00
22002205	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	JEFFERSON ELEMENTARY	010	$96.69
22002206	N2Y	SOFTWARE LICENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/17/21	SPECIAL EDUCATION	010	$2,405.85
22002207	SPORTSFIELD SPECIALTIES INC	TENNIS COURT NETTING REPAIR AT JOHN BURROUGHS HIGH SCHOOL AND BURBANK HIGH SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$4,690.00
22002208	KULBERG, SHARI	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$15.60
22002209	FOUNDATION BUILDING MATERIALS	BUILDING MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$330.42
22002210	NAKASHIMA, KAREN	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$101.84
22002211	MATIC, MARICHELLE	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE AND CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$108.58
22002212	ARETELABS	MATH COMPETITION FEES	DOLORES HUERTA MIDDLE SCHOOL	010	$225.00
22002213	GRINNELL, BRENDA	TECHNOLOGY SUPPLIES	PROVIDENCIA ELEMENTARY	010	$26.86
22002214	AMAZON CAPITAL SERVICES	OFFICE SUPPLY	EDISON ELEMENTARY	010	$8.59
22002215	AMAZON CAPITAL SERVICES	PHYSICAL EDUCATION SUPPLIES	DISNEY ELEMENTARY	010	$197.45
22002216	UME FEDERAL CREDIT UNION	BLUEPRINT SERVICE; SPECIAL RESERVE FUNDS FOR CAPITAL OUTLAY PROJECTS	FACILITIES SERVICES	400	$176.92
22002217	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	BRET HARTE ELEMENTARY	010	$188.53

BOARD DETAIL REPORT

Printed between 12/07/2021 & 01/10/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22002218	AMAZON CAPITAL SERVICES	AUDIO VISUAL SUPPLIES	SPECIAL EDUCATION	010	$36.37
22002219	SCHOOL SPECIALTY, INC	CLASSROOM FURNITURE; GIFT FUNDS	DISNEY ELEMENTARY	010	$764.65
22002220	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS; GENERAL UNRESTRICTED AND ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$1,118.12
22002221	HESS AND ASSOCIATES, INC.	PROFESSIONAL SERVICES AGREEMENT; ELECTRONIC TIME & ATTENDANCE REPORTING; BOARD APPROVED 3/18/21	FISCAL SERVICES	010	$27,500.00
22002222	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; K12 STRONG WORKFORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$40,245.97
22002223	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; K12 STRONG WORKFORCE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3,256.62
22002224	MACIAS, OSCAR	REIMBURSEMENT TO PRINCIPAL FOR MEETING SUPPLIES; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$594.19
22002225	GRIBBLE, LAURA	REIMBURSEMENT TO TEACHER FOR OFFICE SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$16.45
22002226	AMAZON CAPITAL SERVICES	AUDIO VISUAL SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$170.33
22002227	COMPLETE BUSINESS SYSTEMS	OFFICE SUPPLIES	EDISON ELEMENTARY	010	$131.83
22002228	WESTLAKE PRO, INC.	AUDIO EQUIPMENT; ARTS FOR ALL FUNDS	MC KINLEY ELEMENTARY	010	$4,213.07
22002229	GRUESCHOW, ANDREW J	CONSULTANT AGREEMENT; MUSIC AND DANCE WORKSHOP; GIFT FUNDS; BOARD APPROVED 10/7/21	JEFFERSON ELEMENTARY	010	$5,610.00
22002230	ASHKENAZI, NIV	CONSULTANT AGREEMENT; VIOLIN PERFORMANCE; GIFT FUNDS; BOARD APPROVED 11/18/21	ROOSEVELT ELEMENTARY	010	$600.00
22002231	ALL FOR KIDZ INC	CONSULTANT AGREEMENT; VIRTUAL ASSEMBLY; GIFT FUNDS; BOARD APPROVED 1/20/22	JEFFERSON ELEMENTARY	010	$1,400.00
22002232	DE LA TORRE, MARIA	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES; ARTS FOR ALL FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$500.00
22002233	ACE BUSINESS MACHINES, INC.	EQUIPMENT REPAIR; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$185.00
22002234	HWANG, MOLLY	REIMBURSEMENT TO PRINCIPAL FOR STUDENT REWARDS; GIFT FUNDS	DISNEY ELEMENTARY	010	$50.00
22002235	DICK BLICK CO	ART SUPPLIES; K12 STRONG WORKFORCE GRANT	BURBANK HIGH SCHOOL	010	$472.85
22002236	MACIAS, SANDRA	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES; ARTS FOR ALL FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$427.63
22002237	UNIVERSAL ASPHALT CO	ADA STRIPING AND SIGNAGE AT DISTRICT OFFICE; UNIT PRICE BID 1920-018; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$1,500.00
22002238	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES	EDISON ELEMENTARY	010	$227.60
22002239	TARGET SOLUTIONS LEARNING, LLC	SOFTWARE LICENSE; BOARD APPROVED 9/2/21	PERSONNEL SERVICES	010	$3,000.00

BOARD DETAIL REPORT

Printed between 12/07/2021 & 01/10/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22002240	UME FEDERAL CREDIT UNION	STAFF SHIRTS; FILM LA FUNDS	FACILITIES PLANNING SERVICES	010	$5,538.66
22002241	AREY JONES EDUCATIONAL SOLUTIONS	SOFTWARE LICENSES; ESSER III FUNDS; BOARD APPROVED 1/20/22	TECHNOLOGY SERVICES	010	$14,112.00
22002242	NORTHSTAR AV	AUDIO VISUAL SUPPLIES	EDISON ELEMENTARY	010	$244.76
22002243	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES	BRET HARTE ELEMENTARY	010	$147.30
22002244	ASHLEY ADAMS DBA AME EDUCATION SERVICES	CONSULTANT AGREEMENT; PROGRAM MANAGEMENT AND IMPLEMENTATION; GIFT FUNDS; BOARD APPROVED 1/20/22	INSTRUCTIONAL SERVICES	010	$31,867.00
22002245	MACIAS, OSCAR	REIMBURSEMENT TO PRINCIPAL FOR STUDENT REWARDS; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$247.96
22002246	OUT OF THE SHELL DBA YANGS 5TH TASTE	CAFETERIA FOOD; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$11,396.70
22002247	REFRIGERATION HARDWARE SUPPLY CORP	FOOD SERVICE REPAIR MATERIALS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$41.41
22002248	REFRIGERATION HARDWARE SUPPLY CORP	FOOD SERVICE REPAIR MATERIALS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$50.57
22002249	REFRIGERATION HARDWARE SUPPLY CORP	FOOD SERVICE REPAIR MATERIALS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$30.07
22002250	AMAZON CAPITAL SERVICES	AUDIO VISUAL SUPPLIES	STEVENSON ELEMENTARY	010	$203.91
22002251	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$2,398.75
22002252	DICK BLICK CO	ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$639.68
22002253	DICK BLICK CO	ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$231.14
22002254	ANDERSON, LAURA LEE	CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND PROGRAM; BOARD APPROVED 8/5/21	MILLER ELEMENTARY	010	$750.00
22002255	ANDERSON, LUKE	CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND PROGRAM; BOARD APPROVED 8/5/21	MILLER ELEMENTARY	010	$105.00
22002256	UME FEDERAL CREDIT UNION	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$455.65
22002257	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$31.76
22002258	TORO, MARY	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$100.04
22002259	VARSITY SPIRIT FASHIONS AND SUPPLIES LLC	ATHLETICS UNIFORMS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$6,108.73
22002260	SIGN UP INTERPRETING SERVICES, LLC	PROFESSIONAL SERVICES; INTERPRETING SERVICES; BOARD APPROVED 1/20/22	PERSONNEL SERVICES	010	$5,000.00
22002261	GORILLA STATIONERS LLC	PPE SUPPLIES; ESSER FUNDS	WAREHOUSE	010	$5,788.13
22002262	DIGITAL DOLPHIN PRODUCTS	PPE SUPPLIES; ESSER FUNDS	WAREHOUSE	010	$16,104.22

BOARD DETAIL REPORT

Printed between 12/07/2021 & 01/10/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22002263	AMAZON CAPITAL SERVICES	PPE SUPPLIES	PERSONNEL SERVICES	010	$263.28
22002264	HOWARD, COREY	REIMBURSEMENT TO TITLE I COORDINATOR FOR STAFF GIFTS; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$90.00
22002265	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$101.73
22002266	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	COMMUNITY DAY SCHOOL	010	$38.29
22002267	WAZIRKAJOYAN, MIRIAM	REIMBURSEMENT TO PRINCIPAL FOR OFFICE AND MEETING SUPPLIES; GENERAL UNRESTRICTED AND GIFT FUNDS	EMERSON ELEMENTARY	010	$73.04
22002268	OLIVEROS, MARICAR	REIMBURSEMENT TO FUNDRAISING COMMITTEE MEMBER FOR PRIZES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$24.87
22002269	OLIVEROS, MARICAR	REIMBURSEMENT TO FUNDRAISING COMMITTEE MEMBER FOR SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$47.97
22002270	BESTLINK NETWARE INC	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$83.72
22002271	SCHOOL SPECIALTY, INC	ART SUPPLIES	BRET HARTE ELEMENTARY	010	$75.14
22002272	LRA INTERPRETERS, INC.	PROFESSIONAL SERVICES; INTERPRETER; LCFF SUPPLEMENTAL FUNDS	INSTRUCTIONAL SERVICES	010	$337.00
22002273	ENGIE SERVICES U.S. INC.	ANNUAL FEES; ENERGY SERVICES CONTRACT; ON-GOING AND MAJOR MAINTENANCE FUNDS; BOARD APPROVED 3/5/15	FISCAL SERVICES	010	$32,641.02
22002274	2 GUYS TERMITE, INC.	TERMITE INSPECTION AT CDS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$4,000.00
22002275	AARDVARK CLAY & SUPPLIES INC	ART SUPPLIES; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$496.94
22002276	EXPLORELEARNING, LLC	SOFTWARE LICENSE; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$6,797.25
22002277	NOREDINK CORP.	SOFTWARE LICENSE; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$10,000.00
22002278	SCHOOLDUDE.COM INC	SOFTWARE LICENSE; ON-GOING AND MAJOR MAINTENCE FUNDS; BOARD APPROVED 3/18/21	FACILITIES SERVICES	010	$1,222.20
22002279	ULINE - Attn: ACCOUNTS RECEIVABLES	CUSTODIAL SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,357.17
22002280	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$1,227.80
22002281	DEMCO INC	LIBRARY SUPPLIES	STEVENSON ELEMENTARY	010	$127.10
22002282	SHARP FOCUS CREATIVE LLC	CONSULTANT AGREEMENT; FILMMAKING WORKSHOP; GIFT FUNDS; BOARD APPROVED 11/18/21	STEVENSON ELEMENTARY	010	$6,000.00
22002283	FIELDTURF USA INC	DIVOT REPAIRS AT JOHN BURROUGHS HIGH SCHOOL; CITY OF BURBANK-ATHLETIC FIELD FUNDS	FACILITIES SERVICES	010	$4,500.57

BOARD DETAIL REPORT

Printed between 12/07/2021 & 01/10/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
22002284	PREMIER PIPE	DIG UP AND REPLACE MAIN SEWER LINE AT DISNEY ELEMENTARY; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$11,950.00
22002285	B & H PHOTO-VIDEO	LIGHTING EQUIPMENT; ARTS FOR ALL AND ACCOUNTS RECEIVABLE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$6,932.52
22002286	SILVER, SHIRLEY	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$110.30
22002287	RIVERSIDE INSIGHTS	TESTING MATERIALS	SPECIAL EDUCATION	010	$135.61
22002288	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	PROVIDENCIA ELEMENTARY	010	$660.40
22002289	MADMEN MARKETING CONSULTANTS, LLC	PPE SUPPLIES; ESSER FUNDS	WAREHOUSE	010	$45,356.85
22002290	RIVERSIDE INSIGHTS	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,424.98
22002291	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLY	STEVENSON ELEMENTARY	010	$88.38
22002292	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$492.35
22002293	AMAZON CAPITAL SERVICES	PLAYGROUND & CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$35.25
22002294	READ TO THEM INC.	BOOKS; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$4,811.92
22002295	COUNTY OF LOS ANGELES PUBLIC HEALTH	ANNUAL ADMINISTRATIVE FEES FOR BACKFLOW ASSEMBLIES AT VARIOUS SITES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,887.00
22002296	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$1,153.75
22002297	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$2,777.50
22002298	BOX CARS AND ONE-EYED JACKS, INC	CONSULTANT AGREEMENT; VIRTUAL MATH NIGHT; TITLE III LEP FUNDS; BOARD APPROVED 11/18/21	JEFFERSON ELEMENTARY	010	$500.00
22002299	GORILLA STATIONERS LLC	COVID TESTS	WAREHOUSE	010	$71,662.50

PO Count: **208** **Total:** **$1,080,709.28**

Printed between 12/07/2021 & 01/10/2022

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	196	$916,458.86
120	Child Development Fund	2	$10,110.30
130	Cafeteria Fund	6	$86,703.75
140	Deferred Maintenance Fund	1	$57,578.60
213	Building Fund - 3rd Issuance	1	$7,430.85
400	Special Res./for Cap. Outlay	2	$2,426.92
		Total:	**$1,080,709.28**

2/3/2022

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
7122554	7122559	20336244	20336282
7127617	7127755	20337409	20337423
7122982	7123110	20338874	20338902
7125646	7125648	20339857	20339893
7129684	7129686	20341085	20341086
7130782	7130869	20342444	20342496
7133504	7133504	20343350	20343379
7134497	7134549	20344240	20344260
7138602	7138662	20345555	20345558
7141289	7141325	20347533	20347546
7141679	7141681	20349552	20349591
7142253	7142385	20351487	20351522
7145091	7145093	20352472	20352477
7146766	7146793	20353929	20353984
7150072	7150175	20355220	20355275
7155219	7155275	20358009	20358030
7155719	7155732	20359268	20359304
7158118	7158148	20360483	20360514
7158472	7158478	20361847	20361881
7162723	7162819	20362852	20362854
7160918	7161049	20369991	20370035
7163778	7163781	20371568	20371571
7166144	7166179	20375404	20375479
7168073	7168074	20376205	20376237
7169118	7169130	20377367	20377389
7169844	7169882	20378419	20378447
7171983	7171993	20379484	20379513
7176307	7176312	20380263	20380289
7172300	7172437	20381330	20381350
7174973	7174975	20383531	20383562
7177045	7177139	20384430	20384441
7181515	7181517	20387558	20387579
7184455	7184488	20390622	20390645
7184636	7184649	20393003	20393045
7185077	7185077	20394112	20394131
7185377	7185383	20395056	20395090
7185702	7185725	202111150042604	202201210050017
7185904	7185912		
7186336	7186461		
7188052	7188062		
7188797	7188799		
1149593	1150210		
1166916	1166921		
1177606	1178303		
1201650	1201741		
1229336	1229639		
1246566	1247181		
1262909	1262914		
1270757	1270796		
1290039	1290638		
1305818	1305823		

11/19/21 - 1/25/22	**$ 22,696,100.22**	**11/16/21 - 1/24/22**	**$ 9,011,592.88**

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:	February 3, 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: February 3, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Instructional Services	5D Spectrum	Event Logistics & Communication Services Consultant	2/4/2022–6/30/2022	$21,000	01.0-90201.0-00000-72000-5810-7428901
Emerson Elementary	Mindia Luo	Artist in Residency	2/14/2022–5/26/2022	Not to exceed $7,000	01.0-90201.0-00000-00000-5810-2038700
Stevenson Elementary	Mariel Stern	Art Classes	2/4/2022–5/6/2022	$3,600	01.0-90201.0-17001-10000-5810-2158700

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 _3___day of February _2022_____by and between the **Burbank Unified School District**, hereinafter referred to as "District", and ____5D Spectrum_____hereinafter referred to as "Consultant."

5D Spectrum [redacted] 818 487-2504

Payee's Name (Person or Company) | Social Security or Federal I.D. # | Daytime Phone Number

Mailing Address: 2829 N Glenoaks Blvd STE 202 Burbank, CA 91504

City | State | Zip

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent

Print Name | Title

Board Approval Date: February 3, 2022 Account Code 01.0-90201.0-00000-72000-5810-7428901 CDE AMEI Contract

The assignment **will not** X require contact with student(s) unsupervised during the contract period stated. If it does, the Consultant will be contacted by HR and provided the DOJ form. **Consultant shall not begin service until HR receives clearance.**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW 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 $**21,000 to be paid $10,000.00 2/4/2022 and $11,000.00 6/30/2022.**
2. The term of the Agreement shall be the period commencing on Feb. 4, 2022 and terminating on June 30, 2022
3. Consultant will provide the following services:

5D Spectrum will provide the following as part of BUSD's AMEI Contract #CN210183:
2.a Manage virtual and live A/V technology needs, including video capture editing, streaming, accessibility, virtual platform, and wifi; 2.i Identify and secure live venue services, including facility and equipment rentals; 2.j Provide detailed stage management services in coordination with AMEI planning team, support tech for live presentations, co-manage event logistics, tech rehearsals and production with AMEI planning team; 2 k Manage and implement all communications and outreach leading up to event in partnership with AMEI planning and communications team, create graphics for web and for print materials, banners, slide decks, and communications, signage, video editing

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

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

Dee Ivett 01 / 17 / 2022

Fiscal Services Administrator Date | Consultant Date

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

Doc ID: cc2aa4c5913a62dfe49025be018eec7e08ea8d03



5D Spectrum

Discover. Design. Develop. Deploy. Deliver.

Cultivating your brand through creative vision and technology.

5D Spectrum is a full-service interactive agency that creates powerful solutions through strategic design and innovative technology. For over 20 years, this Burbank-based agency has built its reputation for creative, integrated approaches to memorable branding via web, print, and interactive media. 5D Spectrum envisions and executes strategic campaigns encompassing a broad range of creative and technical services: marketing, social media, design, and technology development.

We take every job seriously. Discover. Design. Develop. Deploy. Deliver.

Website

https://5Dspectrum.com



DE IVETT
CEO + BIZ DEV

D E

With over 25 years in advertising, graphic design, interactive media, software development and programming, De brings her creative and technical talents to lead the 5D Spectrum team. De is a first-place winner of the Los Angeles Advertising Women Achievement Award for interactive communications. As founder of 5D Spectrum, De has worked with many brands including Red Bull, Kodak, Intel, American Express, Daisy Rock Girl Guitars, Microsoft, USHE, Sony, and Live Nation to name a few.

As an arts education advocate by day and bass player by night, De is dedicated to helping children receive quality music and arts education through in-school and after-school enrichment programs. De is a CTE (Career Technical Education) teacher for web design in the Burbank Unified School District at the high school level as well as a published curriculum writer for the State of California. A well-respected voice in the industry, she has served as a technology and branding panelist for several industry conferences including Digital Hollywood.

+1 818 487-2504 x1 de@5dspectrum.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 4 day of February, 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and MINDIA LUO hereinafter referred to as "Consultant."

MINDIA LUO [redacted] [redacted]

Payee's Name (Person or Company) | Social Security or Federal I.D. # | Daytime Phone Number

Mailing Address: [redacted] CA 91606

City | State | Zip

Sponsoring Administrator: Miriam Wazirkajoyan, Principal [signature] Emerson Elementary.

Print Name | Title | Signature | Location

Board Approval Date : February 4, 2022 Account Code: 01.0-90201.0-00000.0-00000-5810-2038700 Emerson Gift Acct

The assignment **will** X require contact with student(s) unsupervised during the contract period stated. If it does, the Consultant will be contacted by HR and provided the DOJ form. **Consultant shall not begin service until HR receives clearance.**

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ 42 per hour for a total not to exceed $ 7000.00
2. The term of the Agreement shall be the period commencing on February 14, 2022 and terminating on May 26, 2022
3. Consultant will provide the following services:

   Provide weekly general music artist in residency for grades TK-3 at Emerson Elementary School.

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

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

Fiscal Services Administrator | Date

[signature] 1/18/2022

Consultant | Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.
Revised 08/08

MINDIA LUO

MUSIC EDUCATOR

[redacted]



As a multi-instrumentalist and music educator with 9 years of experience, I specialize in voice, piano, cello, ukulele, music theory, music appreciation, audition preparation and songwriting lessons for private and group students of all ages.

MUSIC CREDITS

- TEDxManhattan Beach (2017)
- The Farewell (2019)
- John Henry (2019)
- Beyond Driven (2020)

SKILLS

- Fluent in Mandarin Chinese
- Administrative proficiency
- Classroom organization, management ability, and proactive problem solving skills

EDUCATION

B.M. Professional Music
Berklee College of Music | 2011-2014

Certificate in Music Business
UCLA Extension | 2014-2015

EXPERIENCE

Mindia Music Studio | 2016 - Present

Founder & Teacher

- Provides high-quality music lessons to students performing at beginner through advanced technique levels.
- Handles administrative needs, onboarding and scheduling of all students.

Henderson Academy of Music | 2018 - Present

Cello Teacher

- Teaches beginning and advanced private students in both classical and contemporary styles.

Bravo! Music School | 2018 - 2021

Piano, Voice, Cello Teacher

- Followed curriculums by Suzuki Method, Faber Piano Adventures in private and group lessons

Mark O'Connor Method String Camp | 2012-2015

Camp Counselor

- Managed classroom of 10 - 25 students.
- Supervised practice hours.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th of January, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Meriel L. Stern hereinafter referred to as "Consultant."

Payee's Name Meriel L Stern Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Jill Johnson, Principal

Board Approval Date February 8, 2022

Account String 010-90201-0-17001-10000-5810-215-8700

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 $ 3600 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 2-4-22 and terminating on 5-6-22.
3. Payment Terms: _____
4. Consultant will provide the following services:

   Design, planning and teaching of 8 weeks of hands on art lessons for 4 classrooms of 3rd Graders at RL Stevenson
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title	Date	Consultant	Meriel L Stern	1/17/22 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

Meriel Stern



Education:

MFA	Otis Art Institute, LA
BA	Barnard College,
NYC	
HS	Westridge School for Girls, Pasadena

Teaching :

PUC Milagro Charter School Art Programs/Creative Director and
LeadTeacher Arising Home School Collective; Altadena CA
Roosevelt Elementary School A.I.R./Pasadena Educational Foundation
EngAge Arts, ACE/121, Glendale, Ceramics Specialist.
Norma Coombs Elementary School/PUSD-Ceramics Specialist
Cleveland School A.I.R./Pasadena Educational Foundation
Pasadena Art Workshops/Armory Center for the Arts-Master
TeacherBarnsdall Art Center, Adult Evening Ceramics
City of Pasadena Arts Division/ Field Elementary
SchoolThe Boys Clubs of Pasadena-Arts and Crafts
Director The Buckley School-Lower School Art
The Westridge School-Visual Art
Workshops and trainings in virtually every museum in the Greater LA area

Shows:

2021	"Eye of the Beholder" Cultural Center of Cape Cod
	"An Exhibition of Things Called Art", Hilliard Gallery, Kansas City
2020	Meriel Stern at "bills.soccer.faces" DakeWilson Architects, LA, CA (evolving installation)
	"Habitat California: Flora and Fauna", Palos Verdes Art Center
	"Reservoir", Intersect Art Center, St. Louis, MO
	Meriel Stern at "bills.soccer.faces" DakeWilson Architects, LA, CA
	Summer Group Show RealArt, Sylvia White Gallery, Agoura CA
	2020 Ceramics National, (Best in Show), Southern Mississippi,
2019	Hattiesburg, MS
	2019 International Juried Ceramics Show, Center for Contemporary Art, Bedminster, New Jersey
	Meriel Stern at "Woven Stories" MOAH, Lancaster, CA
	"There is No End to Her", ACE/121 Gallery, Glendale CA
2017	"Birthday Suit", Site: Brooklyn, Brooklyn New York
2016	All Media Show, Irvine Arts Center, Irvine, CA
	Ink and Clay 42, Kellogg Gallery, CalPoly Pomona
2015	"Woven", SturtHaaga Gallery, Descanso Gardens, La Cañada,CA
	Open Studios 2015 Alta/Pasa/Dena
	Ink and Clay 41, Kellogg Gallery, CalPoly Pomona
	"Gimme Shelter" SPACE, So Pasadena

2014	Jackalope Arts, Pasadena, CA Surrogate Gallery Projects: Inaugural Show, Paseo Pasadena, Pasadena, CA Meriel Stern, Kellogg Gallery, CalPoly Pomona. Centennial Festival of the Arts, The Westridge School, Pasadena CA
2011	"Shelf Life"/The Artist Studio at One Colorado, Old Town Pasadena, CA
2010	Summercamp: summercamp projects, El Sereno, CA
2008	Quinton Bemiller/Meriel Stern, LouWe Gallery, So Pasadena, CA.
2003	"In the Nursery", Armory Northwest, Pasadena, CA
2002	Trail Markers: "What Desert?," New Town Pasadena, CA
2001	Installationology, ACA, Pasadena, CA
2000	Juried Show, (Judges Purchase Award) Gallery 928, LA
1999	Coagula Annual Juried Show, Patricia Correia Gallery, LA All City Open, Municipal Art Gallery, Hollywood, CA Splice, Side Street Projects, Santa Monica, CA Shelter: artists create for the Sukkah, Brandeis/Bardin Institute, Simi, CA SaFARi: FAR Bazzar, Old LA Zoo.
1997	Made in California, City of Brea, CA
1996	"Vessels", ACA, Pasadena, CA 'Healing Arts", SoCal WCA Santa Monica, CA "Open Exchange", ACA Faculty Show Barnsdall Art Center, Hollywood, CA

(For earlier shows contact the artist)

Collections/Commissions/Prizes:

Holly Boruck, Altadena, CA
California Fertility Associates, Santa Monica,
Elisa Crystal Callow, Altadena, CA
Michelle Cairella-Fillmore, Los Angeles, CA
Homeira and Arnold Goldstein, Manhattan Beach
Seth and Magdalena Garcia Kaufman, Torrance,
Renee and Meyer Luskin, Brentwood, CA
Helaine Melvin Estate,
Bob Myer, Los Angeles
Lynn Myers, San Marino, CA
Aaron Neubert Architects, a-n-x.com
Ojos de la Lucha, Mexico City
Otis Art Institute, LA
Pasadena Women's Medical Group
Maria Escandon, LA/NYC/Tulancingo,
MXTakako Suzuki, Pasadena, CA
Claire Tayback, Pasadena, CA
Don Thomas, MD, Pasadena,
Irene Tsatsos, LA, CA
Scott and Julie Ward, Pasadena, CA
Silk Road Teacher's Scholarship, HSGE, Harvard Univ. Cambridge
Ink and Clay41 Juror's Prize, 2015
All Media 2017 Juror's Prize, 2017
"Woven Stories" MOAH Guest A.I.R at R. Rex Parris HS, Lancaster
Grantee, LA Promise Fund Teacher Grant (PST:LALA/Getty Foundation)

MERIEL STERN
merielstern.com

[redacted]

Education

MFA	Ceramics/Sculpture Otis Art Institute/Parsons School of Design, Los Angeles, California
BA	Oriental Studies-Japan Track. Barnard College, Columbia University, New York, New York
HS	The Westridge School, Pasadena, California

Work Experience

2014-Present	Teaching Artist and Educational Design Consultant. Creative Director/Artist-in-Residence P U C / Milagro Elementary School, ELA. Teaching Artist Cleveland Elementary/PUSD Roosevelt Elementary/PUSD
2017-Present	Ceramics Studio Consultant/Educator, EngAge Arts/ACE/121, Glendale, CA
2014-2017	Artist-in-Residence/Ceramics Norma Coombs Elementary School, PUSD 2006-
2014	Master Teacher, Armory Center for the Arts, Pasadena, CA
2003-2006	Business Manager and Registrar, Foothills Music Together, La Canada, CA
1990-2002	Teaching Artist, Armory Center for the Arts, Pasadena, CA
1994-1996	Studio Director, The Armory Center for the Arts, Pasadena, CA
1994-1998	Ceramics Instructor, Barnsdall Art Center, Hollywood, CA 1989-
1991	Program Director, Kidspace Museum, Pasadena Ca
1987-1989	Arts and Crafts Director, The Boys Clubs of Pasadena, Pasadena, CA
1986-1987	Elementary Art Department Chair, The Buckley School, Sherman Oaks, CA
1985-1986	Art Teacher, Westridge School for Girls, Pasadena, CA

Special Projects, Boards and Grants

2017	Grand Prize Winner, The Big Ceramic Store Lesson Plan Video Contest. ArtsMatter/LA Promise Fund Teacher Grant for PST: LA/LA Initiative
2013-2018	Board Member, Pasadena ProMusica
2010-2018	Commissioner, City of Pasadena Arts and Culture Commission (Chair 2011-2013), Mayoral Appointee to the Design Commission 2014-2018.
2010-2015	Trustee-at-Large, The Sequoyah School Board of Directors, Chair Alumni Association.
2006-2010	Secretary, Sequoyah School Board of Trustees

2008, 2010 Garfield Heights Historic Home Tour, Co-Chair.

2004-2008 Teaching Artist and Consultant, Natural History Museum of the County of Los Angeles. Partner on the Education Roundtable, advising museum educators and participating in new initiatives and partnerships. Designing projects and shows for the In/ter/Act Room.

2002 Panel Member: National Board for Professional Teaching Standards/EAYAArt

2001, 2002,2013, 2014, 2016.
Presentations: National Art Educators Association annual conventions, and California Association of Independent Schools.

1997,98,99. Workshops: Los Angeles County Museum of Art, The Getty Center Museum, UCLA/Fowler Museum of Cultural Arts, CSULB/University Art Museum, Skirball Cultural Center.

1993,94,95,96. Artists in the Schools Grants from City of Pasadena Cultural Planning Division/Eugene Field Elementary School, Funtastic Fridays!" Development and instruction of 10-week arts program for K6 in coordination with Music, Science, Dance and Art teachers. A 75-foot mural was designed and produced by the students.

1993,94,95. Westridge School Skills Enrichment Program
Design and teaching of Summer Art Program in conjunction with P.U.S.D. and Johns Hopkins Foundation and Westridge School, teaching 4th and 5th grade girls from area public schools.

1992,93. Pasadena Beeutiful Day
Planning and coordination of citywide children's art contest for Environmental Awareness Month, in cooperation with the City of Pasadena, Depts. of Solid Waste, and Water and Power. The Winners artworks were printed on Hughes Markets grocery bags. Coordination of workshops, judging, and presentation ceremonies for children.

Recent Continuing Education Highlights:

2017 Making Art Safely/Catherine Kernan Master Class
Printmaking Intensive Santa Fe, New Mexico

2015 "Passion Driven Learning in the Arts", Harvard School of Graduate Education.
Silk Road Foundation Educator Award

2013 NAEA SummerVision DC

Professional Organizations
National Art Educators Association/CAEA, Museum Educators of Southern California, Southern California Women's Caucus for Art, Parent Committee for the Board of Independent Adoption Center, California Alliance for Art Education, Descanso Bonsai Society. Santa Anita Bonsai Society, LA Basketry Guild. Garfield Heights N.A.

References Upon Request

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:	February 3, 2022
SUBJECT:	Approval of Agreement for Professional Services, Super Cooperative Purchasing Group – A California USDA Foods Cooperative

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

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

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

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the Super Cooperative Purchasing Group, effective July 1, 2022 through June 30, 2023, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

SY2022-23 Annual Renewal of Services
Super Co-Op Joint Powers Authority

SUPERCO-OP
The commodity world made simple.

Participant District: Burbank Unified School District

Please check (✓) your response:

X	We plan to CONTINUE membership with Super Co-Op JPA for SY2022-23.
	We do NOT plan to continue membership with Super Co-Op JPA for SY2022-23. What alternate USDA Foods delivery method do you plan to use? _____

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

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead District is assigned control of the Participant District's fair share of USDA Foods entitlement for SY2022-23. The Lead District is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of Participant.
3. Lead District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of Participant. Participant is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to Participant District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2022-23 Fees:

   Membership Fees are paid by Participant District directly to the Lead District, billed in July 2022.

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

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

   Delivery fees as per member district selected distributors.

   All fees are subject to change, as approved by the Super Co-Op JPA Board of Directors.

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

6. Participant District agrees to abide by the current Super Co-Op JPA Governing Rules, bylaws, conflict of interest cost and code of conduct, Brown Box Storage Policy, and other rules or policies as approved by the Board of Directors.

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

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

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

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

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

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

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

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

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

Nutrition Services Director	
Name	Carrie Bogdanovich
Title	Director of Food Services
Telephone	818-729-4540
Email	carriebogdanovich@burbankusd.org

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

Additional Contact for USDA Foods management	
Name	Susie Dunn
Title	Food Services Operation Coordinator
Telephone	818-729-4542
Email	susiedunn@burbank-usd.org

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

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

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

My execution of this Annual Renewal of Services was approved by the Participant District's Board of Education at a duly called and noticed Regular Board Meeting on Feb 3, 2022

Participant District	Burbank Unified School District
Signature	
Print Name	Debbie Kukta
Title	Assistant Superintendent
Date	02/04/2022

Lead District	San Mateo-Foster City School District
Signature	
Print Name	Fran Debost
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2021 to Fran Debost at the Lead District. A signed copy will be returned to you.

Fran Debost
fdebost@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-7201

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:	February 3, 2022
SUBJECT:	Ratification of Agreement for Professional Services with Dixon SmartSchoolHouse LLC

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

Discussion/Issues:
With a strong background in facility management, Mr. Dixon has the ability to manage all areas of facilities including the custodial department. He is highly qualified with years of experience working on K-12 schools.

Mr. Dixon will work under the direction of Debbie Kukta, Assistant Superintendent of Administrative Services to perform the following services:

- Review all existing documentation including:
  - Collective Bargaining Agreement
  - Job descriptions
  - Custodial staffing
  - Supervision
  - Cleaning schedules
- Define responsibilities of all parties and ensure that all required work is included
- Develop a plan to improve custodial efficiencies
- Recommend control and systems to verify compliance with the program plan
- Identify, monitor, and adjust the plan as necessary
- Ensure various elements of the plan are properly coordinated and consistent

Fiscal Impact:
Project Management
- $135 per hour including travel time (travel time NTE 2 hours per district visit)

Additional Services/Expenses
- Mileage per the IRS rate at the time expense incurred
- Actual costs plus 5% for office supplies such as copy service, printing service, and other supplies

with prior district authorization

Total Cost

- Not to Exceed $12,000

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and Dixon SmartSchoolHouse LLC for special services, effective January 20, 2022 through June 30, 2022, not to exceed $12,000 (01.0-00000-0-00000-72000-5850-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into by and between the **BURBANK UNIFIED SCHOOL DISTRICT** of Los Angeles County, California, hereinafter referred to as the District, and Joe Dixon**,** hereinafterreferred to as the Consultant.

In consideration of the mutual promises and considerations of the parties, the District hereby retains the Consultant upon the terms and conditions set forth, and the Consultant hereby agrees to perform the services described in accordance with said terms and conditions.

TERM OF THE AGREEMENT:

The term of the Agreement shall be for the period commencing January 20 ,2022 and terminating on June 30, 2022 except as otherwise provided by this Agreement.

TIME AND LOCATION FOR PERFORMANCE OF SERVICES:

The services described herein shall be generally performed or rendered at the discretion of the Consultant, except that the District and Consultant shall mutually schedule and coordinate the services for timely and efficient performance. The services shall be performed at the location(s) specified in the description of services.

DESCRIPTION OF SERVICES TO BE RENDERED BY THE CONSULTANT:

The Consultant will render the following services to the District:
See attached proposal.

PAYMENT TO BE MADE BY THE DISTRICT:

In consideration of service(s) rendered, the District agrees to pay the Consultant a sum of $135 per hour plus mileage, see attached proposal upon completion of the services. Should the Consultant fail to perform the services as described, the parties shall negotiate a settlement based on percentage of completion.

The Consultant may submit invoices to the District for progress payment(s) prior to completion. The amount of the progress payment shall be negotiated between the parties. **Service performed in any fiscal year shall be billed by the Consultant prior to June 30, 2022.**

Are you a STRS retiree? (Please sign your initials at the answer.) **Yes_____** **No__X__**

Are you a PERS retiree? (Please sign your initials at the answer.) **Yes__X__** **No_____**

CONSULTANT'S RESPONSIBILITIES:

The Consultant is an independent contractor and not an officer, agent, or employee of the District. The Consultant shall be responsible for providing all materials and supplies as necessary to perform the above-described service(s). All property and buildings within the Burbank Unified School District have been designated by the Governing Board as tobacco-free and alcohol-free. No tobacco or alcohol products may be used on District property.

The Consultant shall hold and keep harmless the District and all its officers and/or agents from all liability, damages, costs or expenses in law or equity that may at any time arise due to injuries to persons or property, including District personnel and property, arising by reason of, or in the course of, the performance of this Agreement; the Consultant agrees that the District shall not be liable for any accident, loss or damage, and the Consultant, at his own expense, cost and risk, shall defend any and all actions, suits or other legal proceedings, including but not limited to Workers' Compensation claims, that may be brought or instituted against the District or officers or agents thereof in any claim or demand, and pay or satisfy any judgment that may be rendered against the District or officers or agents thereof in any such action, suit or legal proceeding.

The Consultant must provide the District with a Certificate of Insurance, naming the Burbank Unified School District as certificate holder. The certificate must provide a minimum $1,000,000 limit of general liability, statutory Workers' Compensation and automobile coverages as required by the District. The Consultant must also provide the Additional Insured endorsement that adds the Burbank Unified School District on to Consultant's policy. Boththe Certificate of Insurance and the Additional Insured endorsement must be on file with the District **prior** to providing services for the District.

AMENDMENT OF AGREEMENT:

The Consultant and the District may, by mutual agreement, renegotiate the services to be rendered under this Agreement. Such amendment shall be made in writing and signed by the parties.

CANCELLATION OF THE AGREEMENT:

This agreement may be terminated by either party giving to the other, in writing, notice of intention to cancel this Agreement at least ten (10) days prior to date of termination.

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

CONSULTANT/INDEPENDENT CONTRACTOR

BY: _____
Taxpayer's ID # and/or
Social Security #: 47-0963551

Date: January 20, 2022

Name: Joe Dixon
(Please print)

Address: 4 Via Cancion, San Clemente, CA 92673

Phone: 949-338-8137

BURBANK UNIFIED SCHOOL DISTRICT

BY: _____
Debbie Kukta
Assistant Superintendent, Administrative Svcs

Date: January 20, 2022

January 14, 2022

Proposal: Project Management Services

Prepared for:

Debbie Kukta, Assistant Superintendent
Administrative Services

Submitted by:

Joe Dixon, President
DIXON SmartSchoolHouse LLC

4 Via Cancion
San Clemente, CA 92673

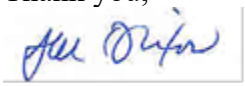
p. 949.338.8137
f. 949.481.0825

joe@dixonssh.com
Dixonsmartschoolhouse.com

Dear Ms Kukta,

Dixon SmartSchoolHouse believes in clear, consistent, and transparent communication, developing and nurturing strong relationships with the school district, community groups, and local and state agencies to ensure that operations under our management support Burbank USD goals and objectives while being in full compliance with all laws and regulations. We maintain the highest professional standards and work well with people and provide quality, effective, and efficient leadership. Dixon SmartSchoolHouse LLC is a recently formed consulting business utilizing best practices from over 35 years of successful facility management in California. We know the challenges, opportunities, and methods necessary to make **your custodial department** successful. Utilizing the connections of the President of the company, we can bring the right people on a job so your engagement with us is smooth and comfortable.

Thank you,



Joe Dixon, President

Project Scope and Control

- Review all existing documentation including:
  - Collective Bargaining Agreement
  - Job descriptions
  - Custodial staffing
  - Supervision
  - Cleaning schedules
- Define responsibilities of all parties and ensure that all required work is included
- Develop a plan to improve custodial efficiencies
- Recommend controls and systems to verify compliance with the program plan
- Identify, monitor, and adjust the plan as necessary
- Ensure various elements of the plan are properly coordinated and consistent

Fee for Services

1. Project Management

- $135 per hour including travel time (travel time NTE 2 hours per district visit)

2. Additional Services/Expenses

- Mileage per the IRS rate at the time expense incurred.
- Actual costs plus 5% for office supplies such as copy service, printing service, and other supplies with prior district authorization.

3. Total Cost

- Not To Exceed $12,000

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:	February 3, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services for Special Education Student 960022122, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

The total not to exceed $1,600.

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 Professional Tutors of America for Special Education Student 960022122, not to exceed $1,600 (01.0-65000.0-57602-11900-5850-7440000), effective January 7, 2022 through July 8, 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 19th day of January 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America

Daytime Phone Number: 714-784-3454

Mailing Address: 3350 E. Birch Street, Brea, CA 92826

Email Address: rgordon@professionaltutors.com

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

Board Approval: 02/03/2022

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 of $80 per hour for a total not to exceed $1,600 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 01/07/2022 and terminating on: 07/08/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Professional Tutors of America will provide 20 hours of compensatory education for Student 960022122.

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 Professional Tutors of America 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 Professional Tutors of America 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

Professional Tutors of America 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 Professional Tutors of America 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 Professional Tutors of America, its agents, subcontractors, employees or other representatives referred to in this Agreement, Professional Tutors of America 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 Professional Tutors of America 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 Professional Tutors of America demand.

District shall save and hold Professional Tutors of America, harmless from and against and shall indemnify Professional Tutors of America 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 Professional Tutors of America 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, Professional Tutors of America may defend the same and any expenses, including reasonable attorney's fees, which Professional Tutors of America may pay or incur in defending said action and the amount of any judgment which Professional Tutors of America 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:

Professional Tutors of America
Consultant/Company

Robert Gordon

Print Representative Name

CFO

Title

Signature

1/19/22

Date

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Paulette Koss, Director of Special Education

PREPARED BY: Terri Harvey, Buyer

SUBMITTED BY: Terri Harvey, Buyer

DATE: February 3, 2022

SUBJECT: Approval of Amended Master Contract for Nonpublic, Nonsectarian Schools and Agencies (Special Education)

Background:

The Special Education Department requests the following Master Contract be amended by the Board of Education. Because the Burbank Unified School District has not contracted with this Nonpublic School/Agency in the past, it was not included on the list of Master Contract Renewals that were approved by the Board on June 3, 2021, effective July 1, 2021 through June 30, 2022.

Discussion/Issues:

The following Master Contract for special education services to be provided by a Nonpublic School and Agency (NPS/NPA).

Fiscal Impact:

Costs are included under the blanket order for service agreements for Nonpublic, Nonsectarian Schools and Agencies that was approved by the Board of Education on June 3, 2021.

Agency	Master Contract	Contract Period
Nurturing Nests Therapy Center.	PS270	2/4/22 – 06/30/22

Recommendation:

Paulette Koss, Director of Special Education recommends that the Board of Education amend the Master Contract for special education students, to be provided by Nurturing Nests Therapy Center, Nonpublic, Nonsectarian Schools and Agencies, effective February 4, 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.

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:	February 3, 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 an Augmentative Assistive Communication IEE for the Special Education Student 960038456, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $2,000.

Recommendation:

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 Augmentative Communication Therapies, to provide an Augmentative Assistive Communication IEE for Special Education Student 960038456 not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 4, 2022 through May 26, 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 20th day of January 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Augmentative Communication Therapies hereinafter referred to as "Consultant."

Payee's Name: Augmentative Communication Therapies Daytime Phone Number: 626-351-5402

Mailing Address: 5032 Camellia Ave., Temple City, CA 91780 Email Address: cacottier@cacottier.com

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

Board Approval: 02/03/2022 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, for a total not to exceed $2,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 02/04/2022 and terminating on: 05/26/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Augmentative Communication Therapies will provide an Independent Education Evaluation (IEE) in the area of Augmentative Assistive Communication and attend an IEP meeting for Special Education Student 960038456.

5. 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.

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 the 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 provide the following to District:
    - Proof of COVID 19 vaccination
    - Sign and return Districts COVID-19 addendum

11. 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.

12. Communicate within twenty-four hours to Augmentative Communication Therapies the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

13. The District agrees to indemnify, defend and hold harmless Augmentative Communication Therapies 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.

14. 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.

15. 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

Augmentative Communication Therapies 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 Augmentative Communication Therapies 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 Augmentative Communication Therapies, its agents, subcontractors, employees or other representatives referred to in this Agreement, Augmentative Communication Therapies 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 Augmentative Communication Therapies 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 Augmentative Communication Therapies demand.

District shall save and hold Augmentative Communication Therapies, harmless from and against and shall indemnify Augmentative Communication Therapies 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 Augmentative Communication Therapies 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, Augmentative Communication Therapies may defend the same and any expenses, including reasonable attorney's fees, which Augmentative Communication Therapies may pay or incur in defending said action and the amount of any judgment which Augmentative Communication Therapies 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:

Augmentative Communication Therapies
Consultant/Company

Cindy Cottier
Print Representative Name

Title
SLP/AAC-AT Spec/Exec Dir

Signature
Cindy Cottier

Date
11/20/22

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:	February 3, 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 an Augmentative Assistive Communication IEE for the Special Education Student 960038410, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $2,000.

Recommendation:

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 Augmentative Communication Therapies, to provide an Augmentative Assistive Communication IEE for Special Education Student 960038410 not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 4, 2022 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
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CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 20th day of January 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Augmentative Communication Therapies hereinafter referred to as "Consultant."

Payee's Name: Augmentative Communication Therapies Daytime Phone Number: 626-351-5402

Mailing Address: 5032 Camellia Ave., Temple City, CA 91780 Email Address: cacottier@cacottier.com

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

Board Approval: 02/03/2022 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, for a total not to exceed $2,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 02/04/2022 and terminating on: 05/26/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Augmentative Communication Therapies will provide an Independent Education Evaluation (IEE) in the area of Augmentative Assistive Communication and attend an IEP meeting for Special Education Student 960038410.

5. 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.

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 the 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 provide the following to District:
    - Proof of COVID 19 vaccination
    - Sign and return Districts COVID-19 addendum

11. 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.

12. Communicate within twenty-four hours to Augmentative Communication Therapies the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

13. The District agrees to indemnify, defend and hold harmless Augmentative Communication Therapies 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.

14. 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.

15. 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

Augmentative Communication Therapies 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 Augmentative Communication Therapies 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 Augmentative Communication Therapies, its agents, subcontractors, employees or other representatives referred to in this Agreement, Augmentative Communication Therapies 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 Augmentative Communication Therapies 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 Augmentative Communication Therapies demand.

District shall save and hold Augmentative Communication Therapies, harmless from and against and shall indemnify Augmentative Communication Therapies 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 Augmentative Communication Therapies 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, Augmentative Communication Therapies may defend the same and any expenses, including reasonable attorney's fees, which Augmentative Communication Therapies may pay or incur in defending said action and the amount of any judgment which Augmentative Communication Therapies 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:

Augmentative Communication Therapies
Consultant/Company

Cindy Cottier
Print Representative Name

Title

SLP/AAC-AT Spec/Exec Dir

Signature

Cindy Cottier

Date

1/20/22

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:	February 3, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

Due to the Covid 19 pandemic and school closures, there is a significant increase in the number of high school students failing classes this fall semester. In order to help students with IEPs stay on track to graduate, the Special Education Department is providing an online credit recovery program which will be overseen by credentialed special education teachers. The program will begin in January 2022, allowing students to make up fall credits while continuing to work on their spring coursework and will continue throughout the summer for any student with an IEP who needs it.

To implement this credit recovery program, the District is contracting with Cyber High, a program out of the Fresno County Superintendent of Schools. Cyber High provides online Special Education courses.

Discussion/Issues:

Staff is requesting the District contract with the Fresno County Superintendent of Schools "Cyber High" to facilitate high school credit recovery. In addition to providing online Special Education courses, Cyber High also provides UC/CSU a-g-courses and others that may serve well for students with unique needs. The contract allows for unlimited use by any student in the District.

Fiscal Impact:

The cost is not to exceed $38,293 per year for 3 years for a total of $114,879.
The first two (2) years will be paid from a COVID grant where there will be no fiscal impact on District.

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 Fresno county Superintendent of Schools, to provide a credit recovery program for students with IEP's, not to exceed $76,586 from COVID Grant (01.0-65370.0-57602-11900-5850-7440000) and $38,293 (01.0-65000.0-57602-11900-5850-7440000), effective January 5, 2021 through January 4, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

CYBER HIGH USE LICENSE AND SERVICE AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement: _____

COVER

CLIENT	FCSS/CYBER HIGH
"Client": Burbank Unified School District Attn: Dr. Matt Hill, Superintendent, or Authorized Designee 1900 W. Olive Ave, Burbank, CA 91506 Phone: 818-729-4400 Email: matthill@burbankusd.org	**"FCSS"** or **"Cyber High":** Fresno County Superintendent of Schools Attn: Rob Cords, Director, Cyber High Fresno County Superintendent of Schools 1111 Van Ness Avenue, Fresno, CA 93721 Phone: (559) 265-4067 Email: rcords@fcoe.org

CONTRACT TERM (see § 3.1)

"Effective Date": January 5, 2022 **"Termination Date"**: January 4, 2025

CYBER HIGH PRODUCTS. FCSS shall provide to Client each **"Cyber High Product"** that is marked below, collectively **"Cyber High Products"** ***(mark each applicable)***:

X **District or COE Level Agreement** _ **School Site Level Agreement** _ **Other:** _____

All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:

Burbank High School, John Burroughs High School, Monterey High School Continuation, Burbank Community Day School, Burbank Independent Learning Academy

X **"Cyber High Courses"**: Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions).

X **"Professional Development Training"**: Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location. Training services for Clients within California, who exceed a one-hundred-mile radius of 1111 Van Ness Avenue, Fresno, CA 93721, or those that justify an overnight stay due to the timing of the training, will be separately invoiced for $500. Any training taking place outside of California will be separately invoiced for $1500.

X **"Grade Report"**: Upon Client User Student passing a five-unit course, FCSS will make Official Grade Report digitally available to the Student's school of record. It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User Student upon course completion.

X **"Client User Support":** FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours.

X **"Other Products"*(specify)***: Inclusive of attached Exhibit A

CONTRACT AMOUNT. Client shall pay each **"Plan Payment"** that is marked below (collectively **"Contract Amount")** to FCSS ***(mark and complete as applicable, and attach exhibit if required)***:	PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following **"Payment Schedule"** ***(mark and complete as applicable)***:
X PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: $38,293.00 X PLAN PAYMENT YEAR 2 – UNLIMITED USE PLAN: $38,293.00 X PLAN PAYMENT YEAR 3 – UNLIMITED USE PLAN: $38,293.00	X SCHEDULE 1/PLAN PAYMENT YEAR 1: Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract. X SCHEDULE 2/PLAN PAYMENT YEAR 2: Entire amount of Plan Payment Year 2 due within 30 days of January 5, 2023 X SCHEDULE 3/PLAN PAYMENT YEAR 3: Entire amount of Plan Payment Year 3 due within 30 days of January 5, 2024

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT	FCSS
By: _____	By: _____
Dr. Matt Hill, Superintendent or Authorized Designee	Jim Yovino, Superintendent or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1 Scope of Use License and Obligations
Article 2 Payment
Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
Article 4 Indemnity
Article 5 Dispute Resolution
Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively **"Cyber High"**).

1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.

1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.

1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.

1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

1.2.1 CLIENT USERS. Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually **"Client User"** and collectively **"Client Users")** shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.

1.2.2 USE LICENSE. FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively **"FCSS Product"**) and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.

1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.

1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.

1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.

1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.

1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.

1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.

1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.

1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **"Confidential Materials"**) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

SECTION 1.7 DISPOSITION OF DATA. During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto **("Contract Term")** and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**) provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party **("Indemnitor")** shall indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to***: General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will make an Official Grade Report digitally available to the Student's school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing District policy.

EXHIBIT A

Multi-Year Contract Extension Option

1. ***General.*** The annual cost of the Cyber High Unlimited Use Plan is determined by a proprietary formula designed to help predict Client User system demand in order to offset programmatic costs incurred by FCSS. One of the factors used in this formula is a school site and/or district's cumulative high school ADA as reflected by the latest published School Accountability Report Card (SARC).

   The offer made by FCSS to extend a multi-year contract option to Client User with a rate lock using the current pricing formula does not preclude rate adjustments based on changes to school site and/or district ADA. Prior to FCSS issuing each year's invoice within the contractual term, ADA will be monitored for changes and the following year's contractual charge will be adjusted accordingly.

   The rate lock is intended to preclude changes to the formula and/or percentage increases to the base rate to help provide both financial stability for your district as well as programmatic continuity for Students and staff.

2. ***Payment***. Payment to FCSS for Cyber High services is to be made by Client on an annual basis. The entire amount of Plan Payment Year 1 is due within 30 days of the "Effective Date" of this contract. For each new Year of the contract term, Client will be invoiced at least 60 days prior to the "Effective Date" reflecting the cost of that year's agreement with the balance indicated due when and as stipulated on the Cover under Payment Schedule.

3. ***Disclaimer***. As a public agency, should for any reason FCSS no longer be able to provide Cyber High services, FCSS reserves the right to terminate the contract extension with at least one year of written notification to Client.

/ /

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:	February 3, 2022
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend an agreement for professional services to provide a Psychological-Educational Evaluation IEE and a Speech and Language IEE for Special Education Student 960004538, 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 $8,600.

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 Dr. Karen Epport, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960004538, not to exceed $8,600 (01.0-65000.0-57602-11900-5850-7440000), effective November 19, 2021 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was December 16, 2021 effective November 19, 2021 through May 31, 2022, not to exceed $7,100. This amendment adds an additional $1,500 increasing the total not to exceed $8,600.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

AMENDED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 10th day of November 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Karen Lynn Epport hereinafter referred to as "Consultant."

Payee's Name: Karen Lynn Epport Daytime Phone Number: 310-503-7880

Mailing Address: 7933 Flight Place, Los Angeles, CA 90045 Email Address: karenepportphd@gmail.com

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

Board Approval: 12/16/2021 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 ~~**$7,100**~~ **$8,600**

2. The term of the Agreement shall be the period commencing on: 11/10/2021 and terminating on: 05/31/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Karen Lynn Epport who will provide a Psychological-Educational Evaluation IEE (~~$5,500~~ $7,000) and a Speech and Language IEE ($1,600) for Special Education Student 96004538. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing, travel time to Burbank from Westchester and attendance at the IEP meeting to review the report/discuss findings.

6. The Consultant shall provide 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 Karen Lynn Epport 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 Karen Lynn Epport 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

Karen Lynn Epport 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 Karen Lynn Epport 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 Karen Lynn Epport, its agents, subcontractors, employees or other representatives referred to in this Agreement, Karen Lynn Epport 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 Karen Lynn Epport 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 Karen Lynn Epport demand.

District shall save and hold Karen Lynn Epport, harmless from and against and shall indemnify Karen Lynn Epport 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 Karen Lynn Epport 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, Karen Lynn Epport may defend the same and any expenses, including reasonable attorney's fees, which Karen Lynn Epport may pay or incur in defending said action and the amount of any judgment which Karen Lynn Epport 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:

Karen Lynn Epport
Consultant/Company

Karen Lynn Epport
Print Representative Name

Psychologist | Speech pathologist
Title

Signature

1/12/2022
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:	February 3, 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 Psychological-Educational Evaluation IEE for Special Education Student 960035268, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $6,000.

Recommendation:

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. Andre Van Rooyen, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 9600035268 not to exceed $6,000 (01.0-65000.0-57602-11900-5850-7440000), effective January 18, 2022 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
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RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 18th day of January 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Andre Van Rooyen, Ph.D. hereinafter referred to as "Consultant."

Payee's Name: Andre Van Rooyen, Ph.D. Daytime Phone Number: 818-288-6568

Mailing Address: 166 East Foothill Blvd., Arcadia, CA 91006 Email Address: andrevr3@yahoo.com

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

Board Approval: 02/03/2022 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 of $250 per hour for a total not to exceed $6,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 01/18/2022 and terminating on: 05/26/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Andre Van Rooyen, Ph.D. will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960035268. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

5. 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.

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 the 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 provide the following to District:
    - Proof of COVID 19 vaccination
    - Sign and return Districts COVID-19 addendum

11. 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.

12. Communicate within twenty-four hours to Andre Van Rooyen, Ph.D. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

13. The District agrees to indemnify, defend and hold harmless Andre Van Rooyen, Ph.D. 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.

14. 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.

15. 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

Andre Van Rooyen, Ph.D. 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 Andre Van Rooyen, Ph.D. 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 Andre Van Rooyen, Ph.D., its agents, subcontractors, employees or other representatives referred to in this Agreement, Andre Van Rooyen, Ph.D. 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 Andre Van Rooyen, Ph.D. 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 Andre Van Rooyen, Ph.D. demand.

District shall save and hold Andre Van Rooyen, Ph.D., harmless from and against and shall indemnify Andre Van Rooyen, Ph.D. 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 Andre Van Rooyen, Ph.D. 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, Andre Van Rooyen, Ph.D. may defend the same and any expenses, including reasonable attorney's fees, which Andre Van Rooyen, Ph.D. may pay or incur in defending said action and the amount of any judgment which Andre Van Rooyen, Ph.D. 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:

Andre Van Rooyen, Ph.D.
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:	February 3, 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 Psychological-Educational Evaluation IEE for Special Education Student 9600022472, 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 $5,00.

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 Zarik Hacopian, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 9600022472, not to exceed $5,000 (01.0-65000.0-57602-11900-5850-7440000), effective January 1, 2022 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
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RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 18th day of January 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Zarik Hacopian hereinafter referred to as "Consultant."

Payee's Name: Zarik Hacopian Daytime Phone Number: [redacted]

Mailing Address: [redacted]

Email Address: [redacted]

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

Board Approval: 02/03/20221 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 **$5,000**
2. The term of the Agreement shall be the period commencing on: 01/01/2022 and terminating on: 05/26/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Zarik Hacopian will provide a psycho-educational IEE for Special Education Student 9600022472.
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 Zarik Hacopian 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 Zarik Hacopian 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

Zarik Hacopian 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 Zarik Hacopian 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 Zarik Hacopian, its agents, subcontractors, employees or other representatives referred to in this Agreement, Zarik Hacopian 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 Zarik Hacopian 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 Zarik Hacopian demand.

District shall save and hold Zarik Hacopian, harmless from and against and shall indemnify Zarik Hacopian 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 Zarik Hacopian 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, Zarik Hacopian may defend the same and any expenses, including reasonable attorney's fees, which Zarik Hacopian may pay or incur in defending said action and the amount of any judgment which Zarik Hacopian may be required to pay shall be promptly reimbursed by District upon demand.

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 this 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

Zarik Hacopian
Consultant/Company

Zarik Hacopian
Print Representative Name

Psychologist
Title

Signature

1/19/2022
Date