BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, July 15, 2021

6:00 p.m. - Closed Session - Will be held in person at the District Office
7:00 p.m. - Public Session - Will be held virtually

Virtual Meeting - Burbank, California

AGENDA

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

1. CALL TO ORDER

1.a NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the Closed Session will be held in-person in the District Office Teacher Resource Room, to discuss matters on the Closed Session agenda, at 6:00 p.m. The Open Session (7:00 p.m.) will be held virtually pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom, which suspends certain requirements of the Ralph M. Brown Act. Balancing the health risks associated with the Coronavirus (COVID-19), while appreciating the public's right to conduct the people's business in a transparent and open manner. In the interest of public health and safety, senior staff and the public will join the Open Session at 7:00 p.m. and attend the meeting virtually until social distancing directives have been lifted. The public can stream the meeting at www.burbankusd.org/boemeetings.

To allow translation in Spanish, Armenian, and ASL, the District will be using a Zoom Webinar platform until meetings can resume in person. 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.

Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction.

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

1. Public Speakers please email Kimberley Clark at kimberleyclark@burbankusd.org no later than 3:00 p.m. the day before the meeting stating your full name.

2. Speakers are asked to log into the Board meeting virtually through the Zoom invitation no later than 6.30 p.m. The meeting will open at 6:30 p.m. and will be locked at 7:00 promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 3:00 p.m. the day before the meeting will be allowed to enter the Zoom webinar. Upon receipt of an email request, the Zoom meeting login details will be emailed to each individual speaker. (Speakers should rename their Zoom profile to indicate their real name to expedite this process.)

3. Speakers are asked to leave their mics muted and their video inactive until it is their turn to speak. When it is time for a speaker to address the Board, the speaker's name will be called and the speaker should activate his or her mic and video (video is optional at the speaker's discretion). 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 prior to addressing the Board. 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 meeting. Public speakers may stream the meeting at www.burbankusd.org/boemeetings. Public Speakers who choose to stream the meeting live are asked to please turn down the volume while they are speaking to avoid feedback.

Please note that Public Comments will no longer be accepted via email or voicemail. If you have questions or need assistance regarding the process, please email Kimberley Clark at kimberleyclark@burbankusd.org

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 3:00 p.m. the day preceding the meeting. The meeting will be locked at 7:00 p.m. Please note that only those individuals who have emailed Kimberley Clark prior to 3:00 p.m. the previous day, will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda, item 1a to see the instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

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

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

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

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

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

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 960036992 and 160003888

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. REQUESTS TO ADDRESS THE BOARD

8.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 3:00 p.m. the day preceding the meeting. The meeting will be locked at 7:00 p.m. Please note that only those individuals who have emailed Kimberley Clark prior to 3:00 p.m. the previous day, will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda, item 1a to see the instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

8.b Staff Responses

8.c Board Members' Comments and Responses

9. REPORTS TO THE BOARD

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

9.b Discussion on Fundraising Priorities for the 2021-2022 School Year

Matt Hill, Superintendent, will facilitate a discussion with the Board of Education regarding fundraising priorities for the 2021-2022 school year, as presented.

2021-22 Fundraising Priorities_Draft 071521.pdf

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

Facilities and Technology PowerPoint 7.15.2021.pdf

10. NEW AND/OR UNFINISHED BUSINESS

10.a Adoption of Resolution 1 Certifying the California Department of Education for the Purpose of Providing Child Care and Development Service and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2021-2022 for Contract Number CSPP-1161
Peter Knapik, Director or Elementary Education, recommends that the Board of Education Adopt the Resolution 1 certifying approval to enter into a transaction with the California Department of Education for Funding of Child Development Programs, effective July 16, 2021 through June 30, 2022, and that authority to sign the agreements be exercised pursuant to BUSD – AR 3314, as presented.

Child Development_CSPP-1161 071521.pdf

10.b Adoption of Resolution 2 Certifying Funding of Child Development Programs for Fiscal Year 2021–2022, Contract Number CCTR-1074
Peter Knapik, Director, Elementary Education, recommends that the Board of Education Adopt Resolution 2 Certifying Approval of the Board of Education to enter into a transaction with the California Department of Education for Funding of Child Development Programs, effective July 16, 2021 through June 30, 2022, and that authority to sign the agreements be exercised pursuant to BUSD – AR 3314, as presented.

Child Development_CCTR-1074 071521.pdf

10.c Approval of Amended Designation of High School Representatives

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the amended designation of principals, Thomas Crowther and Matt Chambers as the representatives of Burbank High School and John Burroughs High School; and assistant principals Brian James and Steven Hubbell, serving as the designated alternative representative from Burbank High School, and John Burroughs High School, respectively, to the California Interscholastic Federation (CIF) Southern Section, Pacific League, 2021-2022 school year, and to require such representatives to immediately notify the Superintendent of any proposed or pending actions that financially impact the Burbank Unified School District, as presented.

AMENDED Designation_of_High_School_CIF_Representatives_2021_22.pdf

10.d Approval of Parent Representative to the Community Advisory Committee (CAC) (Special Education)

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the appointment of Pam Grassedonio as a BUSD representative to the Foothill SELPA CAC, as presented.

SPED Community Advisory Committee (CAC).docx (1).pdf

10.e Adoption of Resolution 3 for the Elimination or Reduction of Services for Classified Positions

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 3 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 3 - Reduction in Force.pdf

10.f Acceptance of Gifts

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

Gift Report 7-15-21.pdf

11. 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.

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

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960036992, not to exceed $5,500 (01.0-65000.0-50010-36000-5813-7440000), effective June 24, 2021 through July 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960036992 Settlement Agreement.docx.pdf

11.b Action on Final Settlement Agreement (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 160003888, not to exceed $10,000 (01.0-65000.0-50010-36000-5813-7440000), effective June 30, 2021 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888 Settlement Agreement.pdf

11.c Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Joint Board of Education and City Council Meeting of June 8, 2021, as presented.

Minutes.06.08.21.SP_Joint.pdf

11.d Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of June 17, 2021, as presented.

Minutes.06.17.21.pdf

11.e Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Meeting of June 23, 2021, as presented.

Minutes.06.23.21.SP.pdf

11.f Approval of Personnel Report Number 21-22-01
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 21-22-01, covering Certificated and Classified personnel, and consisting of Pages 1 to 27 inclusive, as presented.

Personnel Report.pdf

11.g 2020-2021 Purchase Order Report
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2020-2021 as listed through June 14, 2021, as presented.

2020-2021 Purchase Order Report.pdf

11.h 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 June 14, 2021, as presented.

2021-2022 Purchase Order Report.pdf

11.i Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $3,649,675.23 commercial warrants in the total amount of $4,170,449.87, as presented.

Warrants.pdf

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

Approval of Instructional Consultants.pdf

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

Approval of Non-Instructional Consultants.pdf

11.l Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021, Report Summary No. 4, April 1 through June 30, 2021, as presented.

BUSD Williams UCP Report 4th Quarter 2021.pdf

11.m Approval of Authorization of Signatures
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the authorization of signatures, for the period of July 15, 2021 through June 30, 2022, as presented.

Authorization of Signatures 2021-22.pdf

11.n Approval to Utilize Other School Districts/Agency Bids for Food and Supplies through the San Gabriel Valley Food Services Cooperative Purchasing Group
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the utilization of other agency's bids for District-wide requirements, effective July 1, 2021 through June 30, 2022, as presented.

Food Svc to Utilize Other Districts-Agency Bids for Food & Supplies.pdf

11.o Ratification of Contract with the Los Angeles County Office of Education (LACOE) to Participate in School-Based COVID-19 Testing 2020-2023
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) to Participate in School-Based COVID-19 Testing, effective June 7, 2021 through July 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LACOE - COVID-19 Testing.pdf

11.p Approval of Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Accommodating Ideas, Inc., to provide interpreting and translation for Burbank students, not to exceed $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Accommodating Ideas.pdf

11.q Amended Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Auditory Processing Center of Pasadena, to provide an auditory processing assessment for Special Education Student 960029436, not to exceed $2,737.50 (01.0-65000.0-57602-11900-5850-7440000), effective November 20, 2020 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was November 19, 2020. The IEP meeting exceeded the allotted time and the IEP team needed the assessor to attend a second IEP meeting to further discuss the assessment and appropriate support for Student 960029436. This amendment adds an additional $437.50 increasing the total not to exceed amount to $2,737.50.

SPED Student 960029436_Auditory Processing Center of Pasadena.pdf

11.r Ratification of Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide vision therapy for Special Education Student 160003888, not to exceed $9,100 (01.0-65000.0-57700-11900-5850-7440000), effective June 7, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888_Burbank Optometric Center_Ratification.pdf

11.s Amended Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Language Resources of America, LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $225,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 16, 2020 effective July 1, 2020 through June 30, 2021. The first amendment added an additional $80,000 increasing the total not to exceed amount to $160,000. The second amendment added an additional $40,000 increasing the total

not to exceed amount to $200,000. This amendment adds an additional $25,000 increasing the total not to exceed amount to $225,000.

SPED Language Resources of America_Amended.pdf

11.t Ratification of Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Sign Up Interpreting Services, LLC, to provide interpreting and translation for Burbank students, not to exceed $30,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Sign Up Interpreting Services_Ratification.pdf

11.u Amended Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Nancy A. Blum, Ph.D., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960031425, not to exceed $6,500 (01.0-65000.0-57602-11900-5850-7440000), effective February 24, 2020 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was April 16, 2020, effective date was from February 24, 2020 through June 30, 2020. The first amendment extended the end date from June 30, 2020 to December 30, 2020. Due to COVID 19, the assessor was unable to complete the assessment until restrictions were lifted. This amendment extends the end date from December 30, 2020 to December 30, 2021 and adds an additional $500 increasing the total not to exceed amount to $6,500.

SPED Student 960031425_Nancy Blum_Amendment.pdf

11.v Approval of Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Purple Communications, to provide interpreting and translation for Burbank students, not to exceed $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Purple Communications.pdf

11.w Amended Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and Sonja Biggs Educational Services, Inc., to provide an intervener professional for Special Education Student 160003888, not to exceed $98,683.30 (01.0-65000.0-57602-11900-5850-7440000), 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 3, 2021. Due to the need of an intervener for Special Education Student 160003888 during Extended School Year (ESY), this amendment adds an additional $8,970.30 increasing the total not to exceed amount to $98,683.30.

SPED Student 160003888_ Sonja Biggs Educational Services.pdf

11.x Approval of Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Sandra R. Kaler, R.N., Ph.D., to provide a Psychological-Educational Independent Evaluation and attend an IEP meeting for Special Education Student 960001099, not to exceed $5,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960001099_Sandra Kaler.pdf

11.y Approval of Agreement for Professional Services (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Hathaway Sycamores, to provide Educationally Related Mental Health services for special education students at Magnolia Park School, not to exceed $195,405 (1.0-33270.0-57601-11800-5810-7440000) Effective July 16, 2021 through July 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Hathaway-Sycamores.pdf

11.z Approval of Reimbursement to Parent for Transportation (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve mileage reimbursement to the parents of Special Education Student 950101695 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $8,064, effective July 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 950101695_Parent Reimbursement.docx.pdf

11.aa Ratification of Reimbursement to Parent for Transportation (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 160003888 to transport student from home to school, per IEP, not to exceed $264.32, effective July 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888_Parent Reimbursement.docx (1).pdf

11.ab Ratification of Reimbursement to Parent for Transportation (Special Education)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education, ratify reimbursement to the parent of Special Education Student 960002704 visit

student who attends a Non Public School (NPS), per IEP, not to exceed $3,000, effective May 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960002704_Parent Reimbursement.docx.pdf

11.ac Approval of 2021-2022 Courses and Instructional Minutes for the Independent Learning Academy

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2021 through June 30, 2022, as presented

ILA Amended Course Approval Inst Minutes July 2021 (002).pdf

11.ad Approval of Phlebotomy Technician Training Program Agreement between Burbank Adult School and American University of Medical Technology

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the agreement between Burbank Unified School District/Burbank Adult School and American University Medical Technology, to provide Phlebotomy Technician Certification training, effective July 15, 2021 through July 15, 2023, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

AUMT Agreement Board Rpt.pdf

11.ae Approval of Agreement for Professional Services with AMS.NET (Special Use Funds)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends the Board of Education approve an agreement with AMS.NET for professional services, not to exceed $18,400, (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_Agreement_AMS.NET Professional Services_071521.pdf

11.af Approval of Award of Contract, Reliable Floor Covering Inc., Classroom Flooring Replacement in the "Miami Beach" Bungalows at John Burroughs High School (Deferred Maintenance)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Reliable Floor Covering Inc., for Classroom Flooring Replacement in the "Miami Beach" Bungalows at John Burroughs High School, effective July 16, 2021 through July 15, 2022, not to exceed $39,603 (140-00000.0-00000-85000-6250-432-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Reliable Flooring_JBHS_Def. Maint.pdf

11.ag Approval of Award of Contract, Universal Asphalt, Asphalt Removal and Concrete Replacement, Childcare/Nursery Area at Monterey High School (Deferred Maintenance)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt for asphalt removal and concrete replacement in the childcare/nursery area at Monterey High School, effective July 16, 2021 through July 15, 2022, not to exceed $16,475

(140-00000.0-00000-85000-6170-530-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Universal Asphalt_Monterey_Def. Maint_.pdf

11.ah Approval of Award of Contract, Universal Asphalt, Bid 1314-032, Furnish and Install Slurry Seal and Striping, Stevenson Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt to Furnish and Install Slurry Seal and Striping at Stevenson Elementary School, effective July 16, 2021 through July 15, 2022, not to exceed $9,975 (21.3-00000.0-91008-85000-6170-215-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Universal Asphalt_Stevenson_Bond.pdf

11.ai Approval of Award of Contract, Sportsfield Specialties Inc., Furnish and Install Tennis Court Netting and New Baseball Field Pads, John Burroughs and Burbank High School (Special Reserve)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Sportsfield Specialties Inc., to Furnish and Install Tennis Court Netting and New Baseball Field Pads at John Burroughs and Burbank High School, effective July 16, 2021 through July 15, 2022, 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)

AOC_Sportsfield Specialties_JBHS&BHS_Spec. Reserve.pdf

11.aj Approval of Award of Contract, Universal Asphalt, Bid 1314-032, Furnish and Install Slurry Seal and Striping, Bret Harte Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt to Furnish and Install Slurry Seal and Striping at Bret Harte Elementary School, effective July 16, 2021 through July 15, 2022, not to exceed $25,131 (21.3-00000.0-91008-85000-6170-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Universal Asphalt_Bret Harte_Bond.pdf

11.ak Ratification of Award of Contract, Izurieta Fence Company Inc., Bid 1920-012, Furnish and Reinstall Gate and Fence Panel with Extension, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Izurieta Fence Company Inc., Bid 1920-012, to Furnish and Reinstall Gate and Fence Panel with Extension for the Two-Story Modular Building Project at Walt Disney Elementary School, effective June 8, 2021 through June 8, 2022, not to exceed $8,418.53

(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.

Ratif_Izurieta Fence_Disney_Bond.pdf

11.al Ratification of Award of Contract, Reliable Delivery Service, Move Containers, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Reliable Delivery Service to Move Containers for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $1,100 (21.3-00000.0-91008-85000-5850-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented

Ratif_Reliable Delivery_Disney_Bond.pdf

11.am Approval of 2021-2022 Facility Use Rates
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the 2021-2022 Facility Use Rates, as presented.

Use of Facilities Rates 2021-2022.pdf

11.an Ratification of Agreement for Professional Services
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education ratify the Agreement between the Burbank Unified School District and Concentra to provide occupational health services in the form of pre-employment physicals and screenings, fit-for duty physicals, and first aid only examinations to cover the period of July 1, 2021–June 30, 2022 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Consentra.pdf

11.ao Approval of Agreement– California State University, East Bay
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and California State University, East Bay to provide educational field experience, effective July 16, 2021 through June 30, 2025 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Cal State East Bay.pdf

11.ap Approval of California Multiple Award Schedule (CMAS) Contract 3-19-0-3710A with Khepra Inc./Blue Box for HVAC Cleaning and Disinfecting, District-Wide (Esser Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve California Multiple Award Schedule (CMAS) Contract 3-19-0-3710A with Khepra Inc./Blue Box for HVAC Cleaning and Disinfecting, Districtwide, Esser (Covid) Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_CMAS_Khepra-Blue Box_Esser (Covid).pdf

11.aq Approval of Amendment to Governmental Lease Agreement with Sharp Business Systems – Removal of Restocking Fee Language

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Amendment to Governmental Lease Agreement with Sharp Business Systems, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Sharp Contract Addendum - Restocking Charge.pdf

12. ADJOURNMENT

Burbank Unified School District

Draft Fundraising Priorities for the 2021-2022 School Year

1. **Diversity, Equity, and Inclusion**

   - Books: Diversify District libraries and class sets

	Cost	Students impacted
Novels Elementary	$63,360	6103 students
Novels Middle School	$45,000	3206 students
Novels High School	$48,000	4908 students
Classroom Libraries Elementary	$62,000	6103 students
Classroom Libraries Secondary	$25,000	8114 students
School Libraries k through 12	$80,000	14,217 students
TOTAL	**$323,360**	

   - Professional Development: Currently, BUSD is working with the California Teachers Association (CTA) to deliver unconscious bias training for employees. In addition, we are working with Facing History and Ourselves to deliver professional development for our employees. As we continue to deepen and broaden our knowledge, we will need additional funding to continue this work. **$50,000 per year.**

2. **Technology**

   - BUSD has used federal stimulus funding to close the digital divide by providing elementary at-promise (socioeconomically disadvantaged) students with a Chromebook to use at home for their academic needs. However, we need to establish a fund to replace these devices in the future. 2,300*$300 = **$690,000**

3. **Career Technical Education**

   - Supporting pathways (courses) – restore courses that have been eliminated and/or save courses **$20,000 per course** (25-30 students per course).

4. **Mental Health**

   - For the 2021-22 school year we have one-time funding (federal stimulus) that we are using for Burbank Family Service Agency to add a therapist (1 FTE) that will be used

to meet the expected increase in demand. We need to identify ongoing funding to maintain this level of support. **$90,000**

5. Arts

- To continue to support our classroom teachers and implement our Arts Master Plan, we need additional funding to support all of the robust art programs in our schools.

6. Other Needs

- Outdoor Science School (OSS) – allocate a base level of funding for all elementary schools to help offset the cost of OSS. $20,000 per school ($220,000)
- Math and English Language Arts intervention for elementary students – Response to Intervention (RTI), $80,000
- Advanced Placement (AP) exam fees for at-promise (socioeconomically disadvantaged) students, $40,000

Facilities/Technology Board of Education Agenda Items

Board of Education Meeting – July 15, 2021

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

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



Award of Contract - Facilities

11.ah
Location – Stevenson Elementary School
Project – Slurry Seal and Striping
Contractor – Universal Asphalt
Contract Amount – Not to Exceed $9,975 (Bond Fund)

11.aj
Location – Bret Harte Elementary School
Project – Slurry Seal and Striping
Contractor – Universal Asphalt
Contract Amount – Not to Exceed $25,131 (Bond Fund)



Ratification of Award of Contract - Facilities

11.ak
Location – Walt Disney Elementary School
Project – Bid 1920-012, Furnish and Reinstall Gate and Fence Panel with Extension Two-Story Modular Building Project
Contractor – Izurieta Fence Company
Contract Amount – Not to Exceed $8,418.53 (Bond Fund)

11.al
Location – Walt Disney Elementary School
Project – Move Containers, Two-Story Modular Building Project
Contractor – Reliable Delivery Service
Contract Amount – Not to Exceed $1,100 (Bond Fund)

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Stephanie Fields, Child Development
SUBMITTED BY:	Gabriella Platten, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Adoption of Resolution 1 Certifying the California Department of Education for the Purpose of Providing Child Care and Development Service and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2021-2022 for Contract Number CSPP-1161

Background:

Contract CSPP-1161 in the amount of $292,869 provides subsidized care for preschool programs located at Washington Elementary School for families who meet eligibility criteria established by the California Department of Education.

Discussion/Issues:

Local Boards of Education must approve the resolution certifying approval to enter into a transaction with the California Department of Education for funding the Child Development Programs listed above.

Fiscal Impact:

This annual fund coupled with parent fees support the operation of the program listed above.

Recommendation:

Peter Knapik, Director or Elementary Education recommends that the Board of Education Adopt the Resolution 1 certifying approval to enter into a transaction with the California Department of Education for Funding of Child Development Programs, effective July 16, 2021 through June 30, 2022, and that authority to sign the agreements be exercised pursuant to BUSD – AR 3314, as presented.

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 21 - 22

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021
CONTRACT NUMBER: CSPP-1161
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 19-6433-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION
CONTRACTOR'S NAME: BURBANK UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $292,869.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS
Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 244 5,875.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING: Matt Hill, Superintendent
TITLE: Contract Manager	ADDRESS: 1900 W. Olive Ave, Burbank CA 91506

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 292,869	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6433			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 292,869	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Burbank Unified School District	95-6000418

By (Authorized Signature)



Printed Name and Title of Person Signing

Matt Hill, Superintendent

Date Executed	Executed in the County of
7/15/2021	Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   Burbank Unified School District
2. Federal ID Number:
   95-6000418
3. By (Authorized Signature):
   
4. Printed Name and Title of Person Signing:
   Matt Hill, Superintendent
5. Date Executed:
   7/15/21
6. Executed in the County and State of:
   Los Angeles, CA

RESOLUTION 1

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of Burbank Unified School District

authorizes entering into local agreement number CSPP 1161 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Matt Hill	Superintendent	

PASSED AND ADOPTED THIS 15th day of July 2021, by the Governing Board of Burbank Unified School District of Los Angeles County, in the State of California.

I, Steve Ferguson, Clerk of the Governing Board of Burbank Unified School District, of Los Angeles, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

7/15/2021
(Date)

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Stephanie Fields, Coordinator, Child Development
SUBMITTED BY:	Gabriella Platten, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Adoption of Resolution 2 Certifying Funding of Child Development Programs for Fiscal Year 2021–2022, Contract Number CCTR-1074

Background:

This General Child Care and Development Program contract, CCTR–1074 in the amount of $586,916 provides subsidized care for the following school age programs serving kindergarten thru 5th grades at Bret Harte Children's Center, Washington Children's Center, Emerson Children's Center and for the teen parent program at Monterey School for families who meet eligibility criteria established by the California Department of Education.

Discussion/Issues:

Local Boards of Education must approve the resolution certifying approval to enter into a transaction with the California Department of Education for funding the Child Development Programs listed above.

Fiscal Impact:

This annual fund coupled with parent fees support the operation of the program listed above.

Recommendation:

Peter Knapik, Director, Elementary Education recommends that the Board of Education Adopt Resolution 2 Certifying Approval of the Board of Education to enter into a transaction with the California Department of Education for Funding of Child Development Programs, effective July 16, 2021 through June 30, 2022, and that authority to sign the agreements be exercised pursuant to BUSD – AR 3314, as presented.

STATE OF CALIFORNIA

F.Y. 21 - 22

DATE: July 01, 2021

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-1074
PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS
PROJECT NUMBER: 19-6433-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONTRACTOR'S NAME: BURBANK UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $586,916.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS
Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 244 11,847.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Matt Hill, Superintendent
TITLE Manager or Agent for CDSS	ADDRESS 1900 W. Olive Ave, Burbank CA 91506

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 586,916	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE $ 586,916	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE		

CONTRACTOR'S NAME: BURBANK UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-1074

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 132,764	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656	FC# 93.596	PC# 000321	
$ 0	13609-6433			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 132,764	5180-101-0890	B/A	2021	2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 61,031	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656	FC# 93.575	PC# 000324	
$ 0	15136-6433			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 61,031	5180-101-0890	B/A	2021	2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 393,121	Child Development Programs		General	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656			
$ 0	23254-6433			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 393,121	5180-101-0001	B/A	2021	2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-6105 Rev-8590		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE 7/15/ 2021	

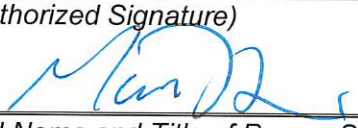
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* Burbank Unified School District	*Federal ID Number* 95-6000418
By (Authorized Signature) 	
Printed Name and Title of Person Signing Matt Hill, Superintendent	
Date Executed 7/15/2021	*Executed in the County and State of* Los Angeles CA

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Burbank Unified School District	95-6000418
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Matt Hill, Superintendent	
Date Executed	*Executed in the County of*
July 15, 2021	Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.
Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:
a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Burbank Unified School District

1900 W. Olive Ave

Burbank CA 91506

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
Burbank Unified School District	CCTR 1074

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Matt Hill, Superintendent

SIGNATURE

DATE

7/15/2021

RESOLUTION 2

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of Burbank Unified School District

authorizes entering into local agreement number CCTR 1074 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Matt Hill	Superintendent	

PASSED AND ADOPTED THIS 15th day of July 2021, by the Governing Board of Burbank Unified School District of Los Angeles County, in the State of California.

I, Steve Ferguson, Clerk of the Governing Board of Burbank Unified School District, of Los Angeles, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

7/15/2021
(Date)

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

AMENDED 7/15/2021

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:	May 6, 2021
SUBJECT:	Approval of Amended Designation of High School Representatives

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Background:
The California Interscholastic Federation (CIF) governs high school interscholastic athletics, promoting equity, quality, character and academic development. Burbank High School and John Burroughs High School have been member schools in the CIF Southern Section for many years. Within each of the sections of the CIF are leagues to which member schools are assigned. In past years, Burbank High School and Burroughs High School have been part of the Foothill League. Beginning in 2006-2007, the sports programs at the two high schools became part of the CIF Pacific League. The CIF Pacific League includes eight high schools: Arcadia High School, Burbank High School, John Burroughs High School, Crescenta Valley High School, Glendale High School, Hoover High School, Pasadena High School, and Muir High School.

Discussion/Issues:
Education Code 33353 (a) (1) gives the authority for high school athletics to the Board of Education. This Education Code and CIF require that the Board annually approve the CIF representatives for the two high schools. This officially allows the representatives voting privileges in the CIF league. Thomas Crowther, Principal, and Brian James, Assistant Principal, alternative representative, are designated as the CIF representatives for Burbank High School in the Pacific League. Matt Chambers, Principal, and Steven Hubbell, Assistant Principal, are designated as the CIF representatives for John Burroughs High School in the Pacific League.

Fiscal Impact:
Designating the principals at the high schools as the CIF representatives will not impose costs to the District.

Recommendation:
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the amended designation of principals, Thomas Crowther and Matt Chambers as the representatives of Burbank High School and John Burroughs High School; and assistant principals Brian James and Steven Hubbell, serving as the designated alternative representative from Burbank High School, and John Burroughs High School, respectively, to the California Interscholastic Federation (CIF) Southern Section, Pacific League, 2021-2022 school year, and to require such representatives to immediately notify the Superintendent of any proposed or pending actions that financially impact the Burbank Unified School District, as presented.

Burbank Unified School District
2021-2022 Designation of CIF Representatives to League

Burbank High School
Thomas Crowther, Principal
902 N. Third Street
Burbank, CA 91502
818-729-5100
818-845-6122 (FAX)
thomascrowther@burbankusd.org

Burbank High School
Brian James, Assistant Principal, Activities/Athletics
902 N. Third Street
Burbank, CA 91502
818-729-5100
818-845-6122 (FAX)
brianjames@burbankusd.org

John Burroughs High School
Matt Chambers, Principal
1920 Clark Avenue
Burbank, CA 91506
818-729-6900
818-846-9268 (FAX)
deborahmadrigal@burbankusd.org

John Burroughs High School
Steven Hubbell, Assistant Principal, Activities/Athletics
1920 Clark Avenue
Burbank, CA 91506
818-729-6900
818-846-9268 (FAX)
stevenhubbell@burbankusd.org

Matt Hill, Superintendent
1900 West Olive Avenue
Burbank, CA 91506
818-729-4422
818-729-4550 (FAX)
matthill@burbankusd.org

Burbank Unified School District
Special Education Department

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:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Parent Representative to the Community Advisory Committee (CAC) (Special Education)

Background:

The Foothill Advisory Special Education Local Plan Area (SELPA) Community Advisory Committee (CAC) is a group of parents, educators and community members who are concerned with the educational needs of children with disabilities. The CAC services in an advisory capacity to the Foothill SELPA regarding community options, concerns, and suggestions pertaining to special education and related services to students with disabilities. Burbank USD is part of the Foothill SELPA, along with Glendale USD and La Canada USD. The District has provided parent CAC representation to this committee for many years.

Discussion/Issues:

Each district in the Foothill SELPA has parent representatives who attend CAC meetings. The parent representatives serve two-year terms. The meetings occur four times per year and are intended to serve in an advisory capacity in the review and development of the Local Plan for Special Education. CAC representatives provide input to the Foothill SELPA governance council in serving students and families with special needs. Pam Grassedonio, parent of a student with an Individualized Education Program ("IEP) in BUSD, has volunteered to serve in this role for the 2021/2022 and 2022/2023 school years. Ms. Grassedonio has extensive background, experience and knowledge in supporting children with diverse needs.

Fiscal Impact:

None

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the appointment of parent, Pam Grassedonio, as a BUSD representative to the Foothill SELPA CAC.

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Burbank Unified School District
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Leticia Castillo, Supervisor, Human Resources
SUBMITTED BY:	Leticia Castillo, Supervisor, Human Resources
DATE:	July 15, 2021
SUBJECT:	Adoption of Resolution 3 for the Elimination or Reduction of Services for Classified Positions

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Background:
When it becomes necessary to eliminate or reduce classified bargaining unit positions, the Board of Education must approve such reductions and/or eliminations. Subsequent to the Board's approval, employees must be notified not less than 60 days prior to the effective date of the reduction or elimination of their positions.

Discussion/Issues:
These recommendations have been shared with a representative from the California School Employees Association (CSEA), Chapter 674

There are five positions being recommended for elimination:

- There is one 6 ½ hr/day Instructional Assistant-Severely Impaired position at Roosevelt Elementary being recommended for elimination due to lack of work. This is a 1:1 position and the student has moved out of the District. This position is funded through the following appropriation number, 01.0-65000.0-57601-11100-2110-21430000. The elimination of this position may involve bumping.
- There is one 5 hr/day Instructional Assistant-Severely Impaired position at Roosevelt Elementary being recommended for elimination due to lack of work. Per IEP, the support needed has changed. This position is funded through the following appropriation number, 01.0-33100.0-57601-11100-2110-2143000. The elimination of this position may involve bumping
- There is one 6 hr/day Instructional Assistant-Special Education position at Emerson Elementary being recommended for elimination due to lack of work. Per IEP, the support needed has changed. This position is funded through the following appropriation number, 01.0-33100.0-57602-11100-2110-2033000. The elimination of this position may involve bumping.
- There is one 3 ½ hr/day Barbecue Cook position at Burroughs High School being recommended for elimination due to lack of work. The lack of work is due to no longer barbecuing. This position is funded through the following appropriation number, 13.0-53100.0-00000-37000-2210-4320000. This position is currently vacant and will not involve bumping.
- There is one 2 hr/day Barbecue Cook position at Muir Middle School being recommended for elimination due to lack of work. The lack of work is due to no longer barbecuing. This position is funded through the following appropriation number, 13.0-53100.0-00000-37000-2210-3220000. This position is currently vacant and will not involve bumping.

There is one position being recommended for a reduction:

- There is one 7 ½ hr/day Educational Interpreter IV position at Muir Middle School being recommended for a reduction to 6 ½ hr/day due to lack of work. The schedule for the students this position supports has changed. This position is funded through the following appropriation number, 01.0-33100.0-57602-11104-2110-3220000. This position is currently vacant and will not involve bumping.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 3 for the Elimination or Reduction of Services for Classified positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
July 15, 2021

In the Matter of Layoff of
Classified Employees **RESOLUTION 3**

WHEREAS, Due to lack of work and/or lack of funds this Board hereby finds that it is in the best interest of the Burbank Unified School District to eliminate or reduce classified positions pursuant to provisions in the California Education Code and consistent with Article 15 in the Agreement with CSEA, Chapter 674, to the following extent:

	FTE
Eliminate one Instructional Assistant – Severely Impaired	.8125
Eliminate one Instructional Assistant – Severely Impaired	.625
Eliminate one Instructional Assistant-Special Education	.75
Eliminate one Barbecue Cook	.4375
Eliminate one Barbecue Cook	.25
Reduce one Educational Interpreter IV	.125

BE IT FURTHER RESOLVED, That the Superintendent is hereby authorized and directed to investigate any bumping or displacement rights of affected classified employees and to give appropriate layoff notices to the affected employees pursuant to provisions in the California Education Code and consistent with Article 15 in the Agreement with CSEA, Chapter 674, not less than 60 days prior to the effective date of layoff subject to negotiations to the extent required by law and the CSEA agreement.

ADOPTED, the 15th day of July 2021, by the Governing Board of the Burbank Unified School District.

_____
Clerk

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	July 15, 2021
SUBJECT:	Acceptance of Gifts

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

a. The Burbank Arts and Education Foundation wishes to donate to the District $5,000 to be used to pay for expenses associated with the Instrumental Music Association (IMA) program at Burbank High School.

b. Jon Schafer wishes to donate to the District $1,000 to be used for AP (Advanced Placement) Tests for economically challenged students.

c. Sean Dugan and Linda Walmsley wish to donate to the District $550 to be used for AP (Advanced Placement) Tests for economically challenged students.

d. Michael and Katherine Hastings wish to donate to the District's $275 to be used for AP (Advanced Placement) Tests for economically challenged students.

e. Debbie Kukta wishes to donate to the District $275 to be used for AP (Advanced Placement) Tests for economically challenged students.

f. Irwin and Holly Golden wish to donate to the District $275 to be used for AP (Advanced Placement) Tests for economically challenged students.

g. Elena Hubbell wishes to donate to the District $150 to be used for AP (Advanced Placement) Tests for economically challenged students.

h. Sharon and Gail Draper wish to donate to the District $110 to be used for AP (Advanced Placement) Tests for economically challenged students.

i. Bob and Chez Mohler wish to donate to the District $110 to be used for AP (Advanced Placement) Tests for economically challenged students.

j. Steve Roman wishes to donate to the District $110 to be used for AP (Advanced Placement) Tests for economically challenged students.

k. Bill and Marilyn Wiggins wish to donate to the District $55 to be used for AP (Advanced Placement) Tests for economically challenged students.

l. Dave and Judy Kemp wish to donate to the District $55 to be used for AP (Advanced Placement) Tests for economically challenged students.

m. Carole Kubasak wishes to donate to the District $55 to be used for AP (Advanced Placement) Tests for economically challenged students.

n. The Connor Project LLC wishes to donate to the District $10,500 to be used by Burbank High School at the site's discretion.

o. Biscuit Filmworks -Credit Karma wishes to donate to the District $500 to be used to purchase materials and supplies at Roosevelt Elementary School.

p. The Blackbaud Giving Fund wishes to donate to the District $576.93 to be used to purchase materials and supplies at Dolores Huerta Middle School.

Burbank Unified School District
Special Education Department

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:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 960036992 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 960036992 concerning services and/or school placement, a formal settlement agreement was offered on June 24, 2021 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 $5,500.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960036992, not to exceed $5,500 (01.0-65000.0-50010-36000-5813-7440000), effective June 24, 2021 through July 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 160003888 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 160003888 concerning services and/or school placement, a formal settlement agreement was offered on June 30, 2021 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 $10, 000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 160003888, not to exceed $10,000 (01.0-65000.0-50010-36000-5813-7440000), effective June 30, 2021 through May 26, 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

JOINT MEETING WITH THE BURBANK CITY COUNCIL

June 8, 2021

Virtual Meeting - Burbank, California

A. **Public Comment:**

B. **Closed Session via Teleconference (pertains to Burbank City Council only):**
1. Conference with Legal Counsel – Existing Litigation:
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Noemi Zazueta v. Dollar Kings Inc., et al.
   c. Case No.: 18STCV07428
   d. Brief description and nature of case: Personal Injury

C. **Call to Order: 6:00 p.m.**

The meeting was called to order at 6:01 p.m. by Mayor Bob Frutos.

D. **Flag Salute:**

Mayor Frutos welcomed all School Board Members, City Council Members, and City and District staff members, and led the Pledge of Allegiance.

E. **Roll Call:**

City Council Members Present:
Bob Frutos, Mayor
Jess Talamantes, Vice Mayor
Sharon Springer, Member
Nick Schultz, Member
Konstantine Anthony, Member

Also present: Justin Hess, City Manager, Amy Albano, City Attorney, and Zizette Mullins, City Clerk.

Board of Education Members Present:
Steve Frintner, President
Charlene Tabet, Vice President
Steve Ferguson, Clerk
Emily Weisberg, Member
Armond Aghakhanian, Member

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

F. **Announcements:**

The Mayor made announcements on various topics of interest to the community. He announced the passing of former Mayor Daniel Remy. He expressed his condolences to his family and friends and

announced that the meeting would adjourn in his memory.

G. **Council Presentations/Recognitions:**

1. Presentation of the "Austin Cook Award for Outstanding Youth" to students Elina Hayrikyan, John Muir Middle School, and Lina Mirzakhani, Burbank High School.

Tony Ordoukhanian, Parks and Recreation, led the recognition and Mayor Frutos congratulated the students and presented Recognition Certificates.

2. Presentation of a Proclamation Declaring June 2021 as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual (LGBTQIA+) Pride Month in the City of Burbank – City Council

Mayor Frutos read the LBGTQIa+ Pride Month Proclamation. Bob Rodriguez, YMCA Marketing Director, announced the opening of the Impact Center at the YMCA. Council Member Schultz asked that the pride flag be displayed throughout the City. Board Clerk Member Ferguson briefly commented and expressed his excitement regarding the proclamation and thanked the Council for the gesture.

H. **City Manager Report:**

City Manager Justin Hess indicated there were no items to report.

I. **Reporting on Closed Session:**

City Attorney Albano reported that the City Council met in Closed Session regarding Closed Session items listed on the agenda as B.1a through B.1d.

J. **Joint General Public Comment:**

Mayor Frutos announced that the Council and the Board would allow public comment at two minutes each regarding Council or Board of Education matters. He then invited the speakers to call in.

Calling in to comment were: Jane Acton, Dennis Napolitano, Alondra Lopez, Jaime Keyser, Ever Huerta (District Student), John Matrix, Carmenita Helligar (District Parent), Fernando Roland, John Henry, Rene (last name was not provided), and Louise Solomon.

Ever Huerta, JBHS student and DEI Committee Member, commented on his desire to see the LGBTQIA+ Pride flag flown at City Hall just like they are at Burbank schools.

Carmenita Helligar, parent, thanked the Board for allowing the pride flag to be flown at District schools and expressed her concerns regarding the School Resource Officer program.

Fernando Roland commented regarding adequate accessibility to students with disabilities at District schools.

K. **Council, BUSD Board Members, City Manager, Superintendent and/or City Attorney Comment:**

Mayor Frutos recognized each Board of Education Member and invited them to respond to public comment. All Board of Education Members expressed happiness at seeing the LGBTQIA+Pride flag at Burbank schools, congratulated BUSD students on being recognized and honored this evening for the Austin Cook Award, and noted that some of the comments would be addressed during the upcoming SRO presentation and that all schools are ADA compliant.

All Board Members thanked the Council for hosting the Joint Meeting and hoped for additional Joint

Meetings in the future.

The Council then responded to public comment and announced that the LGBTQIA+ Pride flag would be flown at City buildings, congratulated BUSD students on the recognition of the Austin Cook Award, information regarding City Council Members' stipends was clarified, and community members were referred to the City's website to learn more about City Council members' remuneration and to learn about the great work being done in the City.

The meeting of the Joint Council and Board of Education started at 7:04 p.m.

L. **Joint Meeting with Burbank Unified School District (BUSD)**

1. Recognition of Joint BUSD/Burbank Fire Department Vaccine Clinics and Update on Youth Vaccinations

   Recommendation: Note and File. (OF 28,819)

Eric Baumgardner, Emergency Management Coordinator, reported on the joint partnership with Providence Saint Joseph Medical Center and the Burbank Unified School District to provide the vaccine clinics and thanked District Health and Student Services staff for their support.

Mayor Frutos, Superintendent Hill, and President Frintner recognized the partnership between the City of Burbank and the Burbank Unified School District to hold vaccination clinics with Burbank Fire Department to provide vaccinations to City and District employees.

Director of Student Services Stacy Cashman thanked the members of the Burbank Fire Department, District Lead Nurse Lenora Aguilera, District staff members Melinda Drechsler, Hector Garcia, District teachers and nurses who assisted in providing these services.

Superintendent Hill then reported that the District will continue to work with the Los Angeles County Public Health Department to provide vaccination clinics at District schools for students 12 and older; if and when vaccinations for children 12 years and under are approved, a similar process will be followed with guidance from the County.

2. Community Childcare and Update on Horace Mann (OF 28,820)

Superintendent Hill provided an update on the selection of the YMCA as the new provider of childcare who will be leasing the District's Horace Mann site beginning July 1, 2021. Board Members added their comments and expressed confidence in the partnership and the new plan of operation to provide quality childcare in Burbank; Council Members agreed that quality child care opportunities were important for the City of Burbank.

3. BUSD Reopening Plans

Superintendent Hill provided an update on our continuing reopening plans. He described how the hybrid model worked and described options for students moving forward with an emphasis on keeping students and staff safe and the need to provide crossing guard support. He looks forward to the full-time in-person model in the fall. Board Members and City Council Members were provided an opportunity to weigh in with their comments. The Board extended an invitation to the Council to visit District school sites during the reopening of school in August. The Council thanked the District for teaching students during this challenging year and for working to safely reopen in August.

4. Update on a Memorandum of Understanding between the Burbank Unified SchoolDistrict and the City of Burbank for the Cooperative Use of Swimming Pools (OF 28,821)

Recommendation: Receive an update on a memorandum of understanding (MOU) between the Burbank Unified School District and the City of Burbank for the cooperative use of swimming pools and provide direction as necessary.

Deputy Director of Burbank Parks and Recreation, Diego Cevallos, provided an update on the Memorandum of Understanding between the City of Burbank and the Burbank Unified School District to allow District students to use the City's swimming pools until repairs at the high school swimming pools have been completed.

The City and the District commented on how they value the joint use partnership and see a clear opportunity to utilize the MOU to benefit over 130 athletes. The McCambridge Park pool provides a suitable venue to safely host the BHS students as they condition and work towards achieving their athletic goals and objectives. The City looks forward to working alongside District staff to continue the support of high school athletics.

Additional conversation by Board Members and Council Members took place regarding coaches used as adult supervision for the pools, the hours of operations for certain City pools, the joint use of District and City athletic fields, and the need to continue to work together for the benefit of students and the community.

Vice Mayor Talamantes asked that staff amend the five-year Memorandum of Understanding (MOU) to a three-year MOU and that the purchase of pool supplies by both organizations be reviewed for possible savings.

Mayor Frutos indicated his support of the MOU because it is good for students.

5. Report on the Burbank Police Department's School Resource Officer Program
Recommendation: Note and File. (OF 28,822)

Sergeant Stephen Turner used a PowerPoint to provide an overview of the School Resource Officer (SRO) program. Board Members and Council Members were given an opportunity to weigh in on the discussion. The SRO program is a well-established partnership between the City and the BUSD, with SROs having maintained a presence on District campuses for approximately 40 years. The SROs perform a variety of public safety, crime prevention, and educational services related to youth within the City's schools.

School Board Member Emily Weisberg and Clerk Steve Ferguson comprised the Board subcommittee that met with Sgt. Turner throughout the year on this program. Additional conversation took place about the need to implement policies regarding suicide support, the need to clearly identify the role of the SRO to make sure that all students feel safe and protected, and the recent survey administered to students to find better ways to connect the students with the SROs as the program was important for the safety of students.

Council Members asked questions about child abuse training, parental notification when students are detained, the number of recent arrests, and Active Shooter trauma kits. It was suggested that the recent student survey be sent to City Council members for review.

Vice Mayor Talamantes asked about mental health and students with disabilities training and noted that the Council had not been informed or included regarding the work of the subcommittee. Clerk Ferguson noted that due to the current COVID conditions, it had been difficult to inform the Council regarding the work of the subcommittee, but said he hoped to continue to work together with the Council.

Mayor Frutos noted that Sergeant Turner is a long-time Burbank resident and that he was committed to the Burbank community. He was looking forward to Member Schultz joining the subcommittee, as communication and commitment were important for the success of the SRO program.

6. Opportunities to Publicize City Resources Available to BUSD Students

Recommendation: Discuss opportunities for improved communication of City of Burbank resources for student successes to Burbank Unified School District students. (OF 28,823)

Mayor Frutos introduced Elizabeth Goldman, Library Services Director, who described the various resources and programs offered by the Burbank Public Library System and Burbank Parks and Recreation to District students, such as online resources, summer reading program, partnering with school libraries, the Counseling in Training Program, etc.

President Frintner thanked Ms. Goldman for her presentation and Board Members were given an opportunity to comment.

Clerk Ferguson asked if the City could provide wi-fi at Parks and Recreation locations. Marissa Garcia, Parks and Recreation Director said that wi-fi services is currently available at most local parks and that staff is working to further improve connectivity.

Vice President Tabet asked about putting flyers online to advertise some of these programs and resources.

The Council then commented on the possibility of using the Public Information Officer office and Channel 6 to advertise all Library and District information for students, including translations.

7. Closing Remarks

All members were given an opportunity to make their closing remarks, express their appreciation for this meeting platform, provide suggestions regarding fundraising efforts, form a buddy system, and reaffirm the strong partnership between the two bodies.

Mayor Frutos asked that the District schedule a Joint Town Hall Meeting to get input from the residents and to come up with better policies together. He then recognized Burbank HS, John Burroughs HS, Dolores Huerta Middle School, and Luther Burbank Middle School for receiving the 2021 California Exemplary Arts Education Award.

The meeting of the Joint Council and Board of Education ended at 9:16 p.m.

The Board of Education was not virtually present for the remainder of the agenda, items M through R.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

7/15/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

June 17, 2021

Virtual (Online) Meeting
Burbank, California

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

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

1. CALL TO ORDER

The Closed Session was called to order at 6:05 p.m. by President Frintner

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Comments and Responses

The Board adjourned to Closed Session at 6:05 p.m.

3. CLOSED SESSION

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

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

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

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

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:08 p.m. Board Member Armond Aghakhanian, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Frintner reported that Closed Session items 3a through 3d, were for discussion only, with no action taken.

President Frintner announced the passing of long-time teacher, principal, and administrator, Emilio Urioste Jr. He expressed his condolences to his family and friends and announced that the meeting would be adjourned in his memory.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

Clerk Ferguson expressed his sadness regarding the passing of Mr. Urioste and requested a formal tribute, such as tree planting, a bench dedication, etc., and that a sub-committee be formed to commemorate his service to JBHS and the District.

Vice President Tabet agreed with Clerk Ferguson regarding the formal tribute and noted that he was a great leader.

8. REQUESTS TO ADDRESS THE BOARD

8.a Public Communications

Joel Schlossman, Resident, was allowed to join the meeting via a Zoom format. He commented on the passing of former JBHS Principal Emilio Urioste and the success of his son while attending JBHS. He then commented on the renewal of contracts for the four Assistant Superintendents and expressed his view points. He also commented on the naming of Dolores Huerta MS, the Board's DEI dictatorial position as published on the District's website, District reading and math scores, and asked that the Board table the renewal of the contracts to further discuss.

Caroline Solberg, Parent, was allowed to join the meeting via a Zoom format. She suggested that an internal document listing all the District Master Plan including at least one Goal that can be reviewed at the beginning and the end of each school year. She was happy to see Goal 1.9 listed and asked that 4.6, the Communications Plan be added to the website.

Ethan Ransom, Parent, was allowed to join the meeting via Zoom format. He commented regarding the recent DEI engagement subcommittee meeting and expressed his concerns regarding the current virtual formal to discuss cultural concerns or the particulars about fully implementing the District’s anti-racist statement. He felt that some of the arguing points do not accurately or fully represent each other perspectives. He is looking forward to meeting with Superintendent Hill to continue the conversation about longing for a colorblind society and to see anti-racism as something else. Frameworks and logical outflows of anti-racism as defined by writers like civics and ethnic studies racism could be an approach to allow children of color to identify with society. He suggested that the work must proceed with care and he looked forward to a more effective forum to discuss his ideas.

8.b Staff Responses

Superintendent Hill thanked Joel Schlossman for his comments regarding Emilio Urioste and noted that Mr. Urioste was a loss for the Burbank Community and that he will be missed and honored by all who knew him. He noted that every Classified employee in the District that is asked to work extra days, as approved by contract, is paid for working extra days. Certificated management employees currently do

not get paid for extra workdays. Other employee groups such as classified management and classified employees if asked to work during a vacation day are compensated. Certificated management (contracted employees) have not been allowed to be compensated. Employees are encouraged to take vacation days, however, if work is required then employees need to be compensated. He proposed that the four contracted employees be approved and then focused on other employees, such as BASA by working with the County and the Board to figure out the next steps. He thanked parent Caroline Solberg for her comments and noted that the Master Plan had not been revised this year due to the failure of Measure I and COVID, and that part of the goal is to revise the Master Plans and continue the conversation with the Board to possibly include her suggestion of including SMART goals. He then thanked Ethan Ransom for joining the DEI subcommittee and for meeting with him. He was looking forward to the next coffee chat. He clarified that the role of the subcommittees is to focus on communication and how to inform the public. The Public Comment format does not work virtually or in-person because of the time limit, but he was hopeful that future forums would be more appropriate to get points across and to listen to each other and noted that his colorblind topic would be discussed at the next coffee chat and briefly explained his position.

8.c Board Members' Comments and Responses

Member Weisberg thanked all the speakers and noted that it has been brought to her attention that public speakers have been gendered appropriately and apologized, as the intent is to create a safe space and respect and that new practices will be in place to avoid such mistakes to allow for growth and improvement. She then acknowledged Juneteenth, which is now a federal Holiday to emancipate the slavery of African Americans. She thanked the City Council for the recent joint meeting. She looked forward to working with the Council in the future. She heard Joel Schlossman's comments and noted that all Board members bring their own expertise and that all decisions are made carefully and thoughtfully with students in mind. Education work is challenging and this past year even more challenging. Educators do not work for the money and that the focus is to support students and the community. She then thanked Ethan Ransom as she appreciated his willingness to learn end encourage him to think about anti-racism not as separation, but rather acknowledging past separation and working to bring it all together. She then briefly commented regarding color blindness and Critical Race Theory (CRT) and noted that such course is taught at law school (college level) not K-12, which is not age appropriate. She then thanked principals Oscar Macias and Jennifer Meglemre for allowing her to visit Luther Burbank MS and Dolores Huerta MS.

Member Aghakhanian thanked the speakers and commented on the passing of Emilio Urioste and shared his personal interactions and agreed with his colleagues to honor him, such as a scholarship. He commented on diversity and community support and encouraged everyone to hear each other stories. He thanked the City Council for the joint meeting and he looks forward to future meetings. He agreed that the best method of communication is in-person meetings and he looked forward to seeing everyone in-person.

Clerk Ferguson reported that he has asked for an all Master Plan report in the near future and agreed with Caroline Solberg that attributing the SMART goals is a great idea considering the failures of the recent Parcel Tax measures, which financially continued to negatively impact the budget. He also thanked her for her support regarding the community college access goal. He thanked Joel Schlossman for his kind comments regarding Emilio Urioste and noted that Dolores Huerta is an icon and he was proud of his vote. He also supported Member Weisberg as he has seen her dedication since taking office in December and he is grateful for being a part of the team. He agreed with Ethan Ransom that public comment is not the best way to share comments and thanked him for engaging in Diversity, Equity, and Inclusion work and encourage him to continue to work with the Committee. He also thanked Mayor Frutos for his leadership and the rest of the Council for the collaboration.

Vice President Tabet noted that this was a tough week and thanked and congratulated students, parents, and coaches for participating in team sports, and announced some of the teams that participated in state playoffs. She thanked Caroline Solberg and agreed with her idea about goal setting and she suggested that posters are posted at schools to remind staff and students regarding the Goals. She also suggested that the District continues to recognize the graduates of the ED100 program. She enjoyed the Joint meeting with the Council and she looked forward to continue the work with the Council. She asked that a few members

of the Communications Master Plan Committee be given an opportunity to review the Plan prior to publishing on the District's website.

President Frintner confirmed that the Ed100 recognitions continue to take place. He then thanked all the speakers for their comments and for share ideas with the Board. He thanked Joel Schlossman for his kind words regarding Emilio Urioste and shared his personal interaction with Mr. Urioste. Sometimes is not feasible to take vacation and agreed with his colleagues that all employees have worked harder during the pandemic. He agreed with Ms. Solberg about working toward implementing smart goals and that the Communications Plan is published on the website. He thanked Ethan Ransom for his willingness to engage and noted that he was correct that this current format is not a perfect format. Public Comment allows the public to voice opinions and/or concerns and for the Board to acknowledge what people are saying and respond to items that may need clarification. He briefly commented regarding colorblind society and the importance of acknowledging the experiences and differences of different groups and he was looking forward to continuing the conversation. He also thanked members of the City Council as he felt that it was a productive meeting and he also looked forward to further conversations with the Council.

9. REPORTS TO THE BOARD

9.a Superintendent's Comments

Superintendent Hill announced that the Burbank Association of School Administrators was exploring a scholarship in memory of Emilio Urioste and noted that Ed100 program recognitions will continue to take place during the next school year. He then congratulated and thanked Deborah Madrigal, Jacquie Day, and Amy Wawrychuk for their service.

John Paramo introduced Dr. Matt Chambers as the new principal at John Burroughs High School and provided his qualifications and work experience.

Matt Chambers thanked the Board for the opportunity, express his sadness regarding the passing of Mr. Urioste and noted that he was looking forward to seeing and meeting all students in August 2021.

All Board members welcomed and congratulated Principal Chambers and expressed their excitement, as they all looked forward to great things to happen at JBHS.

Burbank High School Principal Tom Crowther also expressed his gratitude to Mr. Urioste and noted that he is the reason he is now an educator. He then introduced Heather Pittman as the new Assistant Principal, Curriculum and Instruction and provided her qualifications and education and welcomed her to Burbank High School.

Heather Pittman was excited and honored to work on curriculum and instruction and thanked the Board for the opportunity.

All Board members and Superintendent Hill congratulated Ms. Pittman and welcomed her to the Burbank High School Bulldog community.

Dolores Huerta Middle School Principal Jennifer Meglemre introduced Edwin Taylor, as the new Assistant Principal and provided his qualifications and work experience.

Edwin Taylor thanked the Board for the opportunity and he was looking forward to the new chapter in his life.

All Board Members welcomed Ms. Taylor to the Dolores Huerta family and congratulated him and wished him the best in his new role.

9.b Report on Alternative Schedule for Burbank Community Day School

John Paramo, Assistant Superintendent, Educational Services, reported on the alternative schedule for Burbank Community Day School, as presented.

Alternative Schedule for CDS 6 17 21.pdf (OF 28,824)

Community Day School Alternative Education Administrator Frank Fuentes used a PowerPoint to guide his presentation. He noted that during the pandemic, the Burbank Community Day Schooled learned a lot about the character of the students they serve and their special needs. The proposed schedule change during the pandemic from 20- week semesters to 10-week quarters and from six 60-minute classes to three 80-minute classes proved to be very beneficial for the majority of our students and their academic progress. With three fewer classes, students had more time to concentrate on completing school work and thoroughly learning their subjects. Each class is currently 80 minutes, giving the teachers time to dive deeply into the important concepts and help the students master them. The proposed schedule exceeds the California Department of Education's 360 daily instructional minutes while allowing the school to bank time to have a late start once a week giving teachers time to collaborate. The school schedule would consist of three 108-minute classes for 10-week quarters and one additional 40-minute PBIS/Credit recovery class. The proposed schedule would meet student's academic needs by giving them more time to concentrate on only 3 courses as opposed to 6 courses. The credit recovery component would help students catch up on credits which would allow them to transfer to MHS or their home school in the future with an opportunity to graduate on time. The PBIS class would help meet some of the social-emotional needs as well as giving them tools to become productive members of society. The once-a-week late start would give the teachers time to collaborate to better utilize the curriculum or meet the needs of At-promise students.

Member Weisberg thanked Mr. Fuentes for focusing on student mental health and social-emotional needs and asked if the change reduced the number of credits or what he felt is a downfall. Mr. Fuentes noted that the downfall was longer periods 3 instead of 6 to focus on struggling subjects.

Clerk Ferguson thanked Mr. Fuentes for his presentation and said that he would like to discuss the PBIS model to ensure that student needs are being met and requested an annual report with an emphasis on attendance, the longer class sessions, and the PBIS curriculum.

Member Aghakhanian agreed that an annual report is important to ensure that student needs are being met.

Vice President Tabet also agreed that making things work for students was important and thank staff for meeting student needs the best way possible.

President Frintner noted that it was important to find ways to reach all students. He also was concerned regarding the two-hour courses being too long for students. Mr. Fuentes noted that many options are available to make the new schedule work for students.

9.c 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_6_17_21.pdf (OF 28,825)

Debbie Kukta used a PowerPoint to report on current Facilities and Technology projects by location, vendor, project, and cost.

10. PUBLIC HEARING

The Public Hearing for items 10a through 10e opened at 9:28 p.m. There were no public comments.

10.a Public Hearing on the 2021-2022 Local Control and Accountability Plan (LCAP) and Budget

The Board of Education conducted a public hearing to receive input from any interested parties on the District's 2021-2022 Local Control and Accountability Plan (LCAP) and Budget which has been made available for public review prior to the Board meeting per Education Code Section 42103 and 52062, as presented.

Proposed Budget LCAP 2021-22 Public Hearing.pdf (OF 28,826)

Debbie Kukta reported that the District must prepare an annual budget for the fiscal year July 1 through June 30 which must be reviewed and approved and submitted to LA County Office of Education on or before July 1 of the fiscal year (LACOE has always asked for it by June 30). This budget is based upon assumptions regarding projected enrollment and state and federal funding among other factors. Once adopted by the Board of Education, the adopted budget is submitted to the County Office of Education for review and approval before forwarding to the State Department of Education. Discussion/Issues: The Board of Education will conduct a public hearing on the 2021-2022 Budget of the District for the year ending June 30, 2021 at the June 17, 2021 Board meeting, prior to Final Adoption on June 23 as required by Education Code. There is no fiscal impact in adopting the budget. However, not having a budget adopted by the statutory timelines would lead to the County withholding funding until it is received, including payroll.

10.b First Reading of the 2021-2022 Burbank Unified School District Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP)

Peter Knapik, Director, Elementary Education, reported on the 2021-2022 Burbank Unified School District's Local Control and Accountability Plan (LCAP), as presented. Note: Due to the size of this document, the 2021-2022 Burbank Unified School District's Local Control and Accountability Plan (LCAP) will not be duplicated for distribution. However, copies are available for review in the Instructional Services Department, or by contacting Peter Knapik at (818) 729-4482 or by email at peterknapik@burbankusd.org.

First Reading_LCAP 061721.pdf (OF 28,827)

Peter Knapik used a PowerPoint to report on the LCFF requirements for school district stakeholders to develop a Local Control and Accountability Plan (LCAP) to spend the supplemental grant, concentration grant, and base grant funding. Supplemental grant funding and concentration grant can be used for targeted programs for high-need students or by running school-wide or district-wide programs that can serve additional students as well. The LCAP shall be used to provide details regarding the actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code and must describe goals and specific actions to achieve those goals for all pupils and each subgroup defined in Education Code. The District must adopt a three-year plan and update it annually according to the data results. The LCAP draft document has been the result of several months of stakeholder input, review of performance metrics, and program data. There have been five LCAP Advisory Committee meetings throughout the school year, and progress on the Plan has been discussed at several Board of Education meetings. On May 15, 2021, the Board of Education held a Town Hall Meeting, to provide further community input, review current LCAP Base Grant and Supplemental Grant programs, and discussing programs proposed for the 2021-2022 LCAP. A second reading of the goal will be presented to the Board for approval and if approved the plan will be submitted to the Los Angeles County Office of Education for approval.

Clerk Ferguson asked regarding the possibility of allocating $5K for the GATE At-Promise students.

Member Weisberg asked about the $10,000 difference for the Foster and Homeless Youth Specialist position. Dr. Knapik explained that the $100,000 was an estimated amount and the based on the position $90,000 was more realistic. Superintendent Hill clarified that during the study session, two separate items had been listed. The Caseworker .5 position had not been filled and now is listed as a full-time position.

Clerk Ferguson and Member Weisberg agreed that the DEI consultant at $175,000 was a significant investment as there is a lot of work to be done. Clerk Ferguson requested that the funds are tracked and that a report is submitted by semester one and semester two.

Vice President Tabet added that the cost including professional development is $225,000 which is a significant amount and suggested that a monthly report is presented to the Board to be able to make immediate decisions. COVID funds are being used to free up the funds and she wants to know monthly to be able to make changes.

Superintendent Hill agreed and suggested that the consultant provide the monthly Diversity, Equity, and Inclusion updates at all upcoming Board meetings.

Additional conversation took place regarding the seriousness about addressing DEI, the changes to take longer than a year to implement, working first with adults to then work with students, building a foundation for teachers to then work with the students, money coming out of a pot that normally is not available, the use of one time funds that can go away, he need to develop a solid plan to lay the foundation to move forward, the commitment of requiring oversight and the possibly bringing back the Friday Newsletter to keep everyone informed and up to date, ensuring that the foundation is created, if the Board believes on the anti-racist statement then a commitment must be made, the possibility of providing a stipend to teachers currently addressing DEI at all sites, supporting a consultant to develop a road map and providing the outcomes on paper to account for this money, the work expectations such as a job description, and the TOSA for Luther also needing matric outcomes and the expectation over the course of this year.

Superintendent Hill said that it was important to work with the school community and the selected teacher to help guide this conversation. This position will not be implemented this year as the conversation needs to continue to be able to move forward. He recapped the conversation and asked if the only change to the LCAP Budget was adding a line item to include $5,000 to the At-Promise GATE students, including professional development.

10.c First Reading of the District's 2021-2022 Proposed Budget

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on the first reading District's 2021-2022 Proposed Budget, as presented.

Proposed Budget 2021-22 First Reading Public Hearing & PPT.pdf (OF 28,828)

Debbie Kukta used a PowerPoint to review the 2020-201 estimated actuals and the proposed budget for the 2021-2022 School year. ADA projection is based on Education Code, which requires the California Department of Education (CDE) to use actual attendance reported at the 2019-20 Second Principal Apportionment (P2) and Annual Apportionment reporting periods as the basis for funding for 2020-21, allowing districts for the 2020-21 school year to be held harmless from the effects of enrollment loss due to COVID-19. In fiscal year 2022-23, BUSD would no longer receive the benefit and would be funded on its ADA at that time, which currently reflects a significant decline due to families moving out of Burbank and students transferring to private and home-schooling options during the pandemic. Once students resume in-person instruction in Fall 2021, we will re-evaluate the projections and present the changes during First Interim.

The details of revenue projections using information from Governor Newsom's May Revise Budget include Local Control Funding Formula Revenue (LCFF) is comprised of State Aid, Property Taxes and EPA. Federal Revenue includes COVID-19 funding granted districts across the state received one-time emergency funding from Federal and state sources to help mitigate Learning Loss and address health and safety concerns such as the procurement of personal protective equipment (PPE) supplies for sanitizing and cleaning facilities. The funds can also be used for current expenditures of staff who are being utilized not only for learning loss interventions but for those who are being used for a substantially different use due to the pandemic. Subsequently, using these restricted funds in lieu of unrestricted general funds provides relief of general fund expenditures where personnel, materials, supplies, and services were

charged. The Restricted grant funding includes Career Technical Education Incentive Grant Program, After School Education and Safety Grant, the Classified School Employee Summer Assistance Grant, K12 Strong Workforce Pathways Grant. She also reviewed the mandated costs block grant revenue and Special Education (The May Revision continues the Governor's January Budget proposal and increases Special Education base rates from its current $625/ADA to $650/ADA (reflecting a 4.05 percent COLA). As in the January Budget, the proposal would apportion this base funding on a three-year rolling average of LEA ADA allocated through SELPAs. Employee salaries, health and welfare and the OPEB (GASB) will continue until the Trust is spent down, per Board approval. The District's multi-year projection reflects the percentages for STRS and PERS contributions returning to their previous rates in 2022-23 and forward. This results in a 3.19% rate increase in PERS and a 2.18% increase in STRS. With the closure of Horace Mann, you see a significant reduction in the contribution to Fund 12. The transfer from the General Fund to Fund 12 that remains is to support the "After the Bell" program (ATB). This valuable program has seen a decline in enrollment due to the pandemic. Once students resume in-person instruction in the Fall 2021, we will re-evaluate the projection and present the changes during First Interim.

It is important to note that this relief is one-time. Once the one-time funds are expended, personnel, materials, and service expenses that utilized these one-time COVID funds, return to the unrestricted general fund.

10.d Report on Excess Reserves

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on the Ending Fund Balance in Excess of reserve for economic uncertainties (REU), as presented.

Excess Reserves - Ending Fund Balance.pdf (OF 28,829)

Debbie Kukta reported that districts that propose to adopt a budget that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties (REU) must provide the information at the public hearing prior to budget adoption. The District is required to retain a 3% REU, the Board of Education recognizing their duty to maintain fiscal solvency set Board policy to reserve an additional 3%. It is prudent for the District to carry an amount over the required and Board approved reserved to protect against the volatility of state revenues. She then noted that employees are being encouraged to take vacation and that in July she is working with department and site managers to ensure that vacation times are scheduled to avoid a raise when employees are paid out in addition to the regular salary.

10.e Report on the Education Protection Account (EPA) 2021-2022

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on the Education Protection Account (EPA) 2021-2022, as presented.

EPA Report 2021-22.pdf (OF 28,830)

Debbie Kukta reported that each year the Board of Education must approve a spending plan for the EPA money through a LACOE resolution. The EPA funds cannot be used for the salaries or benefits of administrators or administrative costs. The District must publish on its website the amount of EPA money received and how it was spent. An annual audit will be required to verify that EPA funds were spent in accordance with the requirements of Proposition 30. The cost of this audit can be paid with EPA funds. For fiscal years 2013-2014 through 2021-2022 the spending plan must be approved at the time the budget is adopted. The District plans to use 100% of the EPA funding for certificated teacher salaries and related benefits.

Member Weisberg asked about the current reserves. Ms. Kukta explained that for Burbank the additional 3% of economic reserved for uncertainties is defined by Ed Code for District of this size. The District decided to be a bit conservative by adding the additional 3%, however, the Governmental Finance

Account Officers Association recommends 17%, which is about two months of expenditures, which is not much. The District is not at that level, including the recent COVID funds. The benefit of the one-tine funds allows more time to plan. She suggested that the plan continues through the Superintendent's Advisory Committee, including different enrollment levels, but most concerning Kindergarten, which impacts all other levels.

Clerk Ferguson thanked Ms. Kukta for her thorough report and noted that the Board and staff are trying to be creative to find ways to increase the enrollment to meet the 6% and said that a lot can be done to be creative and that the reserve conversation should be a priority.

Additional conversation took place regarding leasing and or purchasing property and using enrollment projections based on the size of the District.

Debbie Kukta reported that shat she attended a recent City Planning meeting where the affordable housing plan was reviewed, which will bring approximately 6000 housing units that may impact enrollment.

The Public Hearing for items 10a through 10e closed at 10:29 p.m.

11. NEW AND/OR UNFINISHED BUSINESS

11.a Adoption of Resolution 47 Regarding the Education Protection Account (EPA) 2021-2022

That the Board of Education adopt Resolution 47 Regarding the Education Protection Account (EPA) 2021-2022 for the portion of the state aid (Local Control Funding Formula (LCFF) Funds) identified as the EPA, which is 15% of the Districts total state funding, and proposes the funds be spent on the current costs of certificated teacher salaries and benefits, as presented.

Resolution 47 - EPA 2021-22.pdf (28,831)

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

11.b Second Reading and Approval of BUSD District-Wide Goals for 2021-2022

That the Board of Education approve the BUSD District-Wide Goals for 2021-2022, as presented

Second Reading of District Wide Goals_2021-2022_061721.pdf (28,832)

Superintendent Hill reported that on May 15, 2021, the District held a Special Board Meeting to conduct a Study Session for senior staff to receive input from the Board of Education in order to revise the Goals for the 2021-2022 school year. A draft of the proposed Goals developed during the Study Session was presented to the Board for a first reading on June 3, 2021 and additional changes were requested as indicated in Goal 1.6 and 1.9.

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

11.c Report on the Recommendations to the Board of Education from the District English Learner Advisory Committee and First Reading of the English Learner Master Plan

Peter Knapik, Director, Elementary Education, in collaboration with Jennifer Goldenberg, TOSA, Coordinator of English Learner Services, report on the Recommendations to the Board of Education from the District English Learner Advisory Committee and the Board approved the proposed English Learner Master Plan, as presented.

EL Master Plan_2021-2024 061721.pdf (28,833)

Peter Knapik introduced Teacher on Special Assignment and English Learner Coordinator Jennifer Goldenberg, who used a PowerPoint to review the recommendations of the District English Learner Advisory Committee and presented the first reading of the proposed English Learner Master Plan. The DELAC, or subcommittee on English learner education, shall advise the district's local governing board (e.g., in person, by letters/reports, or through an administrator) on programs and services for English learners. Additionally, the district shall provide appropriate training materials and training, planned with consultation with committee members, to assist members in carrying out their legal advisory responsibilities. The consolidated application shall also include certifications by appropriate district advisory committees that the application was developed with review and advice of those committees. The Burbank Unified School District's English Learner Advisory Committee (DELAC) met five times throughout the 2020-2021 school year, beginning with training for school site representatives on their responsibilities, as outlined by the State. Each of the meetings addressed one or more of the DELAC responsibilities, as well as provided advice on the Local Control and Accountability Plan. The DELAC finalized recommendations for the updated Master Plan for English Learners. Agendas and minutes to the meetings are posted on the District's website.

Superintendent Hill clarified that this item was listed as a report to the Board, however, the approval of the English Learner Master Plan only requires one reading and that he was also requesting Board approval for the English Learner Master Plan.

Clerk Ferguson thanked Jennifer Goldenberg for the incredible work to ensure that the District is responsive to student needs. He would like to check on the social-emotional component for ELs next year, as this is a critical Master Plan to monitor.

Member Aghakhanian thanked Ms. Goldenberg for her work and noted the need to continue to provide translators for future meetings, as well as the poetry workshops to share student stories and to educate the community.

Superintendent Hill announced that the District is applying for the California School Boards Association Golden Bell Award to highlight the program.

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

11.d Approval of Status of Local Indicators

That the Board of Education approve the Status of Local Indicators as “Met”.

Status of Local Indicators with Indicators and PPT.pdf (28,834)

Sharon Cuseo used a PowerPoint to guide her presentation. The current state indicators do not measure several LCFF priority areas. These remaining priority areas are considered local indicators. District must do a self-review to determine if they have Met, Not Met, or Not Met for Two or More Years each local indicator. Districts will use the local indicators to evaluate and report their progress on priority areas. After the self-review, the District then reports this information to the CDE for inclusion on the California State Dashboard by November 1, 2021. This timeline has been modified beginning in 2021, so that the report to the board on the local indicators must be aligned with the approval of the Local Control Accountability Plan. However, the data will not be posted to the California State Dashboard until the fall

of 2021. Due to the pandemic, local assessments were not administered in Spring of 2020. Comparisons were made between Spring of 2021 and Spring of 2019; the exception being English which was able to administer spring of 2020. Additionally, Elementary Beginning of the Year (BOY) assessments were not administered in fall of 2020 due to the pandemic. Additionally, assessments at the secondary level for 2020-2021 were condensed to be viable during distance learning.

Member Weisberg thanked Sharon Cuseo for the amazing work and asked how much the lack of parent participation is attributed to language barriers. Ms. Cuseo said that it could be a contributor, but not the main factor. Communications systems are changing and she and staff are trying to find out what works for one family may be the challenge as well as timing and/or accommodating factors. The fact that African American students are performing 10% below their peers was a concern and she will review the data.

Clerk Ferguson was excited to see the math and foreign language numbers and thanked Ms. Cuseo for her professionalism and all the math teachers for the collaboration to continue to make progress.

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

11.e Approval of Renewal to the Employee Contracts for the Assistant Superintendent of Instructional Services, Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources, and Assistant Superintendent of Administrative Services

That the Board of Education approve the renewal of the employee contracts for the Assistant Superintendent of Instructional Services, Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources, and Assistant Superintendent of Administrative Services effective July 1, 2021 through June 30, 2024, as presented.

Contracted Employees Amended.pdf (28,835)

Superintendent Hill reported that the current employment agreements for the Assistant Superintendent of Instructional Services, Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources, and Assistant Superintendent of Administrative Services are scheduled to expire on June 30, 2022 and that the contracts do not automatically extend. The Agreements have been modified to reflect an effective date of July 1, 2021 through June 30, 2024. Rather than creating an amendment to the contract currently in place, a new contract is being presented for approval, which captures changes to the Terms provision in the agreements to incorporate 27 days of vacation. If un-used during the fiscal year, they shall be paid out at the end of every June. All other provisions in the agreements remain without any changes or modifications. The vacation payouts at the end of June (if any) may result in an additional cost to the district of approximately $62,433.00 per year. The potential cost is based on the Assistant Superintendent of Instructional Services, Assistant Superintendent of Educational Services, and Assistant Superintendent of Human Resources' daily rate. He clarified many of the questions raised and noted that he is currently working with LACOE to ensure the per diem rate as authorized by LACOE. He agreed that tighter controls must be put in place to ensure that this issue is successfully controlled.

Clerk Ferguson Motion contingent on LACOE clearance.

Vice President Tabet asked that vacations are promoted for the health and well-being of employees.

President Frintner agreed that a more proactive plan must be put in place moving forward.

Clerk Ferguson and Member Weisberg are committed to continue the conversation to find positive solutions for principals and assistant principals.

Superintendent Hill noted that COVID funding is being used this year for classified and certificated employees as a stipend was negotiated with BTA, BASA, and CSEA to be presented on June 23, 2021.

Clerk Ferguson would like to include District administrators and requested a report on vacation liability with additional strategies.

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

11.f Approval of School Site and Department Software Licenses and Memberships for 2021 - 2022

That the Board of Education approve the District Software Licenses and Memberships for the 2021-2022 school year, as presented.

Site and Department Software Licenses and Memberships_2021-2022_061721.pdf (28,836)

Debbie Kukta reported that the annual memberships for web-based services and software licenses is an annual approval request by LACOE since July 1, 2014. District wide application purchases are already submitted to the Board of Education each time we enter into a contract or when they are renewed. This request is intended to cover those smaller software applications used by individual teachers and students at our school sites.

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

11.g 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_061721.pdf (28,837)

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

12. CONSENT AGENDA

12.a Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of June 3, 2021, as presented.

Minutes.06.03.21.pdf (OF 28,838)

12.b Approval of Personnel Report Number 20-21-20

That the Board of Education approve Personnel Report number 20-21-20, covering Certificated and Classified personnel, and consisting of Pages 1 to 10 inclusive, as presented.

Personnel Report.pdf (OF 28,839)

12.c 2020-2021 Purchase Order Report

That the Board of Education approve Purchase Orders for 2020-2021 as listed through May 17, 2021, as presented.

2020-2021 Purchase Order Report.pdf (OF 28,840)

12.d Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $7,681,056.29 commercial warrants in the total amount of $2,011,988.28, as presented.

Warrants.pdf (OF 28,841)

12.e Ratification of 2021-2022 Carl D. Perkins Career and Technical Education Grant Application

That the Board of Education ratify the application for the Carl D. Perkins Career and Technical Education Grant for the 2021-2022 school year, effective June 4, 2021 and that authority to sign the application be exercised pursuant to BUSD - AR 3314, as presented.

Perkins.pdf (OF 28,842)

12.f Approval of Renewal of Bertrand's Music Contract (RFP: ID 1819-009), Band and Orchestral Instruments (Music is Instrumental Funds)

hat the Board of Education renew the awarded contract between the Burbank Unified School District and Bertrand's Music (RFP:ID 1819-009), to provide new and replacement instruments for secondary instrumental instruction programs, effective June 18, 2021 through June 30, 2022, with an option to extend for additional years as needed, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Bertrand's Renewal with RFP.pdf (OF 28,843)

12.g Approval of Professional Services Agreement with Smartetools, Inc.

That the Board of Education approve an agreement between Burbank Unified School District and Smartetools, Inc., for financial management software system products and services, not to exceed $60,900 annually (01.0-00000-0-00000-7700-5800-000-0000) effective July 1, 2021 through June 30, 2026 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Smaretools Agreement.pdf (OF 28,844)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Kids Physical Therapy, Inc., to provide physical therapy for Burbank special education students from July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Kids Physical Therapy.pdf (OF 28,845)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Language Resources of America, LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $80,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Language Resources of America.pdf (OF 28,846)

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

That the Board of Education approve an agreement between the Burbank Unified School District and West Shield Adolescent Services, to escort and transport special education students to out of state residential facilities, not to exceed $10,000 (01.0-07240.0-50010-36000-5812-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED West Shield.pdf (OF 28,847)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Debra Rondeau, to provide services and assessments for students with orthopedic impairments, not to exceed $7,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Debra Rondeau.pdf (OF 28,848)

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

That the Board of Education approve the agreement between the Burbank Unified School District and Dr. Al Melaragno to provide authorized signatures for occupational therapy medical logs, as authorized by Education Code Section 17596, effective July 1, 2021 through June 30, 2022, not to exceed $525 (01.0-56400.0-57500-31400-5880-7448000), and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented.

SPED Dr. Al Melaragno.pdf (OF 28,849)

12.m Approval of Reimbursement to Parent for Transportation (Special Education)

That the Board of Education, approve mileage reimbursement to the parents of Special Education Student 960004298 to transport student from home to the Non-Public School (NPS), per IEP, not to exceed $7,815, effective July 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 96004298_Parent Reimbursement.docx.pdf (OF 28,850)

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

That the Board of Education approve the agreement between Burbank Unified School District (BUSD) and San Joaquin County Office of Education (SJCOE), to provide professional services, effective July 1, 2021 through June 30, 2022, not to exceed $3,408 (01.0-65000.0-50010-27000-5632-744-1000), and that authority to sign the agreement be exercised pursuant to BUSD- AR 3314, as presented.

SPED San Joaquin County Office of Education (SJCOE).pdf (OF 28,851)

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

That the Board of Education approve an agreement between Burbank Unified School District and Paradigm Healthcare, to provide Medi-Cal Local Education Agencies (LEA) billing options services for the 2021-2022 fiscal year(s), with the understanding that it will automatically renew for an additional period of twenty-four (24) months unless the District or Paradigm Healthcare provides written notice of cancellation ninety (90) days prior to the renewal date, not to exceed $60,000 ($16,666.67 Special Ed) 01.0-56400.0-50010-27000-5850-7448000, ($8,333.33 Student Services) 01.0-56400.0-50000-27000-5850-7728000, effective July 1, 2021 through June 30, 2024, and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented.

SPED Paradigm Healthcare.pdf (OF 28,852)

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

That the Board of Education ratify an agreement between the Burbank Unified School District and Protocol Agency, Inc., to provide a Licensed Vocational Nurse (LVN), not to exceed $63,236.16 (01.0-65000.0-57602-11900-5850-744000) for Special Education student 960031340 June 7, 2021 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960031340_Protocol Agency.pdf (OF 28,853)

12.q Approval of Reimbursement to Parent for Transportation (Special Education)

That the Board of Education, approve mileage reimbursement to the parents of Special Education Student 960001537 to transport student from home to the Non-Public School (NPS), per IEP, not to exceed $1,900, effective July 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960001537_Parent Reimbursement.docx (1).pdf (OF 28,854)

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

That the Board of Education ratify an agreement between the Burbank Unified School District and Deborah E. Neuhoff, to provide an Assistive Technology Assessment and attend an IEP meeting for Special Education Student 960002485, not to exceed $3,500 (01.0-65000.0-57602-11900-5850-7440000), effective February 1, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was February 6, 2020. There was an amendment and approval on July 16, 2021. Due to COVID and school closures the assessor was unable to complete the assessment by the original end date of December 30, 2020. Fiscal Services closed the purchase order.

SPED Student 960002485_Deborah Neuhoff.pdf (OF 28,855)

12.s Authorization of Salary Rates for Certificated, Classified and Other Unrepresented Employees for the Fiscal Year 2021-2022

That the Board of Education authorize the Superintendent to notify the Los Angeles County Superintendent of Schools that, as a result of financial uncertainties, negotiations, legislation, and other factors, the Board of Education declares that all management, including Superintendent, all Assistant Superintendents, confidential and other

unrepresented employees' salaries are declared indefinite for 2021-2022. Note: This consent item is an annual routine action required by the Board of Education.

12.t Approval of Agreement for Professional Services

That the Board of Education approve the Agreement between the Burbank Unified School District and Vic Pallos to provide assistance with the preparation of the District's Teacher of the Year, not to exceed $3,000 (01.0-00000.0-72000-5850-7551000), effective June 18, 2021 through August 31, 2021 and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement - Pallos.pdf (OF 28, 856)

12.u Approval of Agreement for Professional Services

That the Board of Education approve the Agreement between the Burbank Unified School District and Shaw HR Consulting, Inc., to perform services related to the District's disability management program, not to exceed $35,000 (01.0-90335.0-00000-27000-5880-7558000) effective July 1, 2021 through June 30, 2022 and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement-Shaw.pdf (OF 28,857)

12.v Approval of Agreement for Professional Services

That the Board of Education approve the Agreement for Professional Services of Independent Contractor between the Burbank Unified School District and Providence Health System - Southern California (DBA Providence Saint Joseph Medical Center) to cover the periods of July 1, 2021 through June 30, 2022 and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD - AR 3314, as presented.

Agreement - SJOHC.pdf (OF 28,858)

12.w Approval of Professional Agreement with Project Wayfinder Inc.

That the Board of Education approve the agreement between Burbank Unified School District and Project Wayfinder, Inc. for social-emotional curriculum, effective July 1, 2021 through June 30, 2024, not to exceed $78,500 (01.0-74250.0-11100-10000-5840-7429000) COVID Funds and (01.0-00000.0-11100-10000-4210-4311000) General Fund Discretionary, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Project Wayfinder - BHS.pdf (OF 28,859)

12.x Approval of Additive Change No.1, H&S Electric Inc., Electrical & Low Voltage, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve an additive change order to the agreement between Burbank Unified School District and H&S Electric Inc. for Electrical & Low Voltage for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $277,197 (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 additional amount of $13,392, increases the total not to exceed amount to $277,197, to allow for the removal of the existing power and low voltage lines from the perimeter of the building and install temporary overhead power and low voltage lines to existing buildings that was not included in the initial scope.

CO1_H_S_Electric_Disney_Bond.pdf (OF 28,860)

12.y Approval of Agreement for Professional Services with CSM Consulting, Inc, E-Rate Consultant (Special Reserve Fund)

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

Renewal Agreement_CSM E-Rate_061721.pdf (OF 28,861)

12.z Approval of Amended Agreement for Professional Services with CSM Consulting, Inc, E-Rate Consultant for Additional Compliance Services (Special Reserve Fund)

That the Board of Education approve the amended agreement between Burbank Unified School District and CSM Consulting, Inc., for additional compliance services, not to exceed $53,500 (Special Reserve Fund) (40.0-00000.0-00000-81000-5850-7500000), effective July 1, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original contract with CSM is not to exceed $33,500 on the June 17, 2021 Board of Education meeting. This amendment for $20,000 increases the total not to exceed amount to $53,500 for the new ECF program and additional compliance services.

Agreement_CSM E-Rate Consultant_Amended_ 061721 (002).pdf (OF 28,862)

12.aa Acceptance of Notice of Completion, Sportsfield Specialties, Installation of Baseball Netting, Burbank and John Burroughs High School (Capital Outlay)

That the Board of Education accept the following as completed: Installation of Baseball Netting at Burbank and John Burroughs High Schools, not to exceed $87,792 (40.0-90329-0-00000-85000-6170-431-000 BHS, 40.0-90329-0-00000-85000-6170-432-0000 JBHS) Capital Outlay, and that authority to sign the agreement be exercised pursuant to BUSD - AR3314, as presented.

NOC_Sportsfield Specialists_Baseball Netting_BHS & JBHS.pdf (OF 28,863)

12.ab Approval of Instructional Consultant Services

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

Instructional Consultants with Backup.pdf (OF 28,864)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item 12a through 12ab, as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

President Frintner announced the retirements of McKinley Elementary School teacher Maria Esquivel, Library Coordinator Carol Anttila, Roosevelt Elementary School, Administrative Secretary II Jennifer (Jenny) Jones, Instructional Services, Instructional Assistant Regina Lundy, Washington Elementary School, Campus Supervisor Celia Molina Escobar, John Muir Middle School, Counseling Assistant, Theresa Settlemoir, John Muir Middle School, and Library Coordinator, Laura Tooley.

13. ADJOURNMENT

The meeting adjourned at 11:39 p.m. in Emilio Urioste's memory.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

7/15/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

June 23, 2021

Virtual (Online) Special Meeting
Burbank, California

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

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

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m. by President Frintner.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Aviva Williams, Parent, was allowed to join the meeting via a Zoom format. She expressed her opinion regarding the mask requirement for schools and asked that the District not force children to wear a mask at school.

Joel Schlossman, Parent, was allowed to join the meeting via a Zoom format. He expressed his displeasure with Superintendent Hill's performance, scolded the Board and Superintendent Hill for not focusing on academic priorities rather than social issues, called the Board Members "simpletons," gave his opinion on a variety of issues, and used inappropriate language.

2.b Staff Responses

Superintendent Hill thanked Aviva Williams for her comments and said that the District follows the Los Angeles County Department of Public Health guidelines and suggested that she contact the Public Health Department to express her concerns. He did not comment regarding Joel Schlossman's comments as they were directed to the Board of Education.

2.c Board Members' Comments and Responses

Member Weisberg echoed Superintendent Hill's comments regarding the health mandates and guidelines and thanked Aviva Williams for her comments. She noted that the Board does not rubber stamp any issues and that decisions are made with a great deal of thought. She encouraged Mr. Schlossman to contact her directly to share his opinions regarding Diversity, Equity, and Inclusion as she would like to

share some information with him. She also said that the District's hiring process is transparent and that bringing in new perspectives is good for the growth of the District.

Clerk Ferguson echoed the comments made by his colleagues regarding the mask mandates. He heard Ms. Williams concerns; however, the District will continue to follow the Health Guidelines. He addressed some of the comments made by Mr. Schlossman and noted that he is committed that all District funds are overseen with appropriate oversight and he appreciated his feedback.

Vice President Tabet noted that the wearing of masks at schools is a decision based on County and State guidelines and that it is possible the guidelines may change as guidelines and mandates change daily. She also noted that the District employs the best candidates possible and that if current employees are interested in promoting the next level, it is up to the employee to apply and participate in the hiring process based on the job requirements regardless where any candidate is coming from.

President Frintner agreed with his colleagues that County and State mandates and guidelines must be followed and thanked Ms. Williams for participating and sharing her concerns. He said while he respects Mr. Schlossman's right to share his opinions, he clarified that the District is doing its best for students by hiring the best and most qualified candidates and he reminded Mr. Schlossman that the standard for Public Comments is respect and that the use of profanity is not permitted.

3. REPORTS TO THE BOARD

3.a Report on Temporary Inter-Fund Cash Borrowing 2021-2022

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on the Temporary Inter-Fund Cash Borrowing 2021-2022, as presented.

Temporary Interfund Cash Borrowing Report.pdf (OF 28,865)

Debbie Kukta reported that in accordance with Education Code Section 42603, temporary borrowing of cash between funds prior to March 3, 2022, must be repaid by June 30, 2022. Temporary borrowing of cash between funds from March 3, 2022, through June 30, 2022, shall be repaid in the same fiscal year or in the following fiscal year. In fiscal year 2020-21, additional flexibility was added to provide for temporary borrowing between funds for fiscal year 2020-21, and 2021-22. If there are cash deferrals, provisions will remain in effect through June 30, 2022. Up to 85% of the fund balance can be temporarily transferred to another fund for cash flow purposes. This is an increase from the normal 75% limitation. A public hearing is required to be held before the governing board adopts the resolution.

3.b Report on Authorizing Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer 2021-2022

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on Authorizing Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer 2021-2022, as permitted in Article XVI, Section 6, of the California Constitution, as presented.

Temporary Transfers County Treasurer Report.pdf (OF 28,866)

Debbie Kukta noted that temporary borrowing of cash from the Treasurer in the event of cash deficiencies allows for borrowing from the School Pools Fund maintained by the Los Angeles County Treasurer as permitted in the California Constitution. The Treasurer cannot loan districts money after the last Monday in April of the current fiscal year and districts must be cash self-sufficient from that point on until the end of the year. Tax and Revenue Anticipation Notes (TRANs) repayment amounts must be set aside before borrowing from the Treasurer is permitted, with the following conditions, 1) No more than 85 percent of the anticipated revenues accruing to the school district may be borrowed, 2) Borrowing may not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, 3) Repayment from the revenues accruing to the school district shall be made before any other obligation is met from such revenue.

4. PUBLIC HEARING

President Frintner announced at 7:22 p.m. that the Public Hearing for items 4a through 4e were closed because public comment was allowed during 2a.

4.a Public Disclosure in Accordance with AB 1200, (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA)

The Board of Education held a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, to allow the public an opportunity to comment regarding the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), as presented.

BTA Public Hearing AB1200.pdf (OF 28,867)

4.b Public Disclosure in Accordance with AB 1200, (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA)

The Board of Education held a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, to allow the public an opportunity to comment regarding the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), as presented.

CSEA Public Hearing AB1200.pdf (OF 28,868)

Sarah Niemann reported that On May 19, 2021, the Burbank Unified School District and the California School Employees Association (CSEA) settled on a Memorandum of Understanding in which the parties recognize the extraordinary effort exerted by bargaining unit employees during the COVID-19 pandemic. The agreement stipulates compensation in amounts varying between $1,000 - $2,000 depending on the employees' hours worked in their regular assignment as of May 19, 2021. Additionally, to assist with the increases in Health and Welfare Benefits for the 2020-2021 school year, the District will issue a one-time payment of $500 to employees who elected to have benefits coverage through the District during the

2020-2021 school year. This Memorandum of Understanding satisfies the Compensation and Health and Welfare negotiations for the 2020-2021 school year. In accordance with the AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated items do not negatively impact the District's financial condition.

4.c Public Disclosure in Accordance with AB 1200, (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA)

The Board of Education held a Public Hearing, in compliance with provisions of AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, to allow the public an opportunity to comment regarding the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA), as presented.

BASA Public Hearing AB1200.pdf (OF 28,869)

4.d Public Hearing on the Temporary Inter-Fund Cash Borrowing Resolution for the 2021-2022 Fiscal Year

The Board of Education conducted a public hearing to receive input from any interested parties on the District's Temporary Inter-Fund Cash Borrowing Resolution for the 2021-2022 Fiscal Year, Prior to Final Adoption as required by Education Code Section 42603.1, as presented.

Temporary Inter-Fund Cash Borrowing - Public Hearing 21-22.pdf (OF 28,870)

4.e Public Hearing on the Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer for the 2021-2022 Fiscal Year

The Board of Education conducted a public hearing to receive input from any interested parties on the District's Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer 2021-2022 as permitted in Article XVI, Section 6, of the California Constitution, as presented.

Temporary Transfers County Treasury - Public Hearing 21-22.pdf (OF 28,871)

5. NEW AND/OR UNFINISHED BUSINESS

5.a Approval of the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

That the Board of Education approve the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

BTA Approval AB1200.pdf (OF 28,872)

Sarah Niemann reported that in recognition of the extraordinary effort exerted by District teachers during the COVID-19 pandemic, BTA members are being provided with one-time, additional compensation of $2,000. Compensation in the amount of $2,000 for full-time employees will be issued to full-time BTA members. Those employed less than 1.0 FTE will receive appropriately prorated stipend amounts. Additionally, to assist with the increases in Health and Welfare Benefits for the 2020-2021 school year, the District will issue BTA members with a one-time payment of $500 to employees who elected to have benefits coverage through the District during the 2020-2021 school year. In accordance with the AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated items do not negatively impact the District's financial condition.

Clerk Ferguson thanked Dr. Niemann and the negotiations team for working hard during the negotiations process.

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

5.b Approval of the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

That the Board of Education approve the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

CSEA Approval AB1200.pdf (OF 28,873)

Sarah Niemann reported that On May 19, 2021, the Burbank Unified School District and the California School Employees Association (CSEA) settled on a Memorandum of Understanding in which the parties recognize the extraordinary effort exerted by bargaining unit employees during the COVID-19 pandemic. The agreement stipulates compensation in amounts varying between $1,000 - $2,000 depending on the employees' hours worked in their regular assignment as of May 19, 2021. Additionally, to assist with the cost increases to Health and Welfare Benefits for the 2020-2021 school year, the District will issue a one-time payment of $500 to employees who elected to have benefits coverage through the District during the 2020-2021 school year. This Memorandum of Understanding satisfies the Compensation and Health and Welfare negotiations for the 2020-2021 school year. In accordance with the AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated items do not negatively impact the District's financial condition.

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously.

5.c Approval of the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

That the Board of Education approve the Agreement between the Burbank Unified School District and the Burbank Teachers Association (BTA), in Accordance with AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

BASA Approval AB1200.pdf (OF 28,874)

Sara Niemann reported that Contracted, Certificated, Classified, and Confidential Management employees of the Burbank Unified School District are unrepresented by a bargaining unit and belong to an association of managers, the Burbank Association of School Administrators (BASA). In recognition of the extraordinary effort exerted by BASA employees during the COVID-19 pandemic, management staff are being offered the same one-time additional compensation of $2,000 that is being offered to the bargaining units. Compensation in the amount of $2,000 for full-time employees will be issued to full-time BASA employees. Those employed less than 1.0 FTE will receive appropriately prorated stipend amounts. Additionally, to assist with cost increases to Health and Welfare Benefits for the 2020-2021 school year, the District will issue BASA employees the same one-time payment of $500 to employees who elected to have benefits coverage through the District during the 2020-2021 school year. In accordance with AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated items do not negatively impact the District's financial condition. Certificated Management employees who were unable to take time off during this year (only), due to Covid, will be compensated for these nonwork days and the District will be paying out vacation for Classified Management, which is something they were already eligible for. Human Resources is working with our Certificated Management team to document those days and to make sure there is backup and support for why they could not take these days off, which will take some time.

Clerk Ferguson requested that appropriate reports be provided to the Board in this regard.

Superintendent Hill said staff is working on a new process to ensure staff is taking their vacation time. Vice President Tabet asked for clarification regarding the process. Superintendent Hill said that the stipend checks will be mailed out on Monday, June 28, but indicated that the vacation and nonwork days payouts will take more time to work through. Clerk Ferguson asked that staff communicate with the bargaining units to inform them as to when they can expect these funds. He and Superintendent Hill thanked staff for their hard work to process these additional payments.

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

5.d Second Reading and Approval of the 2021-2022 Burbank Unified School District Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP)

That the Board of Education approve the 2021-2022 Burbank Unified School District Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP), as presented.

2021-2022 LCAP_Second Reading 062321.pdf (OF 28,875)

Peter Knapik used a PowerPoint to guide his presentation. The Burbank Unified School District's LCAP document is the result of several months of stakeholder input and involved a review of performance metrics and program data. There have been six LCAP Advisory Committee meetings throughout the school year, and progress on the Plan has been discussed at several Board of Education meetings. On May 15, 2021, the Board of Education held a Town Hall Meeting, to provide further community input, review current LCAP Base Grant and supplemental Grant programs, and discuss programs proposed for the 2021-2022 LCAP. On June 17, 2021, the Burbank Unified School District held a first reading and a public hearing for the LCAP, as required by Education Code. The District's goal is to have the Board of Education adopt the LCAP this evening. The BUSD LCAP will then be submitted to the Los Angeles County Office of Education on June 24, 2021, for approval. The fiscal impact to the district will be determined as District goals and school site goals are drafted and budgeted expenditures are carried out. The fiscal impact will not exceed the amount budgeted under LCFF or the supplemental grant funding BUSD receives. He indicated that the one highlighted item on the PowerPoint came out of a request at the previous Board Meeting to add targeted support in the amount of $5,000 for at-promise students who participate in the GATE Program.

Vice President Tabet requested that the Board be provided with updates on the new consultant the District is hiring, the Diversity, Equity, and Inclusion (DEI) Consultant, and DEI Professional Development so we know where we are going and what we are doing. She expressed her concern that often when something new is implemented that it is exciting at first but then people get involved with their day-to-day jobs and things fall by the wayside. She wants to make sure we are staying on top of this expenditure, which is in excess of $200,000. She also asked if there would be a Termination Clause for this consultant and Superintendent Hill indicated he would work with Ms. Kukta to ensure that language is included in the contract.

Superintendent Hill said he will be bringing forward monthly reports.

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

5.e Second Reading and Adoption of Proposed 2021-2022 Budget

That the Board of Education adopt the 2021-2022 budget, as presented.

Proposed Budget 2021-22.pdf (OF 28,876)

Debbie Kukta indicated that the PowerPoint and report she presented at the June 17, 2021 Board of Education meeting had not changed, and noted that the Board of Education held a public hearing on the 2021-2022 Budget of the District for the year ending June 30, 2021 during the June 17th meeting, prior to Final Adoption this evening, as required by Education Code Section 42103 and 52062. There is no fiscal impact in adopting the budget. However, not having a budget adopted by the statutory timelines would lead to the County withholding funding, including payroll, until it is received.

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

5.f Approval of the Updated Fiscal Stabilization Plan Required by Los Angeles County Office of Education (LACOE) Based on the Adopted 2021-2022 Budget

That the Board of Education approve the updated Fiscal Stabilization Plan, as presented.

Fiscal Stabilization Plan update.pdf (OF 28,877)

Debbie Kukta reported that the Los Angeles County Office of Education (LACOE) is requiring the District to approve a Fiscal Stabilization Plan based on its Adopted Budget 2021-2022. The plan should be based on the most current information available as well as unfavorable assumptions to demonstrate the District's ability to address adverse scenarios. LACOE concurred with the District's positive certification in the Second Interim Report. However, concern was expressed regarding the projected trend of deficit spending and its impact on the District's ability to maintain the required reserves for economic uncertainty levels in future years. Because of the impact of these potential shortfalls, LACOE specifically requires an updated Fiscal Stabilization Plan that provides the implementation status of planned reductions, alternative options for contingent expenditure reductions and specific revenue enhancements with the 2021-2022 Adopted Budget. Due to COVID-19, Districts across the State received emergency one-time funding from Federal and State sources in order to help mitigate Learning Loss, as well as to address health and safety concerns such as the procurement of personal protective equipment (PPE) and supplies for sanitizing and cleaning facilities. It is important to note that this relief is one time. Once the funds are expended in 2023-2024, personnel, materials, and services that were paid for out of these one-time COVID funds, will return to being funded out of unrestricted general funds. This provides Burbank time to evaluate its expenditures and encourage families to return to District campuses.

Clerk Ferguson said that the District's fiscal posture has to be more defensive than normal and that the District needs to be vigilant as they make these budget choices.

Member Aghakhanian asked Ms. Kukta for her predictions on the District's pension plans. Ms. Kukta once again shared the expected percentage increases: For CALSTRS for 2021 the rate was 16.15% and is going up next year to 16.92% followed by a big jump in 2023 to 19.1% and that carries forward for that year and the subsequent two years. For CALPERS, the 2021 rate was 20.7% which will rise to 22.91% next year; for 2022-23 the projections are that it is going up to 26.1% and that in 2023-24 it will rise to 27.1% and then go up to 27.7% for 2024-25. Ms. Kukta indicated that those figures could change and are only projections, but said that those figures from School Services are what we need to budget for.

Superintendent Hill said that these amounts have tripled and that districts need more help to bring these percentages down.

Vice President Tabet said that Senator Portantino and the Five Star Coalition have long been advocating for a lower percentage rate and for help in paying it down. She indicated that the Burbank Chamber of Commerce recently sent a letter to elected officials in support of buying down these amounts.

Member Weisberg asked for a one-sheet to help their advocation efforts.

Member Aghakhanian asked for Vice President Tabet to report out on her attendance at the Five Star Coalition meetings, and the Board discussed the issue further.

Clerk Ferguson asked for the District to resume sending out the Friday Board Letter to keep the Board apprised on these issues.

The Board and Superintendent Hill discussed past attempts at fiscal advocacy and suggested some routes for future advocacy with CSBA, ACSA, School Services, et al., and see if they have information one-pagers.

Ms. Kukta reminded staff and the Board of the success and the power of advocacy in the past when we were facing a 7.92 deficit factor and they brought that to zero, and everyone attributes that to advocacy.

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

5.g Adoption of Resolution 48 Authorizing Temporary Inter-fund Cash Borrowing 2021-2022

That the Board of Education adopt Resolution 48 Authorizing Temporary Inter-Fund Cash Borrowing transfers up to 85% of the fund balances of the District for 2021-2022 payment obligations as permitted in Education Code 42603.1, as presented.

Resolution 48 - Temporary Interfund Cash Borrowing.pdf (OF 28,878)

Ms. Kukta explained that the Temporary Inter-Fund Cash Borrowing is simply another tool to allow Districts to deal with the deferrals and all the challenges they are currently facing.

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

5.h Adoption of Resolution 49 Authorizing Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer 2021-2022

That the Board of Education adopt Resolution 49 Authorizing Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer 2021-2022 as permitted in Article XVI, Section 6, of the California Constitution, as presented.

Resolution 49 - Temp Transfer School Pool Fund LA County Treasurer.pdf (OF 28,879)

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously.

5.i Approval of Agreement with Family Service Agency of Burbank to Provide High School Student Care Centers

That the Board of Education approve the agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to continue to provide counseling and administrative services at the JBHS and BHS student Care centers, effective July 1, 2021 through June 30, 2022, not to exceed $100,000, (010-41270.0-00000-31100-5850-7719000) Federal Title IV funds, and that the authority to sign the agreement be exercised pursuant to BUSD -AR 3314, as presented.

FSA Student Care Center Board Report 2021 22 (004).pdf (OF 28,880)

John Paramo reported that it is the District's intention to fund the administrative and counseling costs on an annual basis for the Student Care Centers at John Burroughs and Burbank high schools. To fund the level of support necessary to operate these programs, including on-site therapists a well as agency administrative support it is estimated that the total costs will be approximately $100,000 per year. For the 2021-2022 school year, the District's proposed fiscal support for this program is Federal Title IV funds and MediCal Administrative Activities (MAA) funds. The contract period is July 1, 2021 through June 30, 2022. The District will provide $100,000 for counseling and administrative services at the JBHS and BHS Student Care Centers.

Member Weisberg asked whether the District ever received reports from FSA regarding how many students are being served, the types of services being requested, etc., to better to understand the effectiveness and the need. Dr. Paramo said that he can report this data to the Board at a later time.

Vice President Tabet asked if the issues with the hours at the JBHS Care Center had been resolved. In early morning hours, before school starts, if students have issues, students can go to the main office and ask to get connected to FSA. Superintendent Hill indicated that he planned to provide a marketing plan and a better way to communicate to students the availability of these services as past surveys have indicated a lack of awareness of these resources.

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

5.j) Approval of Agreement with Family Service Agency of Burbank to Provide School-Based Counseling Services

That the Board of Education approve the agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to continue to provide individual and group counseling to elementary and secondary school pupils, as required, effective July 1, 2021 through June 30, 2022, not to exceed $30,000 (010-01500.0-71500-31100-5810-7422000) LCAP supplemental funds, and not to exceed $175,000 (010-74220.0-11100-10000-5110-742900) and $25,000 (010-74220.0-11100-10000-5850-74229000) AB86 In-Person Instruction Grant, and that the authority to sign the agreement be exercised pursuant to BUSD -AR 3314, as presented.

FSA School Based Counseling Board Report 2021 22.pdf (OF 28,881)

John Paramo reported that there are two contracts before the Board: One is the standard $30,000 school-based counseling contract, which maintains the status quo. However, in addition, and due to the social emotional impact of COVID 19, there is a separate contract to fund an additional therapist for school-based counseling, along with a resource service to help connect families to services in the community post-pandemic. The budget for these services is $200,000 and it will be paid for by one-time AB86 In-Person Instruction Grant funds.

Clerk Ferguson asked how these additional funds will be deployed (i.e., will the therapist be supervising interns?) and Superintendent Hill indicated that he needed to confirm that information and will report back. He thanked the City of Burbank for their partnership and support of FSA and noted that FSA also

holds fundraising events. Board Members discussed whether these additional needs would be ongoing and how to pay for them. Vice President Tabet asked for regular reports to ensure these funds are being utilized correctly and expressed her desire to return the District's focus to academic achievement, STEM, STEAM, replacing textbooks, etc., in addition to the mental health services and DEI work.

Clerk Ferguson said that you cannot teach a student who is hungry or considering suicide. He lamented how much of our budget has to go to these services, but indicated that no one else is dealing with it so the burden is falling on the District.

Member Weisberg said that a foundational part of a successful education is the social-emotional component, and that this is not separate, but is actually under the same umbrella. She expressed her belief that investment in social emotional is an investment in academic success.

Superintendent Hill indicated that progress had been made to replace some of our textbooks using very limited Lottery funds.

Clerk Ferguson said that we are a leader in the area of socioemotional health.

Vice President Tabet indicated that she is fine with strengthening programs and initiatives around mental health and diversity, but would like to see the District also highlight some of our District's academic achievements and work to restore positions that are currently frozen, such as the high school Career Technical Advisor positions, against the backdrop of a shrinking budget as she feels that those are also services that students need to achieve academic and career success.

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

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

That the Board of Education approve an agreement between the Burbank Unified School District and the Family Services Agency of Burbank to provide IEP-based mental health services for qualifying special education students, effective July 1, 2021 through June 30, 2022, not to exceed $330,000 (01.0-651200.0-57500-11800-5810-7440000), and the authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

SPED Family Service Agency.pdf (OF 28,882)

Tami Schiern, Director of Special Education and Psychological Services, reported that the District partners with the Family Services Agency of Burbank (FSA) to provide IEP-related services to those students who require them and she would like to continue this successful partnership.

Clerk Ferguson asked for a report back on Special Education demands related to mental health services, where the demand seems to be, wraparound services, numbers of referrals, what has been successful, drug treatment, etc.

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

6. ADJOURNMENT

The meeting adjourned at 8:35 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

7/15/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

TO: Board of Education / Superintendent Consent 7/15/2021

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

SUBJECT: Certificated Personnel - Report Number 21-22-01. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
RHOADS, DIANA Harte Elementary School	Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2050000	100	RA:006 - ST:24	Began Service 9/6/1990	6/30/2021
DANIELSON, DENNIS Mc Kinley Elementary School	Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2090000	100	RA:006 - ST:24	Began Service 9/5/1985	6/30/2021
MIXON, LAURA Mc Kinley Elementary School	Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2090000	100	RA:006 - ST:24	Began Service 10/01/1997	6/30/2021
MADRIGAL, DEBORAH Burroughs High School	High School Principal - FTE:100%	01.0-00000.0-00000-27000-1312-4320000	100	RA:02 - ST:008 STP: $1331	Began service 12/01/2014	7/31/2021
KURIHARA, PEGGY Health Services	School Nurse Leave of Absence - FTE:100%	01.0-32120.0-00000-31400-1216-7729000	100	RA:006 - ST:22 STP: $1345	Began service 01/15/1998	6/15/2021

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SCHIERN, TAMARA Special Education	Director, Special Education - FTE:100%	01.0-65000.0-50010-21000-1310-7440000 01.0-00000.0-00000-21000-1310-7440000 01.0-654600-50010-21000-1310-7440000	50 25 25	 STP: $1331	Began Service 7/1/1998	7/13/2021
IWAN, ROBERT Burbank High School	High School Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	 STP: $1345	Began service 8/10/2010	6/18/2021
PALOMO, CASEY Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100		Began Service 8/8/2016	7/15/2021
GILLETT, OAKLEY Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000 01.0-00000.0-38000-10000-1110-4320000	80 20		Began service 01/08/2004	7/15/2021
CARR, MICHAEL Dolores Huerta Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	 STP: $1345	Began service 8/20/2015	6/30/2021

ELKIN, JUSTINE Adult School	Teacher: Adult School Adult Teacher	11.0-63910.0-41104-10000-1130-5330000	100		Began Service 8/10/2020	6/15/2021
KING, ROBERT JONATHAN Adult School	Teacher: Adult School Adult Teacher	11.0-63910.0-41104-10000-1130-5330000	100		Began Service 9/7/2004	8/2/2021

RESIGNATION/POSITION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHAMBERS, MATTHEW Burroughs High School	High School Assistant Principal - FTE:100%	01.0-00000.0-00000-27000-1313-4320000	100	STP: $2662		6/30/2021

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MENKE, ERICA Burroughs High School	Special Ed Teacher Special Ed Mod/Sev - FTE:100%	01.0-65000.0-57601-11100-1110-4320000	100	RA:004 - ST:04 STP: $1345	Rehire Prob 1E to Prob 2	8/9/2021
SHEA, JAMES Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:003 - ST:14 STP: $1345		8/9/2021
FLORES, JESSIE John Muir Middle School	Teacher Social Science - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:005 - ST:10 STP: $1345		8/9/2021
MANUEL, ARVIN John Muir Middle School	Teacher Math - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:005 - ST:03 STP: $1345		8/9/2021
MAGALLON, MATTHEW Dolores Huerta Middle School	Teacher PE - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:005 - ST:02 STP: $1345	Prob 2	8/9/2021
CONCIDINE, CHRISTINA Luther Middle School	Teacher	01.0-00000.0-11100-11100-1110-3200000	100	RA:006 - ST:04 STP: $1345		8/9/2021

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SCHMIDT, DAVID Burbank High School	Teacher PE/Dance - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:003 - ST:01		8/9/2021 5/27/2022
PLATNER, REBECCA Luther Middle School	Teacher Art - FTE:100%	01.0-00000.0-11100-10000-1110-320000	100	RA:005 - ST:07 STP: $1345		8/9/2021 5/27/2022

ELECTION: SUMMER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SILVA, JOSEFINA Mc Kinley Elementary School	Teacher: Cc Summer ATB Teacher	01.0-90201.0-11100-10000-1130-7428710	100		Summer School 2021	6/3/2021 7/9/2021
BALDWIN, BRADLEY Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100		Summer School 2021	6/2/2021 7/15/2021
BAROUTGIAN, ELIZABETH Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100		Summer School 2021	6/2/2021 7/15/2021
BEAL, BRIANNA Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100		Summer School 2021	6/2/2021 7/15/2021

BIXLER, TODD Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
BRINTON, JOEL Instructional Services	Teacher: Summer School SS Middle School Math	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
BULLINGTON, PERRY Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
CASPER, JENNIFER Instructional Services	Teacher: Summer School SS Middle School Math	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
CHAE, DAVID Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
COOPER, REBECCA Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
DAM, ABIGAIL Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
DAWES, JACQUELINE Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
ELKIN, JUSTIN Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
FERERA, CHRISTOPHER Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
FERNANDO, GAJAN Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
FITZGERALD, KYLE Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
FREEMAN, ELISA Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
FRITZ, CATHERINE Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
GILLEARN, JASON Instructional Services	Teacher: Summer School SS CDS	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
GILLETT, OAKLEY Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
GOMEZ, JENNIFER Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
GONZALEZ, AMANDA Instructional Services	Teacher: Summer School SS Middle School Math	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
GRIBBLE, LAURA Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021

GRIGORIAN, GRANT Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
HAWTHORNE, RICKI Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
HEDIN, DAVID Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
HOWARD, CATHLEEN Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
JAMISON, MOZHDEH Instructional Services	Teacher: Summer School SS Middle School Math	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
KNOOP, JULIE Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
KNOOP, KEITH Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
LEVY, JODI Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
LEWIS, LAQUANNIA Instructional Services	Teacher: Summer School SS Middle School Math	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
LUCAS, AMY Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
MAHONEY, GERALD Instructional Services	Teacher: Summer School SS Middle School Math	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
MAYES, JESSICA Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
MINASYAN, MARIA Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
MORREALE, KATELYN Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
MULLADY, JEROME Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
MURPHY, ALLISON Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
OGANYAN, VICTORIA Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
OLIVER, YVONNE Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
ORSINI, MARIANNA Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021

PALOMO, CASEY Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
PETRENCO, TANESE Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
PIERCE, EMILY Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
PIPER, RICHARD Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
RAPP, TREVOR Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
REAL, EDWIN Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
REILY, MICHAEL Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
ROBERTSON, LISA Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
RUSSON, ROBYN Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
SALEM, JEIL Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
SNOWDEN-FROST, DAWN Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
STEINBERG, JESSIE Instructional Services	Teacher: Summer School SS Split/Partial Assignment	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
STEWART, JENNA Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
TIPTON, WAYNE Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
VALLE, JOSE Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
VAN KRIEKEN, LOREN Instructional Services	Teacher: Summer School SS Initial Credit	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
WARREN, WILLIAM Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
WELLS, JOHN Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021
ZACHER, MARIANNA Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/2/2021 7/15/2021

ZIMNY, PAMELA Instructional Services	Teacher: Summer School SS Credit Recovery	01.0-74250.0-11100-10000-1130-5480000	100		Summer School 2021	6/2/2021 7/15/2021
BRECKLEY, JOSHUA Burroughs High School	Teacher: Summer School APE program	01.0-65000.0-57602-11902-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
CURRAN, EMILY Burroughs High School	Teacher: Summer School APE program	01.0-65000.0-57602-11902-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
GOOD, HEATHER Instructional Services	Teacher: Summer School ILA Summer Assignment	01.0-74250.0-11100-10000-1130-5480000	100		Summer School 2021	6/1/2021 7/15/2021

ELECTION: SUMMER NURSE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHOI, AMY Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
DELANATER, MAYGAN Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
EATON, STACY Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
GARCIA, MARIA Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
GODOY-TRAVIESO, PATRICIA Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
KURIHARA, PEGGY Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
MARTINEZ, IZABELLE Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
OLDROYD, JENNIFER Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021
SANCHEZ, MYRELLA Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-74250.0-00000-31400-1230-5480000	100			6/7/2021 7/15/2021

ELECTION: MANAGEMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
YOUNG, RONALD Jefferson Elementary School	Elementary School Principal Elementary Principal - FTE:100%	01.0-00000.0-00000-27000-1312-2060000	100	STP: $2662	Elementary Principal at Jefferson Elementary School	7/1/2021
PITTMAN, HEATHER Burbank High School	High School Assistant Principal AP High School - FTE:100%	01.0-00000.0-00000-27000-1313-4310000	100	STP: $1331		7/1/2021
TAYLOR, EDWIN Dolores Huerta Middle School	Middle School Assistant Principal - FTE:100%	01.0-00000.0-00000-27000-1313-3210000	100	STP: $1331		7/1/2021

CHANGE OF ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHAMBERS, MATTHEW Instructional Services	High School Principal - FTE:100%	01.0-00000.0-00000-27000-1312-4320000	100	RA:02 - ST:006 STP: $2662	From AP to Principal	7/1/2021
TOMER, CARYN Special Education	Program Specialist I I Program Specialist II - FTE:100%	01.0-65000.0-50010-21000-1914-7440000 01.0-00000.0-00000-21000-1914-7440000	90 10	RA:27 - ST:08 STP: $1331	Per Board approved change on 6/3/2021	7/1/2021
BITNER, ELIZABETH Burbank High School	Special Ed Teacher CBI (M/S) - FTE:100%	01.0-65000.0-57602-11100-1110-4310000	100	RA:005 - ST:24 STP: $2690	Involuntary Transfer	8/9/2021

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CUEVAS, TAMARA Harte Elementary School	Long Term Sub Teacher 3rd Grade	01.0-00000.0-11100-10000-1160-2050000	100			4/12/2021 5/28/2021
JEW, GLORIA Dolores Huerta Middle School	Long Term Sub Teacher Science	01.0-74220.0-11100-10000-1160-3219000	100			4/12/2021 5/28/2021

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT-0232-21, Human Resources	Cc Teacher: School Age - FTE:100%	12.0-61050.0-00000-21000-1316-7540000 12.0-61050.0-00000-21000-1316-7540000 12.0-90602.0-00000-21000-1316-2050000 12.0-90602.0-00000-21000-1316-2160000	35 35 15 15	RA:019 - ST:06		6/18/2021 6/27/2021
CT-0233-21, Human Resources	Cc Teacher: School Age - FTE:40.98%	12.0-61050.0-00010-10000-1110-2160000	100	RA:005 - ST:07 STP: $82		6/18/2021 6/27/2021
CT-0234-21, Human Resources	Cc Teacher: School Age - FTE:68.75%	12.0-90602.0-11100-10000-1110-2060000 12.0-90602.0-11100-10000-1110-2160000	73 27	RA:002 - ST:05		6/18/2021 6/27/2021

LEAVE OF ABSENCE (UNPAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ROSS, DEIDRA Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:005 - ST:03	FMLA LOA	6/16/2021 6/30/2021
EMAMJOMEH, MOJGAHN Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:004 - ST:05 STP: $1345	General Purpose	8/9/2021 6/30/2022

JOB SHARE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SCHWARTZ, SARAH Thomas Edison Elementary School	Elementary Teacher Elementary Teacher - FTE:50%	01.0-00000.0-11100-10000-1110-2020000	100	STP: $672.5	JS w/Jennifer Thomas 21 -22	8/9/2021 5/27/2022
THOMAS, JENNIFER Thomas Edison Elementary School	Elementary Teacher Elementary Teacher - FTE:50%	01.0-00000.0-11100-10000-1110-2020000	100	STP: $672.5	JS w/Sarah Schwartz 21 -22	8/9/2021 5/27/2022

STIPEND: CELL	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHAMBERS, MATTHEW Burroughs High School	Cell Phone Stipend Cell Phone Stipend	01.0-00000.0-00000-27000-1980-4320000	100	STP: $33		7/1/2013
DAVIDSON, BRITTA Special Education	Cell Phone Stipend Cell Stipend	01.0-32120.0-50010-21000-1311-7449000	100	STP: $33		7/1/2021 6/30/2022
PITTMAN, HEATHER Burbank High School	Hs Asst Principal HS Assistant Principal - FTE:100%	01.0-00000.0-00000-27000-1980-4310000	100	STP: $204		7/1/2021

CORRECTION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ELKIN, JUSTIN Adult School	Teacher: Adult School Adult Teacher	11.0-63910.0-41104-10000-1130-5330000	100	RA:001 - ST:01	To change resignation date	7/15/2021

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ATHERTON, DEBRA Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	Salary Rate: $135/140		6/7/2021 7/15/2021

ELECTION: SUMMER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HOWITT, ELAYNE Adult School	Teacher: Summer School Summer ESY Teacher	11.0-63910.0-41100-10000-1130-5480000	100		Summer School 2021	6/3/2021 6/30/2021
RUBACK, SHARYL Adult School	Teacher: Summer School Summer ESY Teacher	11.0-63910.0-41100-10000-1130-5480000	100		Summer School 2021	6/3/2021 6/30/2021
BERICH, ERIN Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
BRINTON, CHRISTY Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
CORRAL, CHRISTOPHER Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
MCCLURE, HEATHER Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11104-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
MENKE, ERICA Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
PAPAVASILIOU, TULA Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
PERLIS, DEBORAH Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11108-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021
PIPER, MORGAN Burroughs High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/15/2021

BALISY, TAWNYA Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
CALDERON, SALLY Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
CROSBY, LUCY Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
TOMPKINS, KIMBERLY Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
ZSUPNIK, CATHLEEN Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
BECKER, JOAN J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
COVINGTON, JILL J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
DOBBIN, ELLEN J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
ECHEVERRIA, ELSA J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
FITZPATRICK, MICHELLE J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
GRIFFITH, JENNIFER J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
KIENLEN, SUSAN J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
LARSON, SUSAN J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
MARTINEZ, ALLISON J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
TIMMONS, CHRISTY J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
TIPTON, BECKY J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
VAN AALSBURG, ALLISON J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-74250.0-11100-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
BADDERS, RANDALL Magnolia Park	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-51780000	100	Summer School 2021	6/3/2021 7/15/2021
CHUGG, KELLIE Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021

CUEVAS, TAMARA Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
EVERETT, LATOYA Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
HOWE, JACKIE Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
KALACHI, MONIQUE Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
KELLY, LAURY Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
KHACHIKYAN AYVAZIAN, LILIT Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
LUBOS, CONCHITA Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
METCALF, DIANE Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
YOUNG, AMBER Mc Kinley Elementary School	Teacher: Summer School Summer Language Academy	01.0-74250.0-47600-10000-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
APLASCA, AVRIL Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2021	6/3/2021 7/15/2021
COZZI, ANGELA Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2021	6/3/2021 7/15/2021
GHAZARIAN, JOANIE Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2021	6/3/2021 7/15/2021
LIDDELL-JOHNSON, MARLA Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2021	6/3/2021 7/15/2021
RUBACK, MACKENZI Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2021	6/3/2021 7/15/2021
BIGGER, DENA Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11104-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
COLLINS, BRIAN Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
COLLINS, CHANDRA Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
DIXON, MICHELLE Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021
GAL, DEBBIE Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2021	6/3/2021 7/9/2021

HYSLOP, MOLLY Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
KING, JENNIFER Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
KNIGHT, KASEY Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
MINDEL, BRITTANY Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
MIRON, CRYSTAL Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
MUCHA, MICHELLE Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
PARKER, CARLISLE Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
PASHEN, CHELSEA Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
PERRY, BARBARA Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
RAUCH, MEGAN Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
SEALE, ANDREA Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
VIALLET, MARIANNE Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
WAHE, DEBRA Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021
WENZEL, ANNE Stevenson Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100		Summer School 2021	6/3/2021 7/9/2021

ELECTION: SUMMER SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ADOTI, RAZ Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100			6/7/2021 7/15/2021
BISHOP, DARRELL Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100			6/7/2021 7/15/2021
CASPER, WILLIAM Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100			6/7/2021 7/15/2021
COCA, ALICIA Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100			6/7/2021 7/15/2021

DADEKIAN, KRISTINA Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
GLICKMAN, ELYSE Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
GMBIKIAN, GRIGOR Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
HAWTHORNE, RICKI Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
HENRY, TRICIA Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
HOOD, LARVELL Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
JUAREZ, CANDACE Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
KAUFFMAN, SARA Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
KUKAN, BRIAN Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
LADD, DWIGHT Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
MARINELLI, JEAN Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
OLKOWSKI, JOSHUA Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
PACIFICI, JOY Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
PATTON, ALTON Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
REAVES, HARVEY Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
RIVERA, RENE Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
STEWART, CARLA Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
STEWART, DAVID Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
TOBIN, RANDY Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021

TYLER, PATRICK Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
WANDER, CARYN Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
WEBER, ERIC Human Resources	Ss Sub Tchr/ss Spec Ed SS Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	6/7/2021 7/15/2021
WINSTEIN, DEBORAH Human Resources	Ss Sub Tchr/ss Spec Ed	01.0-00000.0-11100-10000-1160-7552000	100	6/7/2021 7/15/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 21-22-01

July 15, 2021
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Abrams, Sarah	Spec. Ed	Induction Mentor	Stipend	$1910.50	1	June
Almer, Jennifer	Miller	Intervention Planning	Hourly	$33.77	2	June
Aplasca. Avril	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Arenal, Shannon	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Armes, Deborah	Providencia	Intervention Planning	Hourly	$33.77	4	June
Armes, Deborah	Providencia	Intervention Planning	Hourly	$33.77	6	June
Bailey, Erin	Providencia	Intervention Planning	Hourly	$33.77	4	June
Baker, Ryan	CC	Summer Assignment	Hourly	$20.63	144	June
Baker, Ryan	CC	Summer Assignment	Hourly	$20.63	32	June
Blisten, Aimee	McKinley	Intervention Planning	Hourly	$33.77	18	June
Bonino, Gabriella	Spec. Ed	Home Teacher	Hourly	$36.09	12	June
Bonino, Gabriella	Spec. Ed	Home Teacher	Hourly	$36.09	31	June
Bowers, Lucia	Huerta	Department Chair	Stipend	$1477	1	June
Brinton, Cristy	Spec. Ed	Induction Mentor	Stipend	$955.50	1	June
Chavez, Ismael	CC	Additional duties as sub teacher	Hourly	$16.76	176	June
Cohen, Pamela	Roosevelt	Intervention Planning	Hourly	$33.77	1	June
Colman, Adam	BHS	Other Hourly	Hourly	$33.77	11	June
Coyne, Marie	Providencia	Intervention Planning	Hourly	$33.77	4	June
Cozzi, Angela	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Craig, Ellen	Roosevelt	Intervention Planning	Hourly	$33.77	1	June
Dawes, Jacqueline	Spec. Ed	Induction Mentor	Stipend	$955.50	1	June
Dixon, Joann Michelle	Spec. Ed	Home Teacher	Hourly	$36.09	2	June
Dixon, Joann Michelle	Spec. Ed	Home Teacher	Hourly	$36.09	4	June
Dixon, Kevin	BHS	Other Hourly	Hourly	$33.77	11	June
Dodd, Sharie	Spec. Ed	Intervention Planning	Hourly	$33.77	4	June
Dodd, Sharie	Spec. Ed	Intervention Teaching	Hourly	$45.52	6	June
Dodd, Sharie	Spec. Ed	Intervention Teaching	Hourly	$45.52	32	June
Dodd, Sharie	Spec. Ed	Intervention Planning	Hourly	$33.77	3	June
Dodd, Sharie	Spec. Ed	Intervention Teaching	Hourly	$45.52	20	June
Dodd, Sharie	Spec. Ed	Intervention Planning	Hourly	$33.77	6	June
Dodd, Sharie	Spec. Ed	Intervention Teaching	Hourly	$45.52	17	June

Eidem, Jennifer	Providencia	Intervention Planning	Hourly	$33.77	8	June
Eldridge, Erica	Providencia	Intervention Planning	Hourly	$33.77	7	June
Eldridge, Erica	Providencia	Intervention Planning	Hourly	$33.77	4	June
Emamjomeh, Mojgahn	BHS	Other Hourly	Hourly	$33.77	29.93	June
Ermino, Aileen	Roosevelt	Intervention Planning	Hourly	$33.77	1	June
Eskandar, Catherine	Huerta	Department Chair	Stipend	$1477	1	June
Everett, LaToya	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	40	June
Farewell, Rebeca	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Fuhr, Amy	Huerta	Department Chair	Stipend	$1477	1	June
Fuentez, Lisa	McKinley	Intervention Planning	Hourly	$33.77	48	June
Ghazarian, Joan	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Goldenberg, Jennifer	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	30	June
Goldenberg, Jennifer	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	98	June
Goleman, Kimberly	Providencia	Intervention Planning	Hourly	$33.77	4	June
Godoy Garcia, Ramon	Student Srvs.	Intervention Planning	Hourly	$33.77	7	June
Gregoire, Deborah	McKinley	Intervention Planning	Hourly	$33.77	18	June
Gresham, Janice	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Griffin, Jamie	Huerta	Department Chair	Stipend	$1477	1	June
Griffith, Jennifer	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	21	June
Hadden, Rorry	McKinley	Intervention Planning	Hourly	$33.77	18	June
Heldt, Theresa	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Hernandez, Amalia	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
House, Dorothy	Adult	Additional Hours At Assignment	Hourly	$48.45	3.5	May
Howe, Jacqueline	McKinley	Intervention Planning	Hourly	$33.77	30	June
Hunter, Emily	McKinley	Intervention Planning	Hourly	$33.77	30	June
Jackson, Kristen	Providencia	Intervention Planning	Hourly	$33.77	12	June
Kalachi, Monique	McKinley	Intervention Planning	Hourly	$33.77	318	June
Karapetian, Lusine	CC	Summer Assignment	Hourly	$22.73	33	June
Kelly, Laury	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	40	June
Kimmel, Michael	Adult	Summer Assignment	Hourly	$40.08	30	June
King, Denise	Providencia	Intervention Planning	Hourly	$33.77	6	June
Knight, Kasey	Providencia	Intervention Planning	Hourly	$33.77	12	June
Knight, Kasey	Spec. Ed	Intervention Teaching	Hourly	$45.52	32	June
Knight, Kasey	Spec. Ed	Intervention Planning	Hourly	$33.77	4	June
Kuester, Danielle	McKinley	Intervention Planning	Hourly	$33.77	96	June
Kulberg, Shari	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Lee, Cindy	Adult	Staff Development	Hourly	$22.98	10	June
Lemons, Julie	CC	Summer Assignment	Hourly	$25.09	144	June
Lemons, Julie	CC	Summer Assignment	Hourly	$25.09	.50	June
Liddell-Johnson, Marla	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June

Lindley, Linda	Spec. Ed	Prog. Spec Workability	Hourly	$69.14	151	June
Lorenz, Linda	Providencia	Intervention Planning	Hourly	$33.77	7	June
Matsumoto, Linda	Student Srvs.	Intervention Planning	Hourly	$33.77	4	June
Mazur, Ruby	McKinley	Intervention Planning	Hourly	$33.77	18	June
McNutt, Kelly	Disney	Intervention Planning	Hourly	$33.77	12	June
McNutt, Kelly	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	12	June
Mieliwocki, Rebecca	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	40	June
Mieliwocki, Rebecca	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	8.5	June
Mindel, Brittany	McKinley	Intervention Planning	Hourly	$33.77	30	June
Mitchell, Christopher	Huerta	Department Chair	Stipend	$1477	1	June
Mohler, Chez-E-Rae	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Mulloy, Shawn	McKinley	Intervention Planning	Hourly	$33.77	318	June
Munoz, Angela	McKinley	Intervention Planning	Hourly	$33.77	18	June
Nguyen, Duc	Adult	Summer Assignment	Hourly	$22.98	8	June
Noss, Marianne	Adult	Staff Development	Hourly	$22.98	10	June
Ovasapyan, Aida	CC	Additional Hours At Assignment	Hourly	$20.17	154	June
Ovasapyan, Aida	CC	Additional Hours At Assignment	Hourly	$20.17	22	June
Palermo, Kasey	McKinley	Intervention Planning	Hourly	$33.77	18	June
Pelayo, Gricelda	Student Srvs.	Intervention Planning	Hourly	$33.77	1	June
Pelayo, Gricelda	Disney	Intervention Planning	Hourly	$33.77	12	June
Pelayo, Gricelda	Disney	Intervention Planning	Hourly	$33.77	5	June
Perez, Priscilla	Huerta	Department Chair	Stipend	$738.50	1	June
Pike, John	Roosevelt	Intervention Planning	Hourly	$33.77	1	June
Pohlman, Amanda	McKinley	Intervention Planning	Hourly	$33.77	48	June
Reed, Sarah	Huerta	Department Chair	Stipend	$738.50	1	June
Rivas, Fredi	Adult	Staff Development	Hourly	$22.98	5	June
Rocha, Claudia	McKinley	Intervention Planning	Hourly	$33.77	18	June
Rosales, Jessica	CC	Additional duties as sub teacher	Hourly	$16.76	8	June
Rosales, Jessica	CC	Additional duties as sub teacher	Hourly	$16.76	176	June
Scharf, Roxanne	McKinley	Intervention Planning	Hourly	$33.77	30	June
Scheinman, Mackenzie	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Shalts, Rachel	Spec. Ed	SLP Retention Bonus	Stipend	$8,241.6	1	June
Shipstad, Rachelle	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Silver, Shirley	CC	Summer Assignment	Hourly	$18.70	32	June
Silver, Shirley	CC	Additional duties as sub teacher	Hourly	$16.76	8	June
Silverstone-Moran, Rachel	Huerta	Department Chair	Stipend	$1477	1	June
Stein, Kerie	Roosevelt	Intervention Planning	Hourly	$33.77	1	June
Steinberg, Steven	Adult	Staff Development	Hourly	$22.98	3.25	June
Stilgenbauer, Kymberly	CC	Summer Assignment	Hourly	$20.63	144	June
Timoney, Jennifer	McKinley	Intervention Planning	Hourly	$33.77	18	June

Tineo, Deidra	Instruct. Srvs.	Intervention Planning	Hourly	$33.77	40	June
Topalian, Talar	Providencia	Intervention Planning	Hourly	$33.77	22	June
Topalian, Talar	Providencia	Intervention Planning	Hourly	$33.77	7	June
Toscano, Judith	McKinley	Intervention Planning	Hourly	$33.77	30	June
Troutman, Rachel	Spec. Ed	SLP Retention Bonus	Stipend	$10,302	1	June
Tropeano, Amanda	BHS	Other Hourly	Hourly	$33.77	29.93	June
Vasquez, Jonathan	Adult	Staff Development	Hourly	$22.98	5	June
Viallet, Marianne	Spec. Ed	Intervention Teaching	Hourly	$45.52	29	June
Viallet, Marianne	Spec. Ed	Intervention Planning	Hourly	$33.77	4	June
Viallet, Marianne	Spec. Ed	Intervention Teaching	Hourly	$45.52	32	June
Viallet, Marianne	Spec. Ed	Intervention Planning	Hourly	$33.77	4	June
Viallet, Marianne	Spec. Ed	Intervention Teaching	Hourly	$45.52	17	June
Viallet, Marianne	Spec. Ed	Intervention Planning	Hourly	$33.77	3	June
Walcoff, Carol	Roosevelt	Intervention Planning	Hourly	$33.77	1	June
Walker, Amy	Providencia	Intervention Planning	Hourly	$33.77	4	June
Walker, Kathy	McKinley	Intervention Planning	Hourly	$33.77	30	June
Wills-Sarna, Kathryn	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Wright, Rhonda	Roosevelt	Intervention Planning	Hourly	$33.77	1	June
Young, Amber	McKinley	Intervention Planning	Hourly	$33.77	30	June

Leave

ANTTILA, Carol	Library Coordinator-Elementary	01.0-01500.0-00000-24200-2210-2140000	.6875	36-VI	D	05-27-21	05-27-21	Roosevelt Elementary Unpaid LOA
REID, Lydia	Library Coordinator-Elementary	01.0-01500.0-00000-24200-2210-2020000	.5625	36-VI	D	05-03-21	05-25-21	Edison Elementary Unpaid Career Advancement Change to end date
STEIN, Alison	School Office Manager-Elementary	01.0-00000.0-00000-72000-2410-7550000	1.00	43-VI	C	05-26-21		Bret Harte Elementary Unpaid LOA

Additional Compensation for Site Technology Specialist

BAUMAN, Laura	Instructional Media Specialist	01.0-00000.0-00000-24200-2450-7730000		1,092.00		01-04-21	05-28-21	Technology Services
BUSSARD, Beverly	Instructional Media Specialist	01.0-00000.0-00000-24200-2450-7730000		1,092.00		01-04-21	05-28-21	Technology Services
KIM, Nancy	Instructional Media Specialist	01.0-00000.0-00000-24200-2450-7730000		1,092.00		01-04-21	05-28-21	Technology Services
MARTINEZ, Cory	Office Technician – Continuation	01.0-00000.0-00000-24200-2450-7730000		1,092.00		01-04-21	05-28-21	Technology Services

Election – Hourly

ALBARIAN, Kaline	Community Resource Assistant	01.0-74250.0-00000-24200-2230-7409000		31-VI	D	05-28-21	06-04-21	Washington Elementary
ARZUMANYAN, Anahit	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000		16.24	G	06-01-21	06-30-21	Jefferson Elementary
ASSRIYANS, Melina	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000		27-III	D	05-25-21	05-26-21	Stevenson Elementary
BARBOSA, Gode	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000		27-V	D	05-26-21	05-26-21	Roosevelt Elementary
BARRONDO, Gustavo Adolfo Carcam	Campus Supervisor	01.0-32120.0-00000-83000-2230-7409000		35-I	G	05-26-21	05-26-21	Monterey High School
BERKOVITZ, Soraida	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2140-7440000 01.0-65000.0-57601-11905-2130-7440000		40-VI	D	05-21-21 05-21-21	05-21-21 05-28-21	Special Education
BROOKS, Mary	Guidance/Program Technician II	01.0-32120.0-00000-83000-2240-7409000		42-VI	B	05-26-21	05-26-21	Monterey High School

Election – Hourly (Continued)

BUSTOS, Adriana Jimena	Bilingual Translator	01.0-65000.0-50010-21000-2950-7440000	16.24	G	05-01-21	06-30-21	Special Education
CALZADILLA, Jose	Campus Supervision Assistant	01.0-32120.0-00000-83000-2240-7409000	35-VI	D	05-22-21	05-22-21	Burroughs High School
CAMPBELL, Taylor	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000 01.0-65000.0-57601-11905-2140-7440000	40-VI	D	05-21-21 05-21-21	05-28-21 05-21-21	Special Education
CHAMBERS, Laura	Library Coordinator-Elementary	01.0-30100.0-00000-24950-2240-2099000	36-VI	D	05-04-21	05-04-21	McKinley Elementary
CHAVEZ, Adriana	Community Resource Assistant	01.0-74250.0-00000-24200-2230-7409000	31-VI	D	05-28-21	06-04-21	Washington Elementary
CONCHO, Brianna	Instructional Technology Media Specialist	01.0-32120.0-00000-24200-2230-7409000	38-I	D	05-19-21	05-21-21	McKinley Elementary
CRUZ, Guillermo Jr.	Campus Supervision Assistant	01.0-32120.0-00000-83000-2240-7409000	35-VI	D	05-27-21	05-27-21	Burroughs High School
EKLUND, Debra	Elementary School Aide	01.0-74250.0-00000-24200-2230-7409000	27-V	D	06-03-21	06-03-21	Miller Elementary
FITE, Haley	Instructional Assistant Children's Center	01.0-00000.0-11100-10009-2960-7552000	32-I	G	05-05-21		Children's Center
GITTO, Joseph	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000	29.51	F	06-01-21	06-30-21	Burbank Adult School
KIM, Nancy	Instructional Media Specialist	01.0-74200.0-00000-77000-2440-7739000	39-VI	B	05-10-21	05-31-21	Technology Services
KIRKPATRICK, Gloria	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000	40-V	D	05-28-21	05-28-21	Special Education
LEWIS, Lesley	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000	27-V	D	05-26-21	05-26-21	Roosevelt Elementary
LOPEZ CORRALES, Elizabeth	Instructional Assistant-Special Education	01.0-30100.0-00000-24950-2930-2099000	32-III	D	05-04-21	05-04-21	McKinley Elementary
MAGALLANES, Josephine	Campus Supervision Assistant	01.0-32120.0-00000-83000-2230-7409000	35-VI	D	07-15-21	07-15-21	Burroughs High School
MARTINEZ, Andrea	Campus Supervision Assistant	01.0-32120.0-00000-83000-2230-7409000	35-VI	D	05-28-21	05-28-21	Burroughs High School

Election – Hourly (Continued)

McDONALD, Cheryl	Campus Supervision Assistant	01.0-32120.0-00000-83000-2240-7409000	35-VI	D	05-26-21	05-26-21	Monterey High School
		01.0-00000.0-00000-83000-2240-4311000			05-01-21	05-31-21	Burbank High School
		01.0-90904.0-00000-83000-2240-4318100			05-01-21	05-31-21	Burbank High School
McMURDO, Patricia	Educational Interpreter IV	01.0-65000.0-57602-11104-2130-7440000	61-VI	D	07-01-21	08-31-21	Special Education
		01.0-65000.0-57602-11104-2140-7440000					
MENENDEZ, Juan	Campus Supervision Assistant	01.0-32120.0-00000-83000-2230-7409000	35-VI	D	05-28-21	05-28-21	Burroughs High School
		01.0-32120.0-00000-83000-2240-7409000			05-22-21	05-27-21	
MILLS, Linden	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4318100	35-I	G	05-01-21	05-31-21	Burbank High School
		01.0-00000.0-00000-83000-2240-4311000	35-I	G	05-21-21	05-21-21	Burbank High School
MORRISON, Rosemary	Instructional Technology Media Specialist	01.0-74250.0-00000-24200-2230-7409000	38-VI	D	05-03-21	06-30-21	Disney Elementary
NASRALLAH, Lydia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2140-7440000	40-III	D	05-21-21	05-21-21	Special Education
		01.0-65000.0-57601-11905-2130-7440000			05-21-21	05-28-21	Special Education
NASRALLAH, Nancy	Instructional Assistant-English Language Development	01.0-00000.0-11100-10000-2130-2051000	32-VI	D	07-22-21	07-30-21	Bret Harte Elementary
NERCESSIAN-KATALARIS, Maro	Campus Supervision Assistant	01.0-32120.0-00000-27000-2430-7409000	35-I	G	06-01-21	06-02-21	Burroughs High School
ORBISON-GUTIERREZ, Andrew	Counseling Assistant	01.0-32120.0-00000-27000-2430-7409000	35-II	B	05-01-21	05-27-21	Luther Middle School
PEREZ, Nora	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000	27-V	D	05-26-21	05-26-21	Roosevelt Elementary
PHILIPPAS, Maria	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000	27-V	D	05-26-21	05-26-21	Roosevelt Elementary
REINSMA, Madison	Educational Interpreter III	01.0-65000.0-57602-11104-2140-7440000	54-III	D	07-01-21	08-31-21	Special Education
		01.0-65000.0-57602-11104-2130-7440000			07-01-21	08-31-21	
ROOT, Tiffany	Instructional Technology Media Specialist	01.0-74250.0-00000-24200-2230-7409000	38-VI	D	05-28-21	06-07-21	Roosevelt Elementary
ROSEN, Linda	Typist Clerk II	01.0-32120.0-00000-27000-2230-7409000	30-VI	D	06-08-21	06-30-21	Burroughs High School
SHEAFER, Robert Jr	Campus Supervision Assistant	01.0-32120.0-00000-83000-2230-7409000	35-III	D	05-27-21	05-27-21	Burroughs High School
SULLIVAN, Cyrita	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000	40-VI	D	05-28-21	05-28-21	Special Education

Election – Hourly (Continued)

TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000	35-VI	A	05-15-21	05-15-21	Burbank High School
VANCHIASONG, Phouapheng	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2140-7440000 01.0-65000.0-57601-11905-2130-7440000	40-IV	D	05-21-21 05-21-21	05-21-21 05-28-21	Special Education
VAUGHNS, Regina	Educational Interpreter III	01.0-65000.0-57602-11104-2130-7440000	54-III	D	07-01-21	08-31-21	Special Education
YEGHYAIAN, Reneh	Instructional Assistant Children's Center	12.0-90602.0-11100-10000-2130-2060000	32-I	G	05-28-21	05-28-21	Children's Center

Election – Summer School

AGAZARYAN, Taline	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5481000	35-VI	D	06-07-21	07-09-21	Horace Mann SEED
AMBROSE, Liliana	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Stevenson Elementary
AREVALO, Yahjaira	School Office Manager-Elementary	01.0-74250.0-00000-27000-2430-5480000	43-VI	C	06-15-21	07-16-21	McKinley Elementary
BAUTISTA, Maribel	Healthcare Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11908-2130-5480000	37-VI	D	06-07-21	07-09-21	Stevenson Elementary
BISSELL, Alexandra	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000	35-II	D	06-07-21	07-09-21	Horace Mann SEED
BRYSON, Lisa	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-III	D	06-07-21	07-09-21	Bret Harte Elementary
BULONE, Kevin	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-V	D	06-07-21	07-09-21	Stevenson Elementary
CARANTO, Naticia-Dei	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11100-2130-5480000	33-III	D	06-07-21	07-09-21	Stevenson Elementary
CARRILLO, Lucienne	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-V	D	06-07-21	07-09-21	Miller Elementary
CASTILLO, Jeannette	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Bret Harte Elementary
CHANTA, Bryana	Instructional Assistant-Severe Behavior II	01.0-65000.0-57602-11100-2130-5480000	45-III	D	06-07-21	07-09-21	Stevenson Elementary
COLSON, Mary	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-V	D	06-07-21	07-09-21	Bret Harte Elementary

Election – Summer School (Continued)

DE LA TORRE, Rocio	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Bret Harte Elementary
DESIMONE, Tiffany	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Miller Elementary
DEVALL, Barbara	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Stevenson Elementary
EKLUND, Debra	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-V	D	06-07-21	07-09-21	Miller Elementary
ESAIAN, Preny	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000	35-III	D	06-07-21	07-09-21	Horace Mann SEED
ESPARZA, Lauren	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-I	F	06-07-21	07-09-21	Bret Harte Elementary
FERNANDO, Tina	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-V	D	06-07-21	07-09-21	Miller Elementary
FOY, Susan	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000	35-VI	D	06-07-21	07-09-21	Horace Mann SEED
FRAGOSO, Leticia	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000	35-VI	D	06-07-21	07-09-21	Stevenson Elementary
GARABEDIAN, Silva	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-IV	D	06-07-21	07-09-21	McKinley Elementary
GERONIMO, Edgardo	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Stevenson Elementary
GIBSON, Cindy	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000	35-I	F	06-07-21	07-09-21	Stevenson Elementary
GIBSON, Ryan	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000	35-I	F	06-07-21	07-09-21	Stevenson Elementary
GOMBERG, Greg	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Bret Harte Elementary
GUIDO MARQUEZ, Angie	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Bret Harte Elementary
GUZMAN, Amber	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Miller Elementary

Election – Summer School (Continued)

HOSPIDALES, Staci	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Stevenson Elementary
HUFF, Jacob	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-III	D	06-07-21	07-09-21	McKinley Elementary
JOHNSON, Matthew	Instructional Technology Media Specialist	01.0-74250.0-00000-24200-2230-5480000	38-VI	D	06-07-21	07-09-21	McKinley Elementary
KAJIMOTO, Vilma	Instructional Assistant-Primary Language Support	01.0-74250.0-47601-10000-2130-5480000	31-VI	D	06-07-21	07-09-21	McKinley Elementary
KARIMIAN, Roobina	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11100-2130-5480000	33-VI	D	06-07-21	07-09-21	Stevenson Elementary
KESHISHIAN, Anet	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-I	F	06-07-21	07-09-21	Miller Elementary
KHACHATOURIANS, Klara	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-V	D	06-07-21	07-09-21	McKinley Elementary
KHAJO MAIDA, Souzan	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-V	D	06-07-21	07-09-21	McKinley Elementary
KRUEGER, Joseph	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Miller Elementary
LANE-LARMOUTH, Suzanne	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000	35-I	F	06-07-21	07-09-21	Stevenson Elementary
LARA, Armida	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-VI	D	06-07-21	07-09-21	Bret Harte Elementary
LINDLEY, Amy	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-I	F	06-07-21	07-09-21	Miller Elementary
LOPEZ CORRALES, Elizabeth	Instructional Assistant-Special Education	01.0-65000.0-57601-11100-2130-5480000	32-III	D	06-07-21	07-09-21	Stevenson Elementary
LOPEZ CORRALES, Maria	Instructional Assistant Special Education	01.0-74250.0-11100-10000-2130-5480000	32-I	F	06-07-21	07-09-21	Miller Elementary
MANSOURIAN, Verjineh	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-V	D	06-07-21	07-09-21	Miller Elementary
MARTINEZ SOSA, Rosemary	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Miller Elementary

Election – Summer School (Continued)

MCDONALD, Andrew	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Miller Elementary
MCDONALD, Cheryl	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-I	F	06-07-21	07-09-21	Bret Harte Elementary
MCDONALD, Kailey	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Stevenson Elementary
MCLAUGHLIN, Nora	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-I	F	06-07-21	07-09-21	Miller Elementary
MICHEL, Maribel	Healthcare Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11908-2130-5480000	37-III	D	06-07-21	07-09-21	Stevenson Elementary
MIRABAL, Anna	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-V	D	06-07-21	07-09-21	Bret Harte Elementary
MIRELES, Perla	Instructional Assistant-Severely Impaired	01.0-65000.0-57602-11100-2130-5480000	45-VI	D	06-07-21	07-09-21	Stevenson Elementary
MOHAMED, Yassmin	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Miller Elementary
MORAN, Maria	Instructional Assistant-Severe Behavior II	01.0-65000.0-57602-11100-2130-5480000	45-VI	D	06-07-21	07-09-21	Stevenson Elementary
MORENO, Alexis	Instructional Assistant-Special Education	01.0-74250.0-11100-57602-2130-5480000	32-II	D	06-07-21	07-09-21	Bret Harte Elementary
MURILLO, Erica	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000	27-VI	D	06-01-21	07-12-21	Huerta Middle School
NANEZ ARCIVA, Brenda	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000	32-VI	D	06-01-21	07-12-21	Luther Middle School
NASRALLAH, Nancy	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Bret Harte Elementary
NAVARRO, Carolina	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11905-2130-5480000	45-VI	D	06-07-21	07-09-21	Stevenson Elementary
NAZEM, Sima	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000	27-I	F	06-01-21	07-12-21	Muir Middle School
NERCESSIAN-KATALARIS, Maro	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-I	F	06-07-21	07-09-21	Bret Harte Elementary
NERSISYAN, Nare	Speech Pathologist Assistant	01.0-65000.0-50010-31500-2230-5480000	53-VI	D	06-07-21	07-09-21	Stevenson Elementary

Election – Summer School (Continued)

NEVAREZ, Marie	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-III	D	06-07-21	07-09-21	Miller Elementary
NEVAREZ, Silvia	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-III	D	06-07-21	07-09-21	McKinley Elementary
NOYA, Daniel	Food Service Utility Driver	13.0-53100.0-00000-37000-2230-7498000	33-VI	C	06-11-21	07-09-21	Luther Middle School
OCAMPO, Lorena	Instructional Assistant-English Language Development	01.0-74250.0-11100-10000-2130-5480000	32-V	D	06-07-21	07-09-21	Miller Elementary
OLIVA, Jocelyn	Instructional Assistant-Severe Behavior II	01.0-65000.0-57602-11100-2130-5480000	45-VI	D	06-07-21	07-09-21	Stevenson Elementary
PARRALES, Charlene	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-V	D	06-07-21	07-09-21	Bret Harte Elementary
PEREZ, Maria	Instructional Assistant-Special Education	01.0-65000.0-57600-11100-2130-5480000	35-VI	D	06-07-21	07-09-21	Stevenson Elementary
REYES, Faye	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-V	D	06-07-21	07-09-21	McKinley Elementary
REYHANIAN, Preni	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-I	F	06-07-21	07-09-21	McKinley Elementary
RIGGINS, Jasmine	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11100-2130-5480000	33-V	D	06-07-21	07-09-21	Stevenson Elementary
RIOJAS, Annette	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Miller Elementary
RIOJAS, Regina	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000	35-I	D	06-07-21	07-09-31	Horace Mann SEED
RISNER, Allison	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Bret Harte Elementary
ROBLES, Chelcy	Instructional Assistant-Primary Language Support	01.0-74250.0-47601-10000-2130-5480000	31-IV	D	06-07-21	07-09-21	McKinley Elementary
SABAS-DUARTE, Aura	Food Service Utility Driver	13.0-53100.0-00000-37000-2230-7498000	33-VI	C	06-11-21	08-02-21	Luther Middle School
SANCHEZ, Bonnie	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000	35-VI	D	06-07-21	07-09-21	Horace Mann SEED

Election – Summer School (Continued)

SARGSYAN, Hermine	Elementary School Aide	01.0-74250.0-00000-27000-2930-5480000	27-V	D	06-07-21	07-09-21	Miller Elementary
SERMENO, Estela	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	McKinley Elementary
SHAHBAZIAN, Shakeh	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-III	D	06-07-21	07-09-21	McKinley Elementary
SIEGEL, Leticia	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-III	D	06-07-21	07-09-21	Bret Harte Elementary
SIMMONS, Vivian	Instructional Assistant	01.0-74250.0-11100-10000-2130-5480000	30-I	F	06-07-21	07-09-21	Bret Harte Elementary
SUNER, Claudia	Instructional Assistant-Primary Language Support	01.0-74250.0-47601-10000-2130-5480000	31-III	D	06-07-21	07-09-21	McKinley Elementary
SURICO, Mariah	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-I	D	06-07-21	07-09-21	Stevenson Elementary
TAMIMI, Tammy	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Stevenson Elementary
TEBBE, Julie	School Office Manager-Elementary	01.0-74250.0-00000-27000-2430-5480000	43-VI	C	06-15-21	07-16-21	Miller Elementary
TEUSCHER, Sydney	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-VI	D	06-07-21	07-09-21	McKinley Elementary
TORRES, Connie	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-IV	D	06-07-21	07-09-21	Miller Elementary
TRONCOSO, Janette	School Office Manager-Elementary	01.0-74250.0-00000-27000-2430-5480000	43-VI	C	06-15-21	07-16-21	Bret Harte Elementary
VALENZUELA, Eliana	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000	35-VI	D	06-07-21	07-09-21	Horace Mann SEED
VAZQUEZ, Rita	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000	35-VI	D	06-07-21	07-09-21	Horace Mann SEED
VELASQUEZ, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000	27-VI	D	06-01-21	07-12-21	Huerta Middle School
WAHE, Collin	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-II	D	06-07-21	07-09-21	Stevenson Elementary

Election – Summer School (Continued)

WASSEM, Maryanne	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Stevenson Elementary
WRIGHT, Leticia	Instructional Assistant-English Language Development	01.0-74250.0-47600-10000-2130-5480000	32-V	D	06-07-21	07-09-21	McKinley Elementary
WYNNYK, Kerry	Instructional Assistant-Special Education	01.0-74250.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-09-21	Bret Harte Elementary
YBARRA, Amanda	Elementary School Aide	01.0-74250.0-11100-10009-2930-5480000	27-V	D	06-07-21	07-09-21	McKinley Elementary
YOUNG, Amber	Instructional Assistant-Severely Impaired	01.0-74250.0-57602-11100-2130-5480000	35-I	D	06-07-21	07-09-21	McKinley Elementary

Election – Student Helpers

CRINGEON, Cameron George	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
FONSECA, Joshua Ethan	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
MARTINEZ, Gabriela	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
MORSE, Rocco Patrick	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
PEREZ, Valerie	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
SMITH, Abigail Morgan	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
STEINREICH, Daphne Diamond	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education

Election – Walk on Coach

GREEN, Krystin Amber	Short Term Athletic	01.0-90201.0-15001-42000-2171-4318711	14.00	F	05-01-21	05-21-21	Burbank High School
LEE, Hyekyu Doorie	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	14.00	F	03-01-21	05-31-21	Burroughs High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

BURBANK UNIFIED SCHOOL DISTRICT

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21000036	PLUMBING WHOLESALE OUTLET INC	C/O 1: INCREASE BY $3,000.00; 2020-21 BLANKET ORDER; PLUMBING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$12,000.00
21000057	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: REDUCE BY $615.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$5,385.00
21000103	ACCOMMODATING IDEAS INC	C/O 1: REDUCE ORDER BY $40,000.00; CONSULTANT AGREEMENT; INTERPRETING AND TRANSLATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/4/20	SPECIAL EDUCATION	010	$70,000.00
21000180	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	C/O 3: INCREASE BY $34,000.00; PROFESSIONAL SERVICES AGREEMENT; LEGAL ADVICE IN EDUCATION LAW; BOARD APPROVED 6/4/20	FISCAL SERVICES	010	$112,500.00
21000184	BANC OF AMERICA PUBLIC CAPITAL CORP	C/O 1: INCREASE BY $51,166.32; LOAN AND ESCROW SERVICES FOR THE ENERGY PROGRAM; BOARD APPROVED 3/19/15	FISCAL SERVICES	010	$597,879.55
21000418	FIRST STUDENT, INC	C/O 1: REDUCE BY $200,000.00; 2020-21 BLANKET ORDER PER RFP 1920-025; SPECIAL EDUCATION STUDENT TRANSPORTATION; BOARD APPROVED 6/4/20	SPECIAL EDUCATION	010	$800,000.00
21000438	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $2,845.11; 2020-21 BLANKET ORDER; TECHNOLOGY SUPPLIES; TECHNOLOGY SUPPORT	TECHNOLOGY SERVICES	010	$154.89
21000463	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 2: REDUCE BY $915.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	BRET HARTE CHILDREN´S CENTER	120	$997.00
21000496	DRIFTWOOD DAIRY	C/O 1: CANCEL ORDER; 2020-21 BLANKET ORDER; DAIRY PRODUCTS; CHILD DEVELOPMENT FUNDS	HORACE MANN CHILDREN´S CENTER	120	$900.00
21000566	DEPARTMENT OF GENERAL SERVICE	C/O 2: CANCEL ORDER; PROFESSIONAL SERVICES AGREEMENT; ADMINISTRATIVE LAW JUDGES FOR MANAGING CASES AND CONDUCTING HEARINGS; BOARD APPROVED 6/4/20	PERSONNEL SERVICES	010	$48,000.00
21000633	WEST SHIELD ADOLESCENT SERVICES	C/O 2: INCREASE BY $6,000.00; CONSULTANT AGREEMENT; STUDENT TRANSPORTATION SERVICES; SPECIAL EDUCATION TRANSPORTATION FUNDS; BOARD APPROVED 7/16/20, 11/5/20 AND 6/3/21	SPECIAL EDUCATION	010	$36,000.00
21000669	LANGUAGE RESOURCE OF AMERICA, INC	C/O 2: INCREASE ORDER BY $40,000; CONSULTANT AGREEMENT; INTERPRETATION AND TRANSLATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 7/16/20, 1/21/21 AND 5/6/21	SPECIAL EDUCATION	010	$200,000.00

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21000864	SILVA, JOSEFINA (PEPITA)	C/O 1: INCREASE ORDER BY $90.00; 2020-21 BLANKET ORDER; REIMBURSEMENT TO TEACHER FOR CLASSROOM MATERIAL & SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$190.00
21000884	PERKINS SCHOOL FOR THE BLIND	C/O 1: CANCEL ORDER; CONSULTANT AGREEMENT; PREVOCATIONAL ASSESSMENT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 2/20/20 AND 7/16/20	SPECIAL EDUCATION	010	$587.00
21001128	AMERICAN LOGISTICS COMPANY, LLC	C/O 1: REDUCE ORDER BY $253,146.00; CONSULTANT AGREEMENT; TRANSPORTATION SERVICES; SPECIAL EDUCATION TRANSPORTATION FUNDS; BOARD APPROVED 8/20/20	SPECIAL EDUCATION	010	$46,854.00
21001299	CALIFORNIA FINANCIAL SERVICES	C/O 2: INCREASE BY $9,552.44 - BOARD APPROVED 6/3/21; SOFTWARE LICENSE AGREEMENT; KEYANALYTICS; BOND FUNDS; BOARD APPROVED 6/6/19	FISCAL SERVICES	213	$63,681.44
21001344	CORNEJO'S AUTOMOTIVE	C/O 1: CANCEL ORDER; NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$958.97
21001818	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$104,420.80
21001996	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT; MAA & FILM LA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$11,747.34
21002001	EDUCATION THROUGH MUSIC L.A.	C/O 1: INCREASE ORDER BY $2,179.50; CONSULTANT AGREEMENT; MUSIC INSTRUCTION SERVICES; GIFT FUNDS; BOARD APPROVED 11/5/20	MC KINLEY ELEMENTARY	010	$6,000.00
21002019	SPECIAL EDUCATION PARENTS	C/O 1: CANCEL ORDER; CARRYOVER OF PO 20002156; REIMBURSEMENT TO PARENTS FOR COMPENSATORY EDUCATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/7/19 AND 10/1/20	SPECIAL EDUCATION	010	$3,750.00
21002098	MYBINDING, LLC	C/O 1: REVISE VENDOR NAME; PRINT CENTER SUPPLIES; DISTRICT PRINT SHOP FUNDS	FACILITIES SERVICES	010	$114.44
21002222	AREY JONES EDUCATIONAL SOLUTIONS	C/O 2: CANCEL ORDER; COMPUTER EQUIPMENT; PROP 98 LEARNING LOSS FUNDS	SPECIAL EDUCATION	010	$14,357.86
21002307	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT	BURBANK HIGH SCHOOL	010	$1,305.26
21002308	SPECIAL EDUCATION PARENT	C/O 1: REDUCE ORDER BY $1,129.00; REIMBURSEMENT TO PARENT FOR TUITION FEES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 2/4/21	SPECIAL EDUCATION	010	$2,471.00
21002341	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: UPDATE MODEL NUMBER AND PRICES; COMPUTER EQUIPMENT; K12 STRONG WORKFORCE PROGRAM PATHWAY IMPROVEMENT GRANT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$9,807.98

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21002508	STEVE WEISS MUSIC	C/O 1: REDUCE BY $19.84; MUSICAL EQUIPMENT & MUSICAL EQUIPMENT REPAIRS	BURBANK HIGH SCHOOL	010	$1,374.73
21002522	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: REDUCE BY $34.87; OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$214.66
21002527	COSCO FIRE PROTECTION INC	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$495.00
21002632	AMS - ACCOUSTICAL MATERIAL SERVICES	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$166.37
21002633	GRIMALDO INC DBA GREG'S TUNE-UP	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$780.01
21002677	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT; GEER FUNDS	SUPERINTENDENT ´S OFFICE	010	$1,305.26
21002748	MUNOZ, CYNTHIA ESTHER	C/O 1: CANCEL ORDER; CONSULTANT AGREEMENT; PSYCHOLOGICAL EVALUATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 3/18/21	SPECIAL EDUCATION	010	$5,500.00
21002784	DICK BLICK CO	C/O 1: CANCEL BACKORDER; ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$1,410.76
21002877	KR NIDA CORPORATION	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$448.45
21002878	4A CRANE SERVICE CO.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$180.00
21002879	STOVER SEED COMPANY	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$1,631.70
21002880	CORNEJO'S AUTOMOTIVE	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$1,535.21
21002881	CARREON NURSERY	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$187.35
21002927	AMAZON CAPITAL SERVICES	C/O 2: REDUCE BY $65.17; CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,584.26
21002933	DIGITAL SCEPTER CORPORATION	C/O 1: REVISE ACCOUNT STRINGS; RFP 2021-005 E-RATE TECHNOLOGY NETWORK FIREWALL; BOND FUNDS; BOARD APPROVED 3/4/21	TECHNOLOGY SERVICES	213	$248,593.99
21002942	UME FEDERAL CREDIT UNION	C/O 1: REDUCE BY $79.82; CLASSROOM SUPPLIES; K12 STRONG WORKFORCE PROGRAM PATHWAY IMPROVEMENT GRANT	BURBANK HIGH SCHOOL	010	$49.00
21003001	UNITED SITE SERVICES	C/O 1: INCREASE BY $1,149.87; RENTAL OF PORTABLE RESTROOMS AND HAND WASHING STATIONS FOR DISNEY ES TWO-STORY MODULAR BUILDING PROJECT; BOND FUNDS; BOARD APPROVED 4/15/21	FACILITIES SERVICES	213	$4,993.52
21003008	DOLPHIN RENTS, INC.	C/O 1: INCREASE ORDER BY $105.79; CHAIR RENTAL; FILM LA FUNDS	WASHINGTON ELEMENTARY	010	$460.50
21003046	ALLEN BOLT INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$136.71
21003211	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: CANCEL ORDER; COMPUTER EQUIPMENT	BURBANK HIGH SCHOOL	010	$1,305.26

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21003239	HARDWOODS SPECIALTY PRODUCTS US LP	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$612.82
21003245	GOVCONNECTION, INC.	C/O 1: REVISE SPECIFICATIONS: AUDIO VISUAL EQUIPMENT; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$704.68
21003284	EVERYTHING MEDICAL, LLC	C/O 1: CHANGE SHIPPING ADDRESS; HEALTH SUPPLIES	MILLER ELEMENTARY	010	$101.55
21003285	EVERYTHING MEDICAL, LLC	C/O 1: CHANGE SHIPPING ADDRESS; HEALTH SUPPLIES	MILLER ELEMENTARY	010	$150.72
21003346	UNITED SITE SERVICES	HAND WASHING STATION RENTAL AND SERVICE; IN-PERSON INSTRUCTION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$2,580.88
21003347	UNITED SITE SERVICES	HAND WASHING STATION RENTAL AND SERVICE; IN-PERSON INSTRUCTION FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$2,580.88
21003372	GARVEY EQUIPMENT COMPANY	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$323.68
21003373	LINCOLN AQUATICS	POOL MAINTENANCE SUPPLIES	FACILITIES SERVICES	010	$930.77
21003388	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; SUMMER SCHOOL; ELO GRANT	BRET HARTE ELEMENTARY	010	$2,710.73
21003389	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; SUMMER SCHOOL; ELO GRANT	MILLER ELEMENTARY	010	$2,644.43
21003390	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: CANCEL BACKORER; CLASSROOM SUPPLIES; SUMMER SCHOOL; ELO GRANT	MC KINLEY ELEMENTARY	010	$2,073.35
21003395	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; DUAL IMMERSION SUMMER SCHOOL; ELO GRANT	MC KINLEY ELEMENTARY	010	$961.77
21003397	DeSOTO SALES, INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$66.50
21003398	KING'S CUSTOM SHEET METAL	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$330.75
21003421	AMAZON CAPITAL SERVICES	WORKBOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$70.85
21003422	TROPHY KING & GIFTS	STUDENT AWARDS; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	$495.57
21003423	ZOOM VIDEO COMMUNICATIONS INC	SOFTWARE LICENSE	DOLORES HUERTA MIDDLE SCHOOL	010	$149.80
21003424	TEXTBOOK WAREHOUSE INC	BOOKS AND ADOPTED TEXTBOOKS; CONTINUATION EDUCATION-MONTEREY FUNDS	MONTEREY HIGH SCHOOL	010	$3,706.11
21003425	GRAINGER INC	C/O 1: CANCEL ORDER; HVAC SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$534.13
21003426	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$3,097.50
21003427	EVERYTHING MEDICAL, LLC	HEALTH SUPPLIES; SUMMER SCHOOL; SPECIAL EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$129.52
21003428	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$82.65

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21003429	AMAZON CAPITAL SERVICES	BOOKS; ARTS FOR ALL FUNDS	MILLER ELEMENTARY	010	$444.92
21003430	BAKER, RYAN	REIMBURSEMENT TO CHILD CARE TEACHER FOR CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$100.00
21003431	AMAZON CAPITAL SERVICES	PROMOTION SUPPLIES	BRET HARTE ELEMENTARY	010	$11.01
21003432	WHAT A PARTY	DJ SERVICES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$400.00
21003433	AMAZON CAPITAL SERVICES	PROMOTION SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$92.53
21003434	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; VIRTUAL DANCE INSTRUCTION SERVICES; GIFT FUNDS; BOARD APPROVED 5/6/21	BRET HARTE ELEMENTARY	010	$2,000.00
21003435	ETTERBEEK, BRENDA	CONSULTANT AGREEMENT; VIRTUAL RECORDER LESSONS; GIFT FUNDS; BOARD APPROVED 3/18/21	EDISON ELEMENTARY	010	$1,080.00
21003436	MCNULTY, MEGAN	CONSULTANT AGREEMENT; VIRTUAL DANCE INSTRUCTION SERVICES; GIFT FUNDS; BOARD APPROVED 2/18/21	EDISON ELEMENTARY	010	$2,500.00
21003437	SOUTHWEST SCHOOL & OFFICE SUPPLY	OFFICE EQUIPMENT	EMERSON ELEMENTARY	010	$614.94
21003438	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES;	CHILD DEVELOPMENT SERVICES	120	$626.58
21003439	MIGUEL, JENNIFER	REIMBURSEMENT TO PARENT FOR STUDENT AWARDS; GIFT FUNDS	STEVENSON ELEMENTARY	010	$111.14
21003440	AMAZON CAPITAL SERVICES	PROMOTION SUPPLIES	MUIR MIDDLE SCHOOL	010	$59.51
21003441	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SUMMER SCHOOL; SPECIAL EDUCATION FUNDS	MAGNOLIA PARK	010	$311.96
21003442	MYSTERY SCIENCE INC	SOFTWARE LICENSE; BOARD APPROVED 6/18/20	PROVIDENCIA ELEMENTARY	010	$799.00
21003443	POZOS, ADRIANA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$19.97
21003444	IZA DESIGN INC.	CUSTOM SHIRTS; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,905.12
21003445	ACADEMIC INNOVATIONS LLC	WORKBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3,083.91
21003446	MUSIC TIME, INC.	INSTRUCTIONAL MATERIALS	DOLORES HUERTA MIDDLE SCHOOL	010	$472.52
21003447	SMARDAN SUPPLY BURBANK	BOTTLE FILLING STATIONS; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$6,729.74
21003448	TINY TALK SPEECH THERAPY	CONSULTANT AGREEMENT; SPEECH AND LANGUAGE SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/6/21	SPECIAL EDUCATION	010	$1,200.00
21003449	RYDIN	STUDENT PARKING PERMITS	JOHN BURROUGHS HIGH SCHOOL	010	$254.63
21003450	FILE KEEPERS, LLC	DOCUMENT SHREDDING SERVICE; CHILD DEVELOPMENT FUNDS	HORACE MANN CHILDREN´S CENTER	120	$18.75

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21003451	AMAZON CAPITAL SERVICES	CLASSROOM EQUIPMENT; SPECIAL EDUCATION FUNDS	BURBANK ADULT SCHOOL	010	$104.73
21003452	INDUSTRIAL PLUMBING SUPPLY	BOTTLE FILLING STATIONS; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$3,164.18
21003453	SOUTH COAST AQMD	AIR QUALITY MANAGEMENT FEE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$137.63
21003454	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	COMMUNITY DAY SCHOOL	010	$134.52
21003455	REALLY GOOD STUFF LLC	WORKBOOKS	STEVENSON ELEMENTARY	010	$163.72
21003456	DIDONATO, CASEY	REIMBURSEMENT TO CAMPUS SUPERVISOR FOR PROMOTION SUPPLIES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$27.50
21003457	COLBY, JACI	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$79.34
21003458	LINE 204, LLC	FURNITURE, STAGE AND SOUND SYSTEM RENTAL FOR JBHS GRADUATION; ESSER II FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$34,571.70
21003459	TOTAL CORPORATE SECURITY LLC	SECURITY SERVICES FOR BHS GRADUATION; ESSER II FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$7,580.00
21003460	SHOOB PHOTOGRAPHY	CUSTOM TEACHER APPRECIATION BANNERS; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$345.08
21003461	CELAYA, CATHERINE	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR PROMOTION SUPPLIES; FILM LA FUNDS	MUIR MIDDLE SCHOOL	010	$983.58
21003462	RAPTOR TECHNOLOGIES LLC	VISITOR MANAGEMENT SYSTEM ANNUAL ACCESS FEE; BOARD APPROVED 6/18/20	TECHNOLOGY SERVICES	010	$10,170.09
21003463	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE FURNITURE	TECHNOLOGY SERVICES	010	$2,221.47
21003464	PARRILL, AIMEE	REIMBURSEMENT TO PARENT FOR STUDENT PRIZES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$217.03
21003465	SMARDAN SUPPLY BURBANK	BACKFLOW PREVENTION DEVICE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,902.00
21003466	DIFONZO, NAKOTA	VIDEOGRAPHY TRAINING SERVICES	BUSINESS OFFICE	010	$300.00
21003467	PETROSYAN, KARAPET	REIMBURSEMENT TO PARENT FOR CHROMEBOOK REPAIRS	WASHINGTON ELEMENTARY	010	$182.60
21003468	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$99.17
21003469	ACADEMIC ENTERTAINMENT, INC.	CONSULTANT AGREEMENT; VIRTUAL SCIENCE EXPERIMENT SERVICES; GIFT FUNDS; BOARD APPROVED 5/6/21	PROVIDENCIA ELEMENTARY	010	$906.50
21003470	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	WASHINGTON CHILDREN´S CENTER	120	$1,371.28
21003471	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$15,668.04
21003472	BEST BUY GOV LLC	AUDIO VISUAL EQUIPMENT	BURBANK HIGH SCHOOL	010	$850.78

BOARD DETAIL REPORT

Printed between 05/18/2021 & 06/14/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21003473	TELLEZ, MARTIN S	CONSULTANT AGREEMENT; ELEMENTARY SUMMER ACADEMY PROGRAM SERVICES; ELO GRANT; BOARD APROVED 5/20/21	VARIOUS SITES	010	$1,500.00
21003474	TOTAL CORPORATE SECURITY LLC	SECURITY SERVICES; ESSER II FUNDS	BURBANK HIGH SCHOOL	010	$750.00
21003475	LAKESHORE CURRICULUM MATERIAL	CLASSROOM EQUIPMENT AND FURNITURE; CHILD DEVELOPMENT FUNDS	Monterey Children´s Center	120	$1,693.42
21003476	SUNRISE TO SUNSET FOOD SERVICE INC	FACULTY MEETING SUPPLIES; GIFT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$394.65
21003477	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; ELO FUNDS	MILLER ELEMENTARY	010	$202.86
21003478	MIELIWOCKI, REBECCA	REIMBURSEMENT TO TEACHER FOR BOOKS	INSTRUCTIONAL SERVICES	010	$229.61
21003479	KAPLAN SCHOOL SUPPLY CORP KAPLAN EARLY LEARNING	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$720.34
21003480	GILL, DANIELLE	CLAIM FOR DAMAGE TO PERSONAL VEHICLE	BUSINESS OFFICE	010	$480.00
21003481	BURBANK PRINTING	OFFICE SUPPLIES	FISCAL SERVICES	010	$1,702.26
21003482	BARDWELL'S FLORIST, INC	FLOWERS FOR GRADUATION AND AWARDS CEREMONIES; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$2,298.71
21003483	SHOOB PHOTO SOUTH LLC	YEARBOOKS; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$1,653.62
21003484	BILL FERRELL CO.	GRADUATION SUPPLIES RENTAL; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$1,830.42
21003485	TINEO, DEIDRA	REIMBURSEMENT TO TEACHER FOR PARENT GIFTS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$65.65
21003486	YOUNG, RYAN	CLAIM FOR DAMAGE TO PERSONAL PROPERTY	BUSINESS OFFICE	010	$455.00
21003487	KAPLAN SCHOOL SUPPLY CORP KAPLAN EARLY LEARNING	CLASSROOM SUPPLIES; CD-CALIF STATE GENERAL CC PROGRAM FUNDS	WASHINGTON CHILDREN´S CENTER	120	$988.93
21003488	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	BRET HARTE CHILDREN´S CENTER	120	$596.41
21003489	FLORES, JENNIFER	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; ARTS FOR ALL AND GIFT FUNDS	EDISON ELEMENTARY	010	$500.12
21003490	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	ROOSEVELT ELEMENTARY	120	$130.15
21003491	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	EDISON ELEMENTARY	120	$298.20
21003492	GUTH, MARK	REFUND TO PARENT FOR CLASSROOM SUPPLIES	BUSINESS OFFICE	010	$100.00
21003493	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	EDISON ELEMENTARY	120	$662.98
21003494	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$978.75
21003495	TRANSIT SYSTEMS UNLIMITED, INC	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$1,087.50
21003496	AMAZON CAPITAL SERVICES	HEALTH SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$121.97

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21003497	D'ANDREA, CHRISTINA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$19.16
21003498	DIDONATO, CASEY	REIMBURSEMENT TO CAMPUS SUPERVISOR FOR GRADUATION SUPPLIES	MUIR MIDDLE SCHOOL	010	$42.04
21003499	SMITH, KRISTIE	REIMBURSEMENT TO ATTENDANCE CLERK FOR OFFICE SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$22.99
21003500	CELAYA, CATHERINE	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR GRADUATION SUPPLIES; FILM LA FUNDS	MUIR MIDDLE SCHOOL	010	$347.77
21003501	LACOE	VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 5/20/21	EDISON ELEMENTARY	010	$700.00
21003502	NEWS PUBLISHERS PRESS	NEWSPAPER PRINTING SERVICE	BURBANK HIGH SCHOOL	010	$482.00
21003503	FOX, DANIELLE	REIMBURSEMENT TO TEACHER FOR GRADUATION SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$149.00
21003504	HAYUTIN AND ASSOCIATES, INC.	CONSULTANT AGREEMENT; EDUCATIONAL THERAPY SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/20/21	SPECIAL EDUCATION	010	$3,500.00
21003505	INDUSTRIAL PLUMBING SUPPLY	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$910.48
21003506	MUSCO CORPORATION	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$450.00
21003507	STAR FORD	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$745.35
21003508	TURF STAR, INC.	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$26.79
21003512	DICK BLICK CO	ART SUPPLIES	BURBANK HIGH SCHOOL	010	$750.96
21003514	NATIONAL SEATING & MOBILITY, INC.	CLASSROOM SUPPLY; SPECIAL EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$92.61
21003515	THE MUSIC CENTER	CONSULTANT AGREEMENT; SCHOOL ASSEMBLY SERVICES; ELO GRANT; BOARD APPROVED 6/3/21	INSTRUCTIONAL SERVICES	010	$7,950.00
21003516	FACING HISTORY AND OURSELVES INC.	CONSULTANT AGREEMENT; PROFESSIONAL DEVELOPMENT SERVICES; ELO GRANT; BOARD APPROVED 6/3/21	DISTRICT OFFICE	010	$25,000.00
21003517	FILE KEEPERS, LLC	DOCUMENT SHREDDING SERVICE	LUTHER BURBANK MIDDLE SCHOOL	010	$37.50
21003518	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; SUMMER SCHOOL; ELO GRANT	BRET HARTE ELEMENTARY	010	$18.43
21003519	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; SUMMER SCHOOL; ELO GRANT	MILLER ELEMENTARY	010	$18.43
21003520	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; SUMMER SCHOOL; ELO GRANT	MC KINLEY ELEMENTARY	010	$13.83
21003521	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; DUAL IMMERSION SUMMER SCHOOL; ELO GRANT	MC KINLEY ELEMENTARY	010	$9.22
21003522	RILEY DESIGNS	GRADUATION SUPPLIES; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$653.81
21003523	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	PURCHASING SERVICES	010	$97.26

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21003524	VARGAS, PHILLIP B	LIVE STREAMING SERVICES; ESSER II FUNDS	MUIR MIDDLE SCHOOL	010	$1,000.00
21003525	AMS.NET INC	SOFTWARE LICENSE MAINTENANCE AND SUPPORT; SURVEILLANCE SYSTEMS; BOARD APPROVED 6/18/20	TECHNOLOGY SERVICES	010	$1,332.66
21003526	BLINDER, ERIC	REIMBURSEMENT TO TEACHER FOR MEETING SUPPLIES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$418.73
21003527	AMAZON CAPITAL SERVICES	PHYSICAL EDUCATION EQUIPMENT; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$159.29
21003528	ETICKS, LLC DBA S34T	DIGITAL TICKETING; ESSER II FUNDS	FISCAL SERVICES	010	$4,679.35
21003529	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FEE FOR ADMIN, WASHINGTON ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$450.00
21003530	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; DUAL IMMERSION SUMMER SCHOOL; ELO GRANT	MC KINLEY ELEMENTARY	010	$416.82
21003531	CELAYA, CATHERINE	SOFTWARE LICENSE; ESSER II FUNDS	MUIR MIDDLE SCHOOL	010	$99.90
21003532	COMMITTEE FOR CHILDREN	SOFTWARE LICENSE; IN PERSON INSTRUCTION FUNDS	MUIR MIDDLE SCHOOL	010	$9,076.50
21003533	CURTIS, SUSAN T.	CONSULTANT AGREEMENT; SPECIAL EDUCATION MANAGEMENT SUPPORT SERVICES; GEER FUNDS; BOARD APPROVED 5/20/21	SPECIAL EDUCATION	010	$3,000.00
21003534	FILE KEEPERS, LLC	DOCUMENT SHREDDING SERVICE	JEFFERSON ELEMENTARY	010	$18.75
21003535	STAPLES BUSINESS ADVANTAGE	OFFICE FURNITURE; PIPS FUNDS	PERSONNEL SERVICES	010	$449.81
21003536	HACOPIAN, ZARIK	CONSULTANT AGREEMENT; PSYCHOLOGICAL CONSULTATION SERVICES; GEER FUNDS; BOARD APPROVED 5/20/21	SPECIAL EDUCATION	010	$15,000.00
21003537	TANIGAWA, MAILE	REIMBURSEMENT TO ASES STAFF MEMBER FOR END OF YEAR PARTY; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$56.04
21003538	HARUTYUNYAN, DAVID CHRIS	LIVESTREAMING SERVICES; ESSER II FUNDS	FISCAL SERVICES	010	$1,075.00
21003539	WINN, AMY	REIMBURSEMENT TO TEACHER FOR GRADUATION SUPPLIES; ESSER II FUNDS	BURBANK HIGH SCHOOL	010	$77.55
21003540	LACOE	VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 5/20/21	WASHINGTON ELEMENTARY	010	$700.00
21003541	BIDDLE CONSULTING GROUP INC	SOFTWARE SUBSCRIPTION; ONLINE TESTING; BOARD APPROVED 6/17/21	PERSONNEL SERVICES	010	$3,059.21
21003542	CORNERSTONE PHOTOGRAPHY	GRADUATION PANORAMIC PHOTO	MC KINLEY ELEMENTARY	010	$522.59
21003543	LARGE, PH.D., MARY E.	CONSULTANT AGREEMENT; PSYCHOLOGICAL EVALUATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/6/21	SPECIAL EDUCATION	010	$5,500.00

BOARD DETAIL REPORT

Printed between 05/18/2021 & 06/14/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21003544	PALLARES, ANTONIA	REIMBURSEMENT TO CHILD DEVELOPMENT SUPERVISOR FOR GRADUATION AND SUMMER PROGRAM SUPPLIES; CD-CALIF STATE GENERAL CC PROGRAM FUNDS	WASHINGTON CHILDREN´S CENTER	120	$182.90
21003545	AMAZON CAPITAL SERVICES	CLASSROOM FURNITURE; ASES FUNDS	DISNEY ELEMENTARY	010	$43.00
21003546	COSTELLA, LIZ	REIMBURSEMENT TO PRINCIPAL FOR GRADUATION SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$51.75
21003548	NOBILE, ALISHA	CONSULTANT AGREEMENT; MURAL CREATION SERVICES; ARTS FOR ALL FUNDS; BOARD APPROVED 5/20/21	DOLORES HUERTA MIDDLE SCHOOL	010	$3,000.00
21003549	KAEKUL, MIKAELA	REIMBURSEMENT TO ASES STAFF MEMBER FOR END OF YEAR PARTY SUPPLIES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$118.07
21003550	OSMOND, MATTHEW	REIMBURSEMENT TO PRINCIPAL FOR TECHNOLOGY SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$85.51
21003551	HWANG, MOLLY	REIMBURSEMENT TO PRINCIPAL FOR GRADUATION SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$520.00
21003552	ZELAYA, RAUL	REIMBURSEMENT TO CUSTODIAN FOR OFFICE SUPPLIES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$120.00
21003553	INKED IN	CUSTOM T-SHIRTS; GIFT FUNDS	MILLER ELEMENTARY	010	$1,008.00
21003554	SPECIAL EDUCATION PARENT	CARRYOVER OF PO 20002653; REIMBURSEMENT TO PARENT FOR TRAVEL EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 1/16/20	SPECIAL EDUCATION	010	$3,000.00

PO Count: **189** **Total:** **$2,669,172.69**

Printed between 05/18/2021 & 06/14/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	171	$2,342,426.80
120	Child Development Fund	15	$9,476.94
213	Building Fund - 3rd Issuance	3	$317,268.95
		Total:	**$2,669,172.69**

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 05/18/2021 & 06/14/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000001	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	MC KINLEY ELEMENTARY	010	$3,000.00
22000002	MYSTERY SCIENCE INC	INSTRUCTIONAL MATERIALS; TITLE 1 FUNDS	DISNEY ELEMENTARY	010	$6,172.16
22000003	MYSTERY SCIENCE INC	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/17/21	DISNEY ELEMENTARY	010	$1,249.00
22000004	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$2,500.00
22000005	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$5,000.00
22000006	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE SUPPLIES	INSTRUCTIONAL SERVICES	010	$3,000.00
22000007	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	STEVENSON ELEMENTARY	010	$6,000.00
22000008	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	STEVENSON ELEMENTARY	010	$6,500.00
22000009	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$5,000.00
22000010	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$2,500.00
22000011	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	MC KINLEY ELEMENTARY	010	$5,000.00
22000012	MYSTERY SCIENCE INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$5,572.01
22000013	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ESSER II FUNDS	BURBANK HIGH SCHOOL	010	$1,366.50
22000014	MYSTERY SCIENCE INC	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/17/21	WASHINGTON ELEMENTARY	010	$1,249.00
22000015	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$285.36
22000016	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ESSER II FUNDS	SPECIAL EDUCATION	010	$109,319.67
22000017	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ESSER II FUNDS	BURBANK HIGH SCHOOL	010	$1,305.26
22000018	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ESSER II FUNDS	SPECIAL EDUCATION	010	$14,357.86
22000019	VIRCO MFG CO.	CLASSROOM FURNITURE; BOND FUNDS	PROVIDENCIA ELEMENTARY	250	$2,155.13
22000020	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; FILM LA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$12,298.46

PO Count: **20** **Total:** **$193,830.41**

Printed between 05/18/2021 & 06/14/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	19	$191,675.28
250	Capital Facilities Fund	1	$2,155.13
		Total:	**$193,830.41**

7/15/2021

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	
6923923	6923957		26376246	26376248	
6925974	6926006		26377753	26377777	
6927457	6927612		602876	602876	
6929938	6929940		26379173	26379191	
6932162	6932231		603109	603109	
6936550	6936576		26380505	26380528	
6943008	6943036		603321	603327	
3180926	3181195		26382192	26382214	
3197216	3197892		26384289	26384309	
3213692	3213696		604011	604011	
3221525	3221574		26387617	26387628	
			26389749	26389796	
			604972	604973	
			605282	605282	
			26393325	26393375	
			26382212	26395797	
			26397696	26397727	

6/4/21 - 6/16/21	**$ 3,649,675.23**	**6/2/21 - 6/17/21**	**$ 4,170,449.87**

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	July 15, 2021
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: July 15, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
Washington Elementary School	Education Through Music Los Angeles (ETMLA)	ETMLA will provide weekly general music instruction to TK-3rd grade. BUSD and ETMLA are partnering to extend BUSD's current general music program to provide weekly music instruction to all Washington students in grades TK-5. ETMLA's credentialed music specialist will work with the District Arts Coordinator and Elementary Music Specialists to align the Washington music program with current BUSD music curriculum. All TK-5 students will have biweekly music.	9/8/2021 – 5/21/2022	$11,087.60	01.0-90201.0-11100-10000-5810-2168400
Roosevelt Elementary School	Emily Phillips	Ms. Phillips will provide yoga and mindfulness instruction for TK-5th grade students for the 2021-2022 school year.	8/16/21 – 5/27/2022	$7,000.00	01.0-74250.0-11100-10000-5810-7429000
Stevenson Elementary School	Enrich LA	Through the Enrich LA program, students learn about gardening, healthy eating, and environmental stewardship. Enrich LA will provide online Garden Ranger Program and maintenance of the garden.	8/17/2021 – 8/15/2022	$4,300.00	01.0-90201.0-11100-10000-5810-2158200
All Elementary Schools	Brain Power Wellness (David Beal)	Brain Power Wellness will provide teacher professional development and oversee the implementation of the 4.5 hour Brain Power Wellness teacher course PD (live on-line for all elementary schools).	7/16/2021 – 6/30/2022	$20,506.00	01.0-74250.0-11100-10000-5810-7429000
All Elementary Schools	Brain Power Wellness (David Beal)	4.5 hour interactive Brain Power teacher workshop for eleven elementary schools. Classroom teachers will receive (3) 20-minute visits to model activities to their students.	7/16/2021 – 6/30/2022	$116,204.00	01.0-74250.0-11100-10000-5810-7429000

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 1st of June, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Education Through Music LA hereinafter referred to as "Consultant."

Payee's Name Education Through Music Los Angeles, Inc. (ETM-LA) Daytime Phone Number (818) 433-7600

Email Address gshields@etmla.org

Mailing Address 2501 W. Burbank Boulevard, Burbank CA 91505

Sponsoring Administrator Brandi Young, Principal

Board Approval Date June 17, 2021

Account String 01.0-90201.0-11100-10000-58|0-2168400

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 $ 0 per hour☐/ per day ☐/ per session■ for a total not to exceed $11,087.60 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 9/8/2021 and terminating on 5/21/2022.
3. Payment Terms: 2 payments; one in Dec. 2021 and final in May 2022
4. Consultant will provide the following services:

   ETM-LA will provide a year-long biweekly music instruction to all TK-3rd grade students.
   ETM-LA will provide professional development to all TK-5th grade teachers.

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/ Education Through Music LA	6/1/2021 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

education through MUSIC los angeles

Scope of Services - Washington Elementary

Date of Contract:	May 19, 2021
Services Description:	Music Instruction for Washington Elementary (TK-3rd Grade Gen. Music [each class seen once every two weeks])
Service Dates:	Week of September 8, 2020 through May 21, 2021 (32 weeks span)
Instruction Fees Scale:	ETK/TK-2nd: Gen. music (30 minutes/class); Rate=$60/Class 3rd-8th: Gen. music (45 minutes/class); Rate=$75/Class Ensemble Rehearsals & Pullouts (Choir, Band, Orchestra) (60 minutes/class); Rate=$75/Class

EXPENSE

Music Instruction for Grades TK-3rd Grade Gen. Music [each class seen once every two weeks], 14 classes

2 TK classes @ $60/class with 16 service weeks/year	$1,920
3 K classes @ $60/class with 16 service weeks/year	$2,880
3 1st Grade classes @ $60/class with 16 service weeks/year	$2,880
3 2nd Grade classes @ $60/class with 16 service weeks/year	$2,880
3 3rd Grade classes @ $75/class with 16 service weeks/year	$3,600
Total Music Instruction/Year	**$14,160**

Oversight/Management/Curriculum

Weekly Staff MTG (ETM-LA staff do not attend)	
Strategic Planning & Oversight	
Monthly Site Visits	
Use of Curriculum Materials	
Principal and Parent Group Guidance (5 hrs)	
Total Oversight/Management/Curriculum	**$6,760**
TOTAL EXPENSE	**$20,920**

INCOME

Washington Elementary	**$11,087.60**
Education Through Music-Los Angeles	$9,832.40
TOTAL INCOME	**$20,920.00**

** 20% curriculum use discount applied when contracting with 1-4 BUSD schools.*

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 8th of June, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Emily Phillips hereinafter referred to as "Consultant."

Payee's Name Emily Phillips Daytime Phone Number 317-507-8994

Email Address emphilli@gmail.com

Mailing Address 4402 Los Feliz Blvd., #107; Los Angeles, CA 90027

Sponsoring Administrator Matthew Osmond

Board Approval Date

Account String 01.0-74250.0-11100-10000-5810-7429000

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 $ 60.00 per hour■/ per day ☐/ per session☐ for a total not to exceed $ 7000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on August 16, 2021 and terminating on May 26, 2022 .
3. Payment Terms: Last day of the month for services provided in said month
4. Consultant will provide the following services:

   Yoga and mindfulness instruction for our TK - 5th students

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.

6-10-21		Emily Phillips June 9, 2021		
BUSD Authorized Signature/Title	Date	Consultant	Emily Phillips	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

Emily Phillips

Joyful, confident, and calm individual seeks position as your Vinyasa Yoga Instructor. Utilizes extensive knowledge of modifications, breathing, and body alignment to provide positive yoga experiences for all ages. Ability to tailor classes to meet the needs of individuals, groups; small and large.

CAREER TRACK & PERFORMANCE

PRIVATE YOGA — AUGUST 2016 - PRESENT
VINYASA YOGA CLASSES - ALL LEVELS

- Teach live yoga on Zoom for kids and adults
- Teach live yoga on Zoom to corporations & businesses
- Travel to clients' homes or desired location
- Customized sequences designed for each individual student
- Monitor students for proper performance of sequences
- Incorporates mindfulness

AFTER SCHOOL YOGA ENRICHMENT — FALL 2019-SPRING 2020
YOGA INSTRUCTOR

- Citizens of the World Silverlake grades 3-5
- Our Mother of Good Counsel yoga program
- College View School yoga with Special Education Students
- Traveled to Learning PODS sharing yoga with students

BROAD RIPPLE FARMERS MARKET - GOAT YOGA — SUMMER 2018 - SUMMER 2019
TRADER'S POINT CREAMERY - GOAT YOGA, PUPPY YOGA — AUGUST 2018 - MAY 2019
YOGA INSTRUCTOR

- Instructed classes ranging from 30-200 students
- Profits from these classes supported the Patachou Foundation, a local non-profit whose mission is to break the cycle of hunger in our community

MSD WARREN TOWNSHIP - LOWELL ELEMENTARY — AUGUST 2005 - MAY 2019
3RD GRADE TEACHER

- Responsible for instruction of Indiana Academic Standards
- Managed learning and behavior plans for students with Special Needs
- Integrated daily yoga practices in the classroom to help with stress, anxiety, and brain breaks
- Mindfulness and breathing exercises morning and afternoon to prepare mind and body for learning
- Provided weekly yoga classes to Lowell teachers and staff

KOMPOSE YOGA STUDIO
YOGA INSTRUCTOR — FEBRUARY 2017 - APRIL 2018

- Instructed weekly adult classes Saturdays at 11:00am
- Yoga for Kids - a biweekly class for children ages 5 and up; taught mind-body awareness and using the breath as a tool for centering

LEARNING CREDENTIALS & CERTIFICATIONS

MINDFULNESS FOR EDUCATORS TRAINING THROUGH MINDFUL SCHOOLS JUNE 2019-JUNE 2020
200 HOUR YOGA TEACHER TRAINING, AUGUST 2016
MASTERS OF ARTS IN EDUCATION - INDIANA WESLEYAN, DECEMBER 2011
BACHELOR OF SCIENCE- INDIANA UNIVERSITY, MAY 2005

PROFESSIONAL DEVELOPMENT FOR TEACHERS

Mindfulness in the Classroom presentation - Teachers attended a workshop where strategies for movement, breathing, and calming strategies were shared. Resources, discussion and practices were given to teachers to take back to their classrooms.

☎ 317.507.8994 ✉ emphilli@gmail.com

I grew up in the Midwest teaching elementary school for 13 years. In 2016, I received my yoga teaching license and started sharing the gift of yoga. I incorporated yoga and mindfulness not just in my daily life but also in the classroom. I moved to Los Angeles in 2019 to follow my dreams and passions, and I now teach child and adult yoga classes privately and on Zoom. I have created 'after school' yoga enrichment programs for students and staff. You can find me teaching community yoga classes in Los Angeles at Griffith Park or on local beaches. I have a YouTube Channel and I teach on Zoom. I'm fortunate to have yoga clients worldwide and corporate business clients, using me to enhance their employees work environment during this Pandemic. I devote myself to strengthening others. Yoga has changed my life in positive ways, and I must share!

invoke
yoga . pilates

200-hour Yoga Teacher Training
Certificate of Completion

This Certificate certifies that

Emily Phillips

has successfully met or exceeded the requirements for the 200-hour Invoke Studio Yoga Teacher Training Course, March 2016 – August 2016. This program consists of 24 evenings and 6 weekends of classroom work including special workshops in Anatomy, Ethics, Pranayama, Meditation & Philosophy. She has demonstrated an understanding of the material covered in the course containing techniques of teaching yoga asana and the ability to communicate in a clear and effective manner. She has successfully completed all assignments as well as assisting senior instructors at Invoke Studio, offering adjustments to students in the context of a group yoga class.

RYS 200
Registered Yoga School

Ahna Hoke 8/28/16

Ahna Hoke
Director of Teacher Training
Date

8/28/16

Amy Peddycord
Owner, Invoke Studio
Date

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 16th of June, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Enrich LA hereinafter referred to as "Consultant."

Payee's Name Enrich LA Daytime Phone Number 323-813-1768

Email Address team@enrichla.org

Mailing Address 2173 Cedarhurst Drive Los Angeles, CA 90027

Sponsoring Administrator Jill Johnson

Board Approval Date July 15, 2021

Account String 010-90201-0-11100-10000-5810-215-8200

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

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 4300.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 8/17/21 and terminating on 8/15/2022.
3. Payment Terms: At the end of the 2021-22 school year
4. Consultant will provide the following services:

   Provide the online Enrich LA Garden Ranger Program and maintence of the garden.

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.

_____		_____		6/16/21
BUSD Authorized Signature/Title	Date	Consultant	Enrich LA	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

ABOUT ENRICHLA

Building School Gardens Since 2011

Enrich LA Executive Director and co-founder Tomas O'Grady built his first garden at Thomas Starr King Middle School in 2011 with an accompanying educational garden program and quickly discovered how it benefited the lives of students, staff and the surrounding community. The need for garden education throughout the greater Los Angeles area and the success at King Middle School led EnrichLA to be founded with the motto: "A Garden in Every School." In the past seven years, EnrichLA has built over 125 gardens at schools across LA. Each garden has transformed its community through increased student involvement and improved aesthetics, improving morale and promoting healthy living.

With over 130 gardens built and a weekly educational Garden Ranger Program at 96 of these schools, EnrichLA connects over 40,000 students a year to the source of their food. EnrichLA reaches over 10x as many schools as the next largest organization in LA. In fact, EnrichLA has the largest garden education program specific to one city in the US. In the last two years, EnrichLA has also become the fasting-expanding garden education program in the nation, and we have no intention of slowing down.

Much of our growth is thanks to our team of active parent volunteers that help with maintenance, coordinate events, organize additional volunteers, and help extend our program's impact beyond the classroom. EnrichLA was recognized by the LA Board of Education with an "Appreciation Award" for our commitment to the overall educational well-being. EnrichLA has also received a "Community Award" from the Associated Administrators of LA, and an "Appreciation Award" from the LA City Council President.

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 15th of JULY, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and DAVID BEAL hereinafter referred to as "Consultant."

Payee's Name DAVID BEAL Daytime Phone Number 516-578-4632

Email Address DAVE@BRAINPOWERWELLNESS.COM

Mailing Address 2025 CAMERON AVENUE, MERRICK, NY 11566

Sponsoring Administrator PETER KNAPIK

Board Approval Date JULY 15, 2021

Account String 010-74250.0-11100-10000-5810-7429000

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 $ 20,506 per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 20,506.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on JULY 16, 2021 and terminating on JUNE 30, 2022.
3. Payment Terms: ONE PAYMENT IN FULL UPON COMPLETION (COMPLETED AUGUST 11, 2021)
4. Consultant will provide the following services:

   PROVIDE TEACHER PD AND/OR OVERSEE THE IMPLEMENTATION OF THE 4.5 HOUR BRAIN POWER WELLNESS TEACHER COURSE PD (LIVE ONLINE FOR ALL ELEMENTARY SCHOOLS
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

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

ASST SUPT, INSTR
BUSD Authorized Signature/Title Date

Consultant DAVID BEAL 6.24.21
Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

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 15th of JULY, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and BRAIN POWER WELLNESS hereinafter referred to as "Consultant."

Payee's Name MSEWC Daytime Phone Number 516-578-4632

Email Address DAVE@BRAINPOWERWELLNESS.COM

Mailing Address 68-60 AUSTIN STREET, SUITE 702, FOREST HILLS, NY 11375

Sponsoring Administrator PETER KNAPIK

Board Approval Date JULY 15, 2021

Account String 010-74250.0-11100-10000-5810-7429000

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 $ 116,204.00 per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 116,204.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on JULY 16, 2021 and terminating on JUNE 30, 2022.
3. Payment Terms: ONE PAYMENT IN FULL UPON COMPLETION
4. Consultant will provide the following services:

   4.5 HOUR INTERACTIVE BRAIN POWER TEACHER WORKSHOP FOR ELEVEN ELEMENTARY SCHOOLS
   CLASSROOM TEACHER WILL RECEIVE 3 20 MINUTE VISITS TO MODEL ACTIVITIES TO THEIR STUDENTS
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.

ASST SUPT, INSTR
BUSD Authorized Signature/Title Date

Consultant BRAIN POWER WELLNESS Date 6.24.21

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

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	July 15, 2021
SUBJECT:	Approval of Non-Instructional Consultant Services

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the non-instructional Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: July 15, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
Stevenson Elementary School	APEX Fun Run Franchise	The APEX Fun Run program allows an opportunity for parents and extended family members to support the school fundraiser through monetary donation while students enjoy character building lessons and a culminating running event.	11/29/2021 – 12/10/2021	Up to $30,000	01.0-90201.0-11100-10000-5850-2158700
John Burroughs High School	WOW! Events	WOW! Events will host the John Burroughs High School 2023 Prom at the Odyssey Restaurant. They will provide 4 hours at the venue, with dinner, drinks, DJ, dance floor and on-site event managers and staff (including security).	4/29/2023	$50,993.00	01.0-90904.0-11100-10000-5850-4328100

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 15th of July, 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and APEX Leadership Company hereinafter referred to as "Consultant."

Payee's Name APEX Fun Run Franchise no 7, LLC Daytime Phone Number 310-403-9951

Email Address trevorp@apexleadershipco.com

Mailing Address 3435 E Thousand Oaks Blvd #6325 Thousand Oaks, CA 91362

Sponsoring Administrator Jill Johnson

Board Approval Date 7/15/21

Account String 010-90201-1-11100-10000-5850-215-8700

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 $30,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 11/29/21 and terminating on 12/10/2021.
3. Payment Terms: Upon completeion of the program
4. Consultant will provide the following services:

   A two week character and leadership program with a final celebration event.

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.

_____		(Area Director)		6/14/2021
BUSD Authorized Signature/Title	Date	Consultant	APEX Leadership Company	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



Apex Leadership Co. is an all-inclusive, two-week leadership and fitness program that raises money for the top schools in America. Each student receives daily character lessons and awards as they learn what it takes to be a true leader. They are encouraged to obtain pledges for each lap they run around the Apex Raceway during the Fun Run! Students, staff, and parents love the program and it tends to be a highlight event of the year!

EVENT AGREEMENT

This Event Agreement (the "Agreement") is entered into effective as of the 27th day of **May 2021**, by and between **Apex Leadership Co.** (hereinafter "Apex") and **R.L. Stevenson Elementary** ("Customer"). Customer's profile: Grades **K-5**; Population **#550** FRL **15%**.

WHEREAS, Customer desires to organize an Event and conduct related promotional and educational activities (collectively, the "Event") commencing on **November 29th 2021**, and continuing through **December 10th 2021** (the "Term"), in order to promote Customer as well as raise funds for Customer's desired needs or purposes;

WHEREAS, Apex is in the business of organizing, marketing, and putting on fundraising events such as the Event.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. **Apex Services**. Apex agrees to plan, organize, market, promote, and conduct the Event. Such services shall include the following: (i) marketing and promotional activities in connection with the Event in order to increase participation including presentations to students and teachers; (ii) contracting with sponsors (provided that any sponsors shall be subject to Customer's approval); (iii) coordinate the Event course design/layout, as well as coordinate all water stations, starting lines, and finish lines; (iv) provide participant lap markers and coordinate any prizes as well as any awards to be awarded or any special recognitions; and (v) maintain commercial general liability insurance with minimum policy limits of $1,000,000 per occurrence to cover liability for bodily injury or property damage arising out of Apex's activities in connection with the Event.

2. **Customer Cooperation**. Customer agrees to cooperate with Apex in the performance of Apex's activities pursuant to this Agreement. Customer agrees to provide Apex with reasonable access to students and teachers in order to promote the Event and increase participation as well as to provide leads to Apex for other marketing and sponsorship activities in order to increase total revenue for the Event. Customer grants to Apex the right to use its name and its marks during the term of the Agreement solely for purposes of marketing and promoting the Event. Customer agrees to use Apex's online system, including, subject to applicable law, providing Apex the student's name and grade. Any funds received directly by Apex staff in connection with the Event will be promptly remitted to Customer and will be paid in accordance with Paragraph 3 below.

3. **Fees**. Upon execution of this Agreement, Customer shall pay to Apex a booking fee of $1,500.00 (the "Booking Fee"). Upon any cancellation of the Agreement by Customer (other than due to default by Apex), Apex shall be entitled to retain the Booking Fee as its liquidated damages and not as a penalty.

*** Once the recap is final customer agrees to fulfill payment to Apex no later than 1 week from Final Recap. Customer Initials: JJ (this confirms you have seen this portion)**

Apex will be paid a percentage of funds collected, and the Customer shall retain the following percentage of funds collected, based on total amount collected from the Event: between 50-60% (see attached table). If the customer opts to give percentage of what is raised directly back to the teachers, that percentage comes from the customer's funds, not from the Apex cut. The option to gift this percentage to teachers is recommended by Apex, but not required, and should be determined by the customer. The Customer and Apex Leadership Company will split online transactional fees (3-4%)- which is usually covered by an optional processing fee sponsors can choose to pay.

4. **Termination**. This Agreement will terminate one year from the date of your Event or when there are no further payment questions outstanding from sponsors, whichever is later (the "Closing Date"). Either party may terminate this Agreement before the "Closing Date" upon the material breach of the other party, which breach is not cured upon ten (10) days written notice. In the event of termination due to breach, Apex may elect in its discretion to continue providing one or more of its online marketing and promotional services through the Closing Date in order to help Customer complete its fundraising efforts.

5. **Force Majeure**. Apex will use its good faith efforts to conduct the Event on the scheduled day for the Event; provided, however, that Apex shall not be responsible for damages that result from delays or postponements of the Event due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.

6. **Notice**. Any notice hereunder shall be in writing and shall be effective: (i) the next business day following deposit with a reputable courier service for overnight delivery; or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, when sent by certified mail. All notices shall be forwarded to the address below:

Customer Contact Info: Jill Johnson
Email: jilljohnson@burbank-usd.org
Phone: 818-729-5700

7. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

8. **Exclusivity**. Customer agrees that the Event shall be the only major fundraising activity for the School and PTA/O for the semester in which the Event occurs. Apex assumes all the risk by investing a substantial amount up front into the program and fundraiser. Failing to ensure exclusivity as the major fundraiser of the semester could severely impact the success of the Event and affect Apex's ability to recoup costs.

APEX LEADERSHIP CO:

By: _____
Name: **Trevor Price**
Title: **Area Director**

CUSTOMER:

By: Jill Johnson
Name: Jill Johnson
Title: Principal

EVENT AGREEMENT (CONT.)

Below is the pricing table from Section 3 in the Event Agreement:

Apex Live Price Scale			
Min Collected	Max Collected	School %	Apex %
$100,001	+	60%	40%
$90,001	$100,000	59%	41%
$80,001	$90,000	58%	42%
$70,001	$80,000	57%	43%
$60,001	$70,000	56%	44%
$50,001	$60,000	55%	45%
$45,001	$50,000	54%	46%
$40,001	$45,000	53%	47%
$35,001	$40,000	52%	48%
$30,001	$35,000	51%	49%
$0	$30,000	50%	50%

Please Note: *"For credit card payments made online our vendor charges a nominal transaction fee, similar to PayPal, of 2.9% +.30 cents. Some of this cost will be off set by sponsors choosing to pay the $2.00 transaction online. Whatever the remaining fee total will be split equally between Apex and the School per the sliding scale agreement."*

NOTE: All absent/sick/hurt students have a default of 30 laps for sponsors to still pay if they are able.

Customer Initials: _____ **(this confirms you have seen this portion)**

Prom 2023 Postponement (formerly Prom 2021) at Odyssey Contract

Date created: 6/18/2021

WOW! Events
419 Main St. Suite 433
Huntington Beach, CA 92648
Ph: 714-848-WOWU (9698)

Client: **John Burroughs High School**
Contact: **Ms. Palaski, Jessica**
Address: **1920 West Clark Avenue, Burbank, California 91506-1918**

Contact Cell: **(951) 252-5439**
Contact Email: **jessicapalaski@burbankusd.org**

Event Date: **Saturday, April 29, 2023**
Event Location: **Odyssey - Apollo and Garden Ballrooms**

Event Time: **7:00 PM to 11:00 PM**
Site Address: **15600 Odyssey Drive Granada Hills, 91344**

Price Per Person: **$79.99**
Minimum Guarantee: **700**
Maximum Attendance: **800**

Initial Payment: **$5,000.00** on **11/1/2019**
Balance Due: **$50,993.00** on **4/14/2023**

Client/Organization	Telephone
John Burroughs High School	(818) 558-4777
City, St Zip	
1920 West Clark Avenue, Burbank, California 91506-	

Booking Contact	Minimum	Maximum
Palaski, Jessica	700	800
Sales Rep	Party Name	Due Date
Melissa Caldwell	Prom 2023 Postponeme	4/14/2023

Client's initial payment of $5,000.00 is due on 11/1/2019 in order to secure your event. Payments and event documentation, including this agreement, received after their due date can not be guaranteed. A second payment of $50,993.00 will be due 4/14/2023 (this amount equals the guaranteed minimum multiplied by the price per person ticket price, less the initial payment). Any tickets sold after your minimum is met must be paid for 2 days prior to your event date. Any additional people brought by your group, including vendors, must be paid for. Any items not included in this agreement will be an additional cost. A final count will be due 7 days prior to the event date. Please make checks payable to: "Wow! Events".

EVENT INCLUDES:

Food/Service Items
Four Hours Use of Venue (Apollo and Garden Ballroom)
Dinner Buffet Stations - Acrylic Service Ware
Unlimited Sodas and Water
Seating for 350 & All Necessary Rentals
Disc Jockey with Intelligent Lighting System
Stage for DJ
Dance Floor
(20) Uplight Package
Custom Designed Event Poster Template
WOW! On-Site Event Managers
Full Time Coordinating Staff
Security conducting mandatory pat downs & purse checks (Approx 10 guards)
Staff for all Set Up, Clean Up and Tear Down of all items brought in by WOW! and its vendors
School Chaperones & Administrators are Complimentary - 2 per 100 paid students
Certificate of General Liability Insurance
All Vendors Services, Décor & Upgrades must be provided by WOW! Events

All applicable taxes and services (Subject to Increase)

1. If this agreement is executed by an individual in Client's representative capacity, by affixing his/her signature hereto,the undersigned hereby warrants and represents that he/she has the actual authority to enter into this agreement on behalf of Client and to bind Client to this agreement. Further, to the extent Client disclaims this agreement, or claims the undersigned lacked authority to bind Client to this agreement, the undersigned agrees to be personally liable for any and all damages suffered by Wow! Events as a proximate result thereof, induding but not limited to consequential damages, lost profits, attorneys' fees, etc.

2. Wow! Events shall not be required to refund any part of Client's paid Total Cost in the event of inclement weather (e.g. rain) and Client agrees to bear the risk of any such inclement weather. If additional costs are incurred while providing goods and services to protect against inclement weather, the cost will be the responsibility of Client. Additionally, the parties agree that Wow! Events shall not be liablefor any failure of or delay in the performance of this Agreement by Wow! Events for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

3. Wow! Events is merely a ground operator/broker that provides contractual services with independently owned event facilities. Therefore, Wow! Events must operate under and be legally bound by the terms of the facility operator. Wow! Events, being independent ofall event facilities, carries full liability insurance in the amount contained in our Liability Insurance Voucher.

4. No payment or any portion thereof made under this Agreement is transferable or refundable unless provided for herein.

5. The selling, disposing or dispensing of all food, beverage and services during the Event is reserved exclusively to Wow!Events. Client shall not contract or make any arrangements for the selling, disposing or dispensing of any food, beverage or services without the express written permission of Wow! Events.

6. A guest count shall be made at the entrance to the event. For accounting and billing purposes the final event attendancecount shall be considered to be the greater of the following: total on client contract, total on Final Ticket Count given by client prior tothe event or the guest count confirmed at the event. Client shall not allow the attendance of the Event to exceed the occupancy limits set by either this Agreement, the posted facility limit or any directive set forth by the Fire Marshall.

7. Client agrees to indemnify and hold Wow! Events harmless from any and all liability, loss or damage Client may suffer asa result of cancellation or interference with Client's scheduled Event, other than by the willful misconduct of Wow! Events.

8. Any misconduct, illegal gambling, possession of unauthorized alcohol or illegal substance at the time of the Event will not be tolerated and shall constitute cause for immediate termination of the Event. If the Event is terminated for this reason, Client shall be responsible for full payment and costs of event.

9. Client shall pay the replacement value of all property and equipment, lost or stolen, and will bear the cost of repairingall damages to the facility, its grounds, furnishings and equipment caused by Client or Client's agents or guests.

10. The parties agree that in the event that Client were to cancel this Agreement Wow! Events would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should Client cancel this Agreement then Client's initial deposit(s) and scheduled payments, as called for in this Agreement, shall be retained and/or collected, by Wow! Events, as liquidated damages.

11. While providing the planning, execution and follow up activities for this event Wow! Events shall not be responsible forany injury or illness suffered by Client, Client's agents or guests, either in person or in property, other than by reason of the willful misconduct by Wow! Events. Wow! Events shall further have no responsibility for loss or damage to personal property of Client or Client's agents or guests. Client agrees to take all reasonable steps to protect Wow! Events' personnel and equipment during the contracted period. In the event of injuries or damages resulting from insufficient protection on Client's part (except in the case of willful misconduct on the part of Wow! Events), Client will be liable for all resulting damages and costs, including, but not limited to, insurance deductibles and medical treatment.

12. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. Wow! Events, at its solediscretion, reserves the right to refuse admittance to any guest or agent of the Client.

WOW! Events
419 Main St., Suite #433, Huntington Beach, CA 92648
office (714) 848-9698 www.wowevents.com

13. Photos/promotional and broadcasting rights. Client understands that Wow! Events' events and activities, including the guests and students of Client at the events, may be photographed, videotaped or otherwise recorded, for use on Wow! Events' promotional materials, social media, and website. Client agrees to allow Wow! Events to use Client's name and/or likeness free of charge in any manner and in any promotional material and any media (now known or hereafter developed), including Wow! Events' website and social media sites, and for any purpose without compensation to Client. Client further agrees to indemnify, defend and hold harmless Wow! Events, its members, affiliates, parents, subsidiaries, successors and assigns, and each of their respective its shareholders, directors, officers, members, managers, employees, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, penalties, insurance premiums, fees, costs and expenses (including, without limitation, attorneys' fees) arising out of or relating to Wow! Event's use of photographs and videos of Client and/or Client's guests and students at any events, on Wow! Events' promotional material, social media or on the Wow! Events website. The provisions set forth in this section shall remain in full force and effect and survive any termination of this Agreement.

14. Wow! Events shall not be responsible for any damages or loss whatsoever to any vehicle of Client or client's guests or agents while arriving, attending or departing event. Furthermore, Wow! Events shall not be responsible for any personal injuries sustained by Client or client's guests or agents while in parking areas, designated or not.

15. In the event that the contracted venue, regardless of reason, becomes unavailable for the event described in this agreement Wow! Events, Inc. will make every reasonable effort to book a venue of similar size, quality and location. The loss of a contracted venue does not void this agreement. Furthermore, all specific terms and conditions remain in force.

16. Client hereby agrees that no agent or guest of Client shall bring on the event premises any article(s) of the following;inflammable materials, explosives, firearms, illegal substances, articles of a dangerous/damaging nature or alcoholic beverages. Client agrees to indemnify and hold Wow! Events harmless from any and all liability, loss or damage the either Client or Wow! Events may suffer as a result of damages caused by breach of this provision. Wow! Events reserves the right to have confiscated all such articles brought in to an event.

17. All vendor and event services must be contracted through Wow! Events, Inc. The Client agrees to refrain from procuring or contracting for independent vendor or event services outside of the scope of this agreement. Client is responsible for any tax increases fromthe State of California.

18. Subject to the Client's obligation to pay the Fees to Wow! Events, Wow! Events' liability arising directly out of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Fees. Wow! Events assumes no liability due tothe quality of items or services purchased for the Client.

19. This Agreement is the complete and exclusive statement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications with respect thereto. No modification, waiver, or amendment hereof shall be binding unless stated in writing signed by the parties hereto, and no waiver of a right hereunder in any instance shall consttute a waiver of the same or any other right in any other instance.

20. This Agreement shall be governed by the laws in the State of California without regard to its conflicts of law rules.

21. Any notice, communication or statement of this Agreement shall be in writing and sent by overnight mail or by certified or registered mail, return receipt requested and postage prepaid, or by verified facsimile transmission.

22. If any provision of this Agreement, or portion thereof, is judicially declared to be invalid, illegal or unenforceable,such provision, or portion thereof, shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall have the same force and effect as if such part or parts had never been included herein.

23. No party may assign or transfer this Agreement or its rights or responsibilities without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall bind and benefit the Parties hereto and their respective successors and assigns.

24. The prevailing party in any dispute or litigation arising under this Agreement shall be entitled to reasonable attorneys' fees and costs.

WOW! Events
419 Main St., Suite #433, Huntington Beach, CA 92648
office (714) 848-9698 www.wowevents.com

25. In the event that either or both parties' performance of this contract is rendered impossible or substantially impractical due to unforeseen events beyond the control of either party, such as riot, war, civil unrest, natural disasters (e.g., flood, fire, earthquake, pandemic or labor strikes), either party may terminate this agreement without penalty or forfeiture by the provision of written notice to the other partyand the restoration of any deposits, progress payment(s), or other considerations which has already been provided less any and all amounts earnedby the refunding party where amounts 'earned' represents (1) labor performed by the refunding party incident to this Agreement and the Event measured in increments of one- hour; (2) costs incurred and/or advanced by the refunding party incident to this Agreement and the Event; (3) expenses incurred and/or advanced by the refunding party incident to this Agreement; and (4) any and all other amounts reasonably incurred by the refunding party as a result of or incident to this Agreement and/or the Event.

26. To help ensure the safety of all attendees and to protect the Venue of any damage, WOW! Events &/or its contracted venue may provide security to do the light pat downs for male students & purse checks for female students prior to entering the Venue. One School Administrator is required to be at the security check-in area during the registration process of the event. All items taken from the students will be placed in a box and given to a school administrator. The list of items to be confiscated is subject to change. Email your WOW! Event Producer any additional items that your school would like to add to the confiscated list. It is the responsibility of the school administration and chaperones to ensure that the students act appropriately. Any student determined to be acting unruly or under the influence of alcohol or any illegal substance will be turned over to the school administration and will be asked to leave the Venue. At the conclusion of the contracted event time, all of WOW! Events staff and security will depart Venue. It is the school's responsibility to ensure all students are safely off the premises. Venue does not allow armed personnel without prior approval (i.e. security, school police, etc.). One School Administrator is required to remain on site outside the venue once the event ends to accompany any students who are waiting for transportation from the event.

Please inform the students prior to the event that the following items will be confiscated:

Alcohol / Flasks
All Tobacco Products
Any Illegal Substance
Canes & Zoot Chains
Gum
Glass Bottles
Glow in the Dark Items
Lighters / Matches
Markers
Pens & Pencils
Eye Drops (Test or Toss)
Perfume/Body Spray/Nail Polish
Sharp Objects
Water Bottles
Wallet Chains
Weapons
Mouthwash

27. WOW! Events accepts checks or credit card (3-4% service charge when using a credit card) as form of payment. WOW! Events does not accept payments via an ACH Wire Transfer.

COVID-19 Operational Protocols.

Without limitation of any of Client's obligations herein, Client shall comply, and ensure that the Client's employees, agents, volunteers, contractors, patrons, guests, invitees, participants, Event attendees, and performing artists involved in the Event (collectively with Client, "Client Parties" or individually a "Client Party") are informed of and comply, with all applicable laws, rules, regulations, and health and safety protocols related to the use and occupancy of the Venue, the operation of the Event, and/or any standards related to COVID-19 or other public health emergencies (collectively, "Operational Protocols"). Operational Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, food & beverage service, and handling, and requiring persons developing or exhibiting symptoms to leave the Venue. Client Parties who leave the Venue premises at any time during the Event are not permitted reentry into the Venue.

COVID-19 Limitation of Liability and Release.

Client agrees to use and occupy the Venue and participate in the Event, and instruct all other Client Parties that said Client Parties will use and occupy the Venue and participate in the Event, at each Client Parties' own risk. Notwithstanding implementation of the Operational Protocols, Client specifically acknowledges that an inherent risk of exposure to communicable disease exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Controland Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. CLIENT ACKNOWLEDGES ON ITS BEHALF, AND

WOW! Events
419 Main St., Suite #433, Huntington Beach, CA 92648
office (714) 848-9698 www.wowevents.com

ON BEHALF CLIENT PARTIES, THAT CLIENT AND THE CLIENT PARTIES VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 AS WELL AS ANY OTHER COMMUNICABLE DISEASE FROM THE EVENT AND THE VENUE AND HEREBY RELEASE THE WOW! Events FROM LIABILITY IN CONNECTION THEREWITH. Client shall indemnify, defend, and hold harmless WOW! Events and WOW! Events' affiliates, venues, vendors, shareholders, members, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, managers, shareholders, employees, agents, volunteers and representatives (collectively, "WOW! Events Parties") harmless from and against any and allClaims arising or alleged to have arisen out of alleged exposure of any of a Client Party to or contraction by a Client Party of any communicable disease or illness (including but not limited to COVID-19) or any bacteria, virus, or other pathogen capable of causing a communicable disease or illness in connection with the Event, whether occurring before, during or after the Event, however caused or contracted. By the Client and/or the Client Parties entering the Venue and participating in the Event, the Client Parties hereby release, covenant not to sue, discharge,and hold WOW! Events Parties harmless of and from any and all claims, including all liabilities, actions, damages, costs, or expenses of any kind arising out of or relating thereto. Client Parties understand and agree that this release includes claims based on the actions, omissions, or negligence of WOW! Events, whether a COVID-19 infection occurs before, during, or after entering the Venue and/or Participating in the Event. Parties knowingly and voluntarily waive and relinquish all rights and benefits under California Civil Code Section 1542, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Initials _____

All Attendees:

The Client shall strictly ensure that all Client Parties who attend the Event and/or enter the Venue agree to and shall:

1. Comply with all current Government requirements, health orders, and guidance regarding COVID-19.
2. Comply with any health checks required by Wow! Events prior to being given access to an Event or Venue.
3. Observe all Social Distancing Protocols and wear any personal protection items such as appropriate face coverings in accordan ce with the Government guidance in place at the time.
4. Maintain personal hygiene including, but not limited to, by regularly washing their hands, using hand sanitizer, avoiding tou ching their face and observing coughing and tissue etiquette.
5. Follow all signage and the instructions of staff, officials, security, or other emergency services present at Events and Venu es at all times.
6. Only attempt to access those areas for which they are entitled under their Ticket.
7. Stay home if they are feeling sick or have symptoms of COVID -19 and stay home if they have been around anyone exposed to COVID-19 in the previous 15 days.

Breaches of this Code of Conduct:

There will be a zero -tolerance approach to breaches of these terms of conduct related to COVID -19. In the event of any breach by an attendee Wow! Events may immediately remove the attendee from the Event, regardless of the attendee's role or status.

By signing below, you are acknowledging on behalf of yourself, the Client, Client Parties, and/or the Attendee named below th e contagious nature of COVID-19 and that an inherent risk of exposure to COVID -19 exists in any public place where people are present. By attending this event or signing on behalf of the Attendee, you voluntarily assume all risks related to exposure to COVID -19 and agree not to hold Wow! Events or any of Wow! Events' affiliates, directors, officers, employees, agents, contractors, vendors, or volunteers liable for any illness, injury, or death resulting from any and all exposure to or contracting of COVID-19.

ACCEPTED AND AGREED as of the date and year first above written.

WOW! EVENTS GIVING BACK PROGRAM

WOW! Events donates $25 for every event booked with our company to one of our selected charities. Please check one of the charities below and WOW! will make a contribution on your behalf:

Orangewood FOUNDATION
Foster and Community Youth Services

Susan G. Komen.

Best Friends SAVE THEM ALL

_____ **Orangewood Foundation, Foster and Community Youth Services**

WOW! Events
419 Main St., Suite #433, Huntington Beach, CA 92648
office (714) 848-9698 www.wowevents.com

One of the leading providers of services to current and former foster youth in Orange County, they help almost 2,000 foster and community youth annually prepare for independent adulthood.

_____ Susan G. Komen
What was started with $200 and a shoebox full of potential donor names has now grown into the world's largest nonprofit source of funding for the fight against breast cancer. To date, Susan G. Komen has invested more than $2.9 billion in ground-breaking research, community health outreach, advocacy and programs in more than 60 countries.

_____ Best Friends Animal Society
For over 30 years, Best Friends Animal Society has been running the nation's largest no-kill sanctuary for companion animals and building effective programs that reduce the number of animals entering shelters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____

WOW! Events		**John Burroughs High School**	
(Signature):	_____	(Signature):	_____
(Print Name):	_____	(Print Name):	_____
(Title):	_____	(Title):	_____

WOW! Events
419 Main St., Suite #433, Huntington Beach, CA 92648
office (714) 848-9698 www.wowevents.com

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	John M. Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John M. Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Assistant
DATE:	July 15, 2021
SUBJECT:	Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

Background:

The Williams Lawsuit Settlement Quarterly Report and its procedures are required by the State in order for the public to have a means by which to file complaints alleging violation of federal or state laws or regulations governing various educational programs.

Discussion and Issues:

All school districts are required to report summarized data on the nature and resolution of all complaints addressing insufficient instructional materials, teacher vacancies and mis-assignment, and emergency or urgent facilities issues on a quarterly basis to the Los Angeles County Superintendent of Schools in accordance with the provisions of the Williams settlement legislation, per Education Code 35186 (SB550 and AB 2727).

This is the fourth report to the Board of Education for the 2020-2021 school year. There are no incidents to report.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021, Report Summary No. 4, April 1 through June 30, 2021, as presented.

Los Angeles County Office of Education
Serving Students ▪ Supporting Communities
Leading Educators

Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2020-2021

District Name: Burbank Unified Date: 7/15/2021

Person completing this form: John Paramo Title: Asst. Sup. Educational Svs.

Quarter covered by this report (Check One Below):

☐	1st QTR	July 1 to September 30	Due 16-Oct 2020
☐	2nd QTR	October 1 to December 31	Due 15- Jan 2021
☐	3rd QTR	January 1 to March 31	Due 16-Apr 2021
☑	4th QTR	April 1 to June 30	Due 16-Jul 2021

Date for information to be reported publicly at governing board meeting: 7/15/2021

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
TOTAL	0	0	0

Print Name of District Superintendent Matt Hill

Signature of District Superintendent _____ Date 7/15/2021

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoe.edu

Rev. 07-19-20

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:	July 15, 2021
SUBJECT:	Approval of Authorization of Signatures

Background:
Education Code Sections 35143, 42632, and 42633 provide for authorized officers of the Burbank Unified School District to sign notices of employment, contracts and orders drawn on the funds of the District.

Discussion/Issues:
In order to conduct the daily business of the District, individual officers, as named by formal board of Education action, must be authorized to sign warrants, checks, contracts, notices or other legal documents. If persons authorized to sign such documents are unable for any reason to do so, the law requires that a majority of the Board members sign in their place for the particular document.

The attached "Certification of Signatures" form is the form required by the Los Angeles County Office of Education to be used to process the District's paper work associated with warrants, checks, contracts, notices or other legal documents. This form indicates which persons have been approved by the Board of Education to sign the documents indicated.

Fiscal Impact:
None.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services recommends that the Board of Education approve the authorization of signatures, for the period of July 15, 2021 through June 30, 2022, as presented.

Document and/or Transaction	Approved/Authorized by:	
	Name	Title
authorized to sign any or all checks, contracts, notices, County People Soft System transactions, revolving cash, all District imprest accounts, adult clearing account documents, District purchase orders, and other legal documents	Debbie Kukta	Assistant Superintendent, Administrative Services
authorized to sign any or all warrants, checks, contracts, notices or other legal documents of the District;	Matt Hill	Superintendent
authorized to sign human resource services related contracts and invoices	Sarah Niemann	Assistant Superintendent of Human Resources
authorized to sign instructional services related contracts and invoices	Sharon Cuseo	Assistant Superintendent, Instructional Services
authorized to sign instructional services related contracts and invoices	John Paramo	Assistant Superintendent, Educational Services
authorized to sign facilities-related contracts, notices, invoices and purchase orders	Larry Cross	Director of Facilities
authorized to sign District purchase orders and alternate signatory for all District imprest accounts	Alyssa Low	Director, Fiscal Services
authorized to sign County People Soft System transactions, revolving cash, adult clearing account documents and purchase orders	Carin Wantland	Assistant Supervisor of Budget & Finance
authorized to sign documentation pertaining to the Accumulation Program for Part-Time and Limited –Services Employees (APPLE Plan) and payroll taxes	Tiffany Maxwell	Payroll Supervisor

All of the following are approved to sign invoices as "approved for payment."

Department Heads	**Title**
Peter Knapik	Director, Elementary Education
Stacy Cashman	Director, Student Services
Tamara Schiern	Director, Special Education
Rick Vonk	Director, Technology Services
Kathy Sessinghaus	Director, Food Services
Stephanie Fields	Children's Center Coordinator

Principals	**School Site**
Molly Hwang	Disney Elementary
Laura Flosi	Edison Elementary
Jennifer Kaitz	Emerson Elementary
Martha Walter	Harte Elementary
Ron Young	Jefferson Elementary
Liz Costella	McKinley Elementary
Judy Hession	Miller Elementary
Jennifer Culbertson	Providencia Elementary
Matthew Osmond	Roosevelt Elementary
Jill Johnson	Stevenson Elementary
Brandi Young	Washington Elementary
Jennifer Meglemre	Jordan M.S.
Oscar Macias	Luther M.S
Greg Miller	Muir M.S.
Thomas Crowther	Burbank H.S.
Matthew Chambers	John Burroughs HS
David Guyer	Monterey H.S.
Wendy Heard	Adult School

Burbank Unified School District

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: July 15, 2021 to June 30, 2022

In accordance with governing board approval dated July 15, 20 21.

Signature _____

Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME Steve Frintner
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME Steve Ferguson
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME Charlene Tabet
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Emily Weisberg
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Armond Aghakhanian
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Matt Hill
TITLE Superintendent
SIGNATURE
TYPED NAME Debbie Kukta
TITLE Assistant Superintendent, Administrative Services
SIGNATURE
TYPED NAME Sharon Cuseo
TITLE Assistant Superintendent, Instructional Services
SIGNATURE
TYPED NAME John Paramo
TITLE Assistant Superintendent, Educational Services
SIGNATURE
TYPED NAME Sarah Niemann
TITLE Assistant Superintendent, Human Resources
SIGNATURE
TYPED NAME Larry Cross
TITLE Director, Facilities
SIGNATURE
TYPED NAME Alyssa Low
TITLE Director, Fiscal Services

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS

FORM NO. 503-804 Rev. 11-20-2002

Burbank Unified School District

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: July 15 , 2021 to June 30, 2022

In accordance with governing board approval dated July 15, 20 21.

Signature _____

Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Tiffany Maxwell
TITLE Payroll Supervisor
SIGNATURE
TYPED NAME Carin Wantland
TITLE Assistant Supervisor, Budget & Finance
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS

FORM NO. 503-804 Rev. 11-20-2002

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Kathy Sessinghaus, Director of Food Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	July 15, 2021
SUBJECT:	Approval to Utilize Other School Districts/Agency Bids for Food and Supplies through the San Gabriel Valley Food Services Cooperative Purchasing Group

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Background:
The Food Service department has been a member of the San Gabriel Valley Cooperative since 2015. The Cooperative is a group of independent school food service directors from Los Angeles County/San Gabriel Valley who have agreed to purchase perishable and staple foods, supplies and United States Department of Agriculture (USDA) commodities in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP). The California Department of Education is now requiring that all districts receive approval from their board to utilize other school districts bids for food and supplies as part of their revised procurement guidelines.

Discussion/Issues:
As a member district of the San Gabriel Valley Food Services Cooperative Purchasing Group (SGV Co-Op), the office of Food Services requests to use bids which other school districts or agencies have performed all legal advertising costs and timely bid processing procedures on behalf of the SGV Co-Op member districts. The SGV Co-Op consists of the following 30 school districts: Alhambra Unified School District, Arcadia Unified School District, Azusa Unified School District, Baldwin Park Unified School District, Bassett Unified School District, Burbank Unified School District, Charter Oak Unified School District, Covina Valley Unified School District, Duarte Unified School District, El Monte City School District, El Monte Union High School District, East Whittier City School District, Garvey School District, Glendale Unified School District, Glendora Unified School District, Hacienda La Puente Unified School District, Lowell Joint School District, Lynwood Unified School District, Mountain View School District, Pasadena Unified School District, Rosemead School District, Rowland Unified School District, San Gabriel Unified School District, San Marino Unified School District, South Pasadena Unified School District, South Whittier School District, Temple City Unified School District, Valle Lindo School District, Walnut Unified School District, and West Covina Unified School District. Bids for food and supplies are:

Product	Bid Number	Issuing District/Agency	Effective Through
Bread Items	RFP #201920-1	Glendora USD	7/1/2021 – 6/30/2022
Milk and Dairy	RFP #01:1819	West Covina USD	7/1/2021 – 6/30/2022
Produce	FS #001-21/22	Duarte USD	7/1/2021 – 6/30/2022
Frozen	RFP #1218-18/19	Alhambra USD	7/1/2021 – 6/30/2022
Grocery	RFP #001-17/18	South Pasadena USD	7/1/2021 – 6/30/2022
Paper, Plastic & Film	Bid #18-19-106	Covina-Valley USD	7/1/2021 – 6/30/2022

Fiscal Impact

The San Gabriel Valley Cooperative does not charge a fee to its members. Each district is responsible for their own purchases through invoicing by the designated vendor.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the utilization of other agency's bids for District-wide requirements, effective July 1, 2021 through June 30, 2022, as presented.

GLENDORA UNIFIED SCHOOL DISTRICT

Glendora, California

I certify that the following excerpt is a true and exact copy of a portion of the Minutes of the Board Meeting of the Board of Education of the Glendora Unified School District held on April 26, 2021.

CONSENT ITEMS

Upon a motion by Mrs. Merkley, seconded by Mrs. Reuter, and a vote of 5-yes, 0-no the Board of Education approved the General Functions Consent Items, Educational Services Consent Items, Business Services Consent Items and Personnel Consent Services Items as follows:

BUSINESS SERVICES CONSENT ITEMS

2. Approve/ratify the Renewal of Contract on Behalf of San Gabriel Valley Food Services Cooperative Purchasing Group Bread Products as presented.

Janna M. Wells
Executive Assistant to the Superintendent

Date: April 28, 2021

RENEWAL OF CONTRACT ON BEHALF OF SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP BREAD PRODUCTS
April 26, 2021

BACKGROUND INFORMATION: Glendora Unified School District is a member of the 30 district San Gabriel Valley Food Services Cooperative Purchasing Group. Every district within the group is responsible for annually rotating duties and soliciting for certain food service vendor bids. As a result of the shared vendors, the contracting districts have included a clause in their Request for Proposal (RFP) specifications to permit all cooperative districts to share their bid at the same pricing they received. The Board of Education approved going out to request proposals on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group "BREAD PRODUCTS on March 14, 2019. On May 13, 2019 the Board of Education approved awarding the contract on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group BREAD PRODUCTS to Galasso's Bakery. With Gold Star Foods as a secondary vendor. The contract term was for one year with the contract beginning on July 1, 2019 through June 30, 2020. Terms of the contract may be extended for an additional two (2) one-year periods in accordance with provisions contained in Education Code section 17596(K-12).

CURRENT CONSIDERATIONS: On February 10, 2020 the Board of Education approved the renewal for the first of the two (2) one-year additional periods beginning July 1, 2020 through June 30, 2021. We would now like to extend the contract for the last one-year period in accordance with provisions contained in Education Code section 17596 (K-12) beginning on July 1, 2021 through June 30, 2022.

FINANCIAL IMPLICATIONS: Prices for this renewal period reflect a 3.1% increase for Galasso's Bakery due to the extreme rapid rising costs of labor, along with a substantial one-year increase in the Consumer Price Index (CPI). Gold Star Foods will have no price increase on products with the exception of one product with a 28.7% increase. The Co-Op is renewing both vendors based on negotiated pricing and giving member the option to use both.

RECOMMENDATION: Therefore, it is recommended that the Board of Education approve renewing the contract with Galasso's Bakery and Gold Star Foods on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group BREAD PRODUCTS for the contract period of July 1, 2021 through June 30, 2022.

(Ref. BC2)

RENEWAL OF CONTRACT ON BEHALF OF SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP BREAD PRODUCTS
April 26, 2021

BACKGROUND INFORMATION: Glendora Unified School District is a member of the 30 district San Gabriel Valley Food Services Cooperative Purchasing Group. Every district within the group is responsible for annually rotating duties and soliciting for certain food service vendor bids. As a result of the shared vendors, the contracting districts have included a clause in their Request for Proposal (RFP) specifications to permit all cooperative districts to share their bid at the same pricing they received. The Board of Education approved going out to request proposals on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group "BREAD PRODUCTS on March 14, 2019. On May 13, 2019 the Board of Education approved awarding the contract on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group BREAD PRODUCTS to Galasso's Bakery. With Gold Star Foods as a secondary vendor. The contract term was for one year with the contract beginning on July 1, 2019 through June 30, 2020. Terms of the contract may be extended for an additional two (2) one-year periods in accordance with provisions contained in Education Code section 17596(K-12).

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RECOMMENDATION: Therefore, it is recommended that the Board of Education approve renewing the contract with Galasso's Bakery and Gold Star Foods on behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group BREAD PRODUCTS for the contract period of July 1, 2021 through June 30, 2022.

(Ref. BC2)

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Attachment C
AGREEMENT FOR MILK AND DAIRY PRODUCTS

This Agreement for Vended Meal Services ("Agreement") is entered into April 27, 2021 by and between **WEST COVINA UNIFIED SCHOOL DISTRICT**, a California Public School District ("District") by and on behalf of the **SAN GABRIEL VALLEY PURCHASING COOPERATIVE** ("SGVPC") and Driftwood Dairy, Inc. ("Vendor"); the District and the Vendor are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

A. The West Covina Unified School District is the lead agency for the Dairy RFP. The member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-Op") have granted the District the authority to solicit and award the Dairy RFP.

B. Current circumstances including both federal and state emergency declarations due to the Covid-19 pandemic, reduced staffing and personnel resources, education/meal service conditions that are uncertain and ever-changing, as well as a national shift and reduction of traditional items served and purchased, make a successful and competitive procurement process that accurately reflects our needs in the near future not attainable, nor advantageous at this time.

C. In light of these circumstances, and with the consensus of the Co-Op, the District is exercising the option as stipulated in *2 CFR 200.320(f)(2),* to enter into a one-year non-competitive contract with the 2020-2021 distributor of Dairy Product as proposed in RFP# 01:1819 MILK & DAIRY (the "RFP").

D. Distributor has successfully met the terms of the prior contract for the length agreed upon, and agrees to provide fair pricing in accordance with past contract language in order to enter into a one-year, non-competitive contract. *Proposed pricing will be received and reviewed prior to final execution of the contract.*

E. Vendor represents that it is qualified and capable of performing the services and procuring and delivering the Dairy Products to the Member District's schools within the SGVPC in accordance with the Member Districts' delivery times.

F. As required by the Laws and/or the nature of services provided, Vendor shall maintain, throughout the term of this Agreement, all permits and licenses for the food services facility in which it prepares or procures and stores the Dairy Products and shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.

In consideration of the mutual covenants contained herein, the District and Vendor agree as follows:

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1. District(s) Objective
The SGVPC
   - is seeking to redefine its food acquisition process to engage in a more effective least cost purchasing model to reduce overall food cost, taking into consideration all associated costs, including, without limitation, the costs of ensuring timely-delivery, product-availability and product quality;
   - is seeking to improve the image of school meal program in our communities; is desiring to greatly affect the menu profitability through food purchasing;
   - is seeking to craft one or more single multi-year contracts to address all of the District(s) needs with respect to frozen food products; and greatly value the quality and standard of the products.
   - is seeking to enhance supply chain efficiencies through innovation; and
   - is newly-receptive to marketing opportunities that could benefit both the District(s) and its trading partners who are selected as a result of this RFP.

   Safe, wholesome nutritious food is of the highest priority. Each firm selected must support the member Districts in the removal of all non-value add cost and possess similar shared values and principles. Our intent is to reduce product cost by eliminating every penny of non-value adds through partnership and innovation.

   The effort will also focus on providing a standardized commercially prepared product, streamlined through efficiency and flexibility with a user friendly process by eliminating steps which do not add value; exploring alternative methods; and evaluating the relationship of food service process structure and interaction. The goal of this procurement process is to deliver the highest quality products available and drive profitability by controlling the entire system.

   The Districts' intent is to enter into a long term professional relationship with the most responsive Vendor. We are looking for partners with experience, financial stability, whose technology will be kept up to date and that will be around and have effective customer service for years to come. Customer service is as important to the District(s) as technology, supply chain efficiency, quality products and will have nearly as much weight in our final determination as price.

   Once the sale is made and the implementation completed, a phone call once or twice a year will not be considered good customer service. An important element of good customer service is delivering products as needed on demand, in a timely manner; each and every time.

2. Vendor Responsibilities.
   2.1. Relationship of Vendor to District's Cafeteria and Lunch Program. The Vendor's services hereunder shall be provided in conjunction with the District's Cafeteria and lunch programs. The Vendor's services shall be limited to the procurement and delivery of the Milk and Dairy Products, and Vendor shall not participate in the distribution, sell or service of the Milk and Dairy Products.

   2.2. Vendor Independent Contractor Status. The Vendor is an independent contractor to the District. The express terms hereof set forth the limited extent to which Vendor is authorized to act on behalf of the District in its independent contractor capacity. The Vendor shall be liable for the consequences of Vendor's actions or conduct which exceeds the express limited scope of Vendor's authority to act on behalf of the District as set forth herein.

   2.3. Vendor Standard of Care. Vendor and its Design Consultants shall provide the Meal Vendor services: (i) using their best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for other agencies of the size, scope and complexity of the District; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Vendor nor its respective employees shall engage in any conduct or activity, accept any employment or

DocuSign Envelope ID: 193FC26D-934D-4B34-A8E5-E63B871C747C

compensation which actually or reasonably appears to compromise the Vendor's obligations to the District under this Agreement.

2.4. Vendor Representation. The Vendor shall designate a Vendor Manager for the Term of the Agreement, who shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Vendor's obligations hereunder; and (iv) be authorized to act on behalf of the Vendor in discharge of Vendor's services hereunder. If the Vendor Manager designated by the Vendor is replaced, the District shall have the right to approve of the replacement Vendor Manager. During the Term of the Agreement, the Vendor Manager shall be readily available to communicate by telephone, correspondence, in-person, e-mail or other means of communication as necessary to ensure proper administration of the Agreement.

2.5. Compliance with Regulatory Agencies. The Vendor shall respond to and comply with all requests relating to this Agreement made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Agreement, including without limitation, the California Department of Education Child Nutrition and Food Distribution Division and Department of Health.

3. General

3.1. Product Quality Control.

3.1.1. Permits; Licenses. Vendor shall maintain, throughout the term of this Agreement, and provide to the District a copy of all current permits and licenses required by California Law for the food service facility in which it prepares the Milk and Dairy Products and shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times. Vendor shall also provide to District a copy of its current Grade/Scope issued upon inspection by the City and/or County pursuant to its Restaurant/Market Grading System for retail food facilities.

3.1.2. Hazard Analysis Critical Control Point (HACCP). Vendor shall provide products from manufacturers with a HACCP system in place. Additionally, Vendor shall ensure that all products received under this Agreement shall be prepared, handled and stored in accordance with the health and sanitation standards for the County of Los Angeles or local city/county agency in which product was produced, State of California and/or Federal Government, whichever is higher. In the event of a product contamination issue, Vendor shall notify District, within twenty-four (24) hours, of such contamination and shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be included in Vendors HACCP Plan, Food Security and Safety Program, including Pest Control Policy.

3.1.3. Food Handling and Storage. Vendor shall follow appropriate handling and storage practices, including providing proof of established sanitation procedures, an active pest control program to assure proper information. Further, all containers and vehicles used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect Milk and Dairy Products from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

3.1.4. Health and Sanitation Standards. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Vendor's plant is located or by the applicable federal standards, whichever is higher.

3.1.5. District Site Visits. The District reserves the right to conduct a site inspection of Vendor's facility where milk and dairy products are stored and transported. Site inspections may be conducted upon 24 hours' notice to Vendor.

3.1.6. Inferior Product. Vendor agrees to permit inspection of the delivered Milk and Dairy Products by a representative of the District's Food Services Department with the right of rejection of inferior merchandise. Damaged cases or packages may be rejected and

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returned for credit or immediate replacement, at no cost to the Member Districts for product or freight. The District's decision shall be final.

3.1.7. No Substitutions. Any and all Milk and Dairy Products delivered during the Term of this Agreement shall be only the exact Milk and Dairy Products as requested by the District unless prior approval has been received to deliver alternate Milk and Dairy Products. The District will not allow substitutions.

3.1.8. Right to Discontinue Service. The District reserves the right to discontinue service upon 24-hours' notice of all or any portion the Agreement for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold Vendor in default.

3.1.9. Accurate Count. Vendor shall maintain, on a daily basis, an accurate count of the number of milk and dairy produce procured and delivered to each school within the Member District.

3.2. Delivery Vehicle Condition. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Dairy products and frozen product shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

3.3. Delivery of Milk and Dairy Products. Vendor shall deliver the pre-ordered Milk and Dairy Products to the Member District's schools on the days and times set forth on Exhibits A & B. Vendor acknowledges that the delivery times are of the essence as the students have limited scheduled lunch periods in which to be served and eat. Any and all questions or communications regarding the delivery of Milk and Dairy Products should be directed to the respective Member District's Director of Nutrition Services Department. The Member Districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the Term of the Agreement, and revise delivery times as required. All deliveries shall be accompanied by packing slip/receipt.

3.4. Delayed Deliveries. Once a mutually agreed upon delivery schedule is established between the Vendor and the Member Districts, timely delivery of all orders is expected. If the Vendor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, the District reserves the right to assess a penalty payment to the Vendor for each instance in the amount of $100 per late delivery per site, and deduct from the Vendor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. A "late delivery" is defined as a delivery outside of the agreed upon delivery window with each District, whether it is early, or before the delivery window or late, or after the delivery window. Early deliveries may disrupt local city ordinances. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

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If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. The District shall be entitled to bill/deduct from payments to the Vendor the rate of $100 per delivery per site for any and all late deliveries.

4. Buy American. "Buy American Provision Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

   Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Vendors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

5. Recalls. The Vendor shall bear all costs incurred by the Member Districts resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the Member Districts. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the Member Districts.

6. Contract Price; District Payments.
   6.1. Contract Price. The District shall pay to Vendor the dairy index pricing as announced by CDFA and detailed on the Unit Price Matrix, attached as Exhibit C to this Agreement, for all Milk and Dairy Products ordered, procured and delivered to the District's schools. **There shall be no minimums in dollar value or case counts.**

   6.2. District Payments.

      6.2.1. Vendor Billings to District. During the Term of this Agreement, Vendor shall submit monthly billing invoices to the Member Districts for payment of the Contract Price for Milk and Dairy Products procured and delivered to the Member Districts in the immediately prior month. Vendor's billings shall be in such form and format as may be reasonably requested by District.

      6.2.2. District Payments to Vendor. Within thirty (30) days of receipt of Vendor's billing invoices, District will make payment to Vendor of undisputed amounts of the Contract Price due. The District may, however, withhold or deduct from amounts otherwise due Vendor hereunder if Vendor shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Vendor has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due to Vendor under any billing invoice rendered by Vendor under this Agreement, the District may withhold from payment to the Vendor an amount equal to the disputed amount.

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6.3. Accounting and Paperwork. Vendor invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Vendor.

6.3.1. Original - signed by person receiving material and retained by delivery site Contractor; Duplicates - shall be left at each location – Nutrition Services copy

6.3.2. The original invoice must be signed by the individual receiving the product and is to be left for the food service kitchen lead. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within 10 operating days.

6.3.3. Statements for all goods purchased within a calendar month shall be made available on an individual school basis. Statements should be sent by the 5th of the month following the month of purchase. Statements must be available either in paper or electronic format based on each Member Districts preference.

7. Insurance; Indemnity.

7.1. Vendor Insurance. At all times while providing or performing services under this Agreement, the Vendor shall obtain and maintain the policies of insurance described in this Section 7. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Vendor while providing or performing services in connection with an Assigned Project shall be as set forth in this Agreement.

7.2. Workers Compensation and Employers Liability Insurance. Vendor shall purchase and maintain Workers' Compensation Insurance covering claims under workers' compensation, disability benefit and other similar employee benefit acts may be liable. Vendor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Vendor. The Employer's Liability Insurance required of Vendor hereunder may be obtained by Vendor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Vendor hereunder.

7.3. Commercial General Liability, Property Insurance and Automobile Insurance. Vendor shall purchase and maintain Commercial General Liability and separate Automobile Insurance as will protect Vendor from the types of claims set forth below which may arise out of or result from Vendor's services under this Agreement and for which Vendor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Vendor's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Vendor's obligations under this Agreement. District shall be an additional insured to Vendor's commercial general liability insurance policy.

7.4. Policy Endorsements; Evidence of Insurance. Vendor shall deliver Certificates of Insurance to the District evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty

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(30) days advance written notice to the District.

7.5. Vendor's Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Vendor are:

Insurance Policy	Minimum Coverage Limit
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars ($1,000,000)
Comprehensive General Liability	Two Million Dollars ($2,000,000) per Occurrence Four Million Dollars ($4,000,000) Aggregate OR One Million Dollars ($1,000,000) per Occurrence Two Million Dollars ($2,000,000) Aggregate AND Umbrella Excessive Liability Four Million Dollars ($4,000,000) Aggregate
Automobile Liability	Five Million Dollars ($5,000,000)

7.6. Vendor Indemnity. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless each Member District and its employees, officers, Board of Education, Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Vendor's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Vendor, its employees, agents and representatives of Vendor in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

8. Term; Termination.

8.1. Term. The term of the Agreement is one (1) year. Agreement shall begin on July 1, 2021 and continue in full force and effect through June 30, 2022.

8.2. Time. Vendor's services shall be completed by the Vendor in a prompt and diligent manner as is consistent with professional skill and care. The Member Districts' delivery schedules shall be agreed upon between the Districts and the Vendor, the Vendor's performance and delivery of milk and dairy products shall be in accordance with such schedule. The Vendor shall be liable to the Member Districts for all costs, losses, damages or other liabilities arising out of the failure of the Vendor to deliver milk and dairy products in accordance with an agreed upon schedule, provided that the Vendor's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Vendor.

8.3. Termination for Default. Either the District or Vendor may terminate this Agreement upon three (3) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the fourth (4th) day following the date of the written termination notice, unless during such three (3) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement

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upon written notice to Vendor if: (a) Vendor becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Vendor or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Vendor or any of Vendor's property on account of Vendor's insolvency; or (b) if Vendor disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Vendor, if any, shall be based upon the Milk and Dairy Products procured and delivered, but not invoiced and paid as of the date of termination, reduced by the District's prior payments of the Contract Price due for losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Vendor shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Vendor's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Vendor hereunder.

8.4. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the Vendor's services; provided, however, that if the District shall suspend Vendor's services for a period of sixty (60) consecutive days or more, the District may terminate the contract.

8.5. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Vendor terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Vendor. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Vendor or such other time as the District and Vendor may mutually agree upon. In such event, the District shall make payment of the Contract Price to Vendor for product provided through the date of termination plus actual costs incurred by Vendor directly attributable to such termination but in no event shall the actual costs exceed One Thousand Dollars ($1,000.00).

9. Miscellaneous.

9.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Vendor.

9.2. Audits and Inspections. Vendor shall submit to third party audits and/or inspections initiated by the Member Districts during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Vendor must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

9.3. Force Majeure. The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

9.4. Fingerprinting. Vendor shall comply with all provisions of Education Code Section 45125.1 Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the Member Districts that will enter the sites and other Member Districts facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Vendor will provide the Member Districts with a list of all employees providing services pursuant to this RFP. In the alternative, Vendor shall agree that all employees, agents, and representatives assigned to the Member Districts that will enter the sites and other Member Districts facilities during normal district hours

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shall be accompanied at all times by and individual who has satisfied the fingerprinting requirements of Section 452125.1.

9.5. Piggyback Clause/Other Districts. For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, only Districts that join the San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-op"), will be allowed to piggyback. Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted X Piggyback option not granted _____

9.6. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Vendor and District hereunder.

9.7. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

9.8. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Vendor hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

9.9. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Vendor and the District. Neither Vendor nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

9.10. Authority. The individual(s) executing this Agreement on behalf of Vendor warrant and represent that she/he is authorized to execute this Agreement and bind Vendor to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he his authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind District to all terms hereof and authority granted to enter into this Agreement.

9.11. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
Asst. Superintendent, Business Services
WEST COVINA UNIFIED SCHOOL DISTRICT
1717 West Merced Avenue
West Covina, CA 91790

If to Vendor:
Driftwood Dairy, Inc.
10724 E. Lower Azusa Rd.
El Monte, Ca. 91734

9.12. Disputes.

9.12.1. Claims Under Small Claims Court Limit. If a resolution cannot be mutually agreed upon

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between individual member district(s) and the contractor, all claims, disputes, disagreements or other matters in controversy between District and Vendor of $10,000 or less or that fall within the current limitation for Small Claims Court shall be resolved informally or filed in the Los Angeles County Small Claims Court in Los Angeles, California.

9.12.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Vendor and the District arising out of or pertaining to this Agreement, excepting therefrom claims for indemnity, shall be submitted for resolution by non-binding mediation before a retired judge, or other mediator as agreed to by and between the parties, and conducted under the auspices of the Judicial Arbitration Mediation Services ("JAMS") or other mutually agreed mediator and under the Commercial Mediation Rules in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Vendor commencing binding dispute proceedings.

9.12.3. Government Code Claim. Subject to and notwithstanding the dispute provisions set forth herein, all claims, demands, disputes, disagreements or other matters in controversy by the Vendor as against the District seeking money or damages in any sum shall, as a condition precedent to suit including, without limitation, a demand for arbitration, be subject to the adherence to the claim provisions of California Tort Claims Act (California Government Code, commencing with section 900, et seq.).

9.13. Entire Agreement. This Agreement, the RFP, RFP Response and the attached hereto as Exhibit A are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and Vendor concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. The foregoing notwithstanding, in the event of conflict or inconsistency between the terms of this Agreement, the RFP and the RFP Response, this Agreement shall take precedence over the RFP, which shall take precedence over the RFP Response. Unless expressly set forth herein, no term or condition of the RFP Proposal shall alter, supersede or modify the Agreement. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Vendor.

IN WITNESS WHEREOF, the District and Vendor have executed this Agreement as of the date set forth above.

"District" **WEST COVINA UNIFIED SCHOOL DISTRICT**	**"Vendor"** DRIFTWOOD DAIRY, INC.
By: DocuSigned by: Drew Passalacqua AE59629987B5415...	By: John Dolan
Title: Assistant Superintendent	Title: VP Sales

DUARTE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTE ORDER

The regular meeting of April 15, 2021, was called to order by Ceci Carroll, Board Vice President, at 7:09 p.m. Due to the Governor's Stay at Home Order pertaining to COVID-19, the board meeting was held remotely.

Present: Reyna Diaz, President
Ceci Carroll, Vice President
Ken Bell, Member
James Finlay, Member
Jacqueline Ku, Member

Absent: None

It was moved by Ken Bell, seconded by Ceci Carroll, to approve the following item:

> Consent Calendar Item 13.2.11 – One Year Produce Emergency Contract on behalf of San Gabriel Valley Food Service Purchasing Co-op with Goldstar Foods for the 2021-2022 School Year.

Motion carried unanimously.

I certify that the foregoing is a true and exact copy
of minute action of the Board of Education of the
Duarte Unified School District on the following meeting date:

April 15, 2021

Gordon Amerson, Ed.D.
Superintendent/Secretary to the Board of Education

ALHAMBRA
UNIFIED SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
Denise R. Jaramillo
1515 West Mission Road, Alhambra, CA 91803
Phone: (626) 943-3330 FAX: (626) 943-8050

Minutes of Regular Board of Education Meeting
Alhambra Unified School District – Business Services

March 9, 2021

BUSINESS SERVICES WELFARE EXCERPT

On the motion of Mrs. Russell-Chavez, seconded by Mrs. Moreno and carried, the Board approved Item B-3 as recorded below:

B-3 Amended the Award of Request for Proposal (RFP) #1218-18/19 Frozen & Refrigerated Food Distribution for the San Gabriel Valley Food Services Cooperative Purchasing Group.

This is to verify that the preceding is a true and correct excerpt from the Minutes of the Regular Meeting of the Board of Education of the Alhambra Unified School District on Tuesday, March 9, 2021.

Denise R. Jaramillo, Superintendent
and Secretary to the Board of Education

March 10, 2021
Date

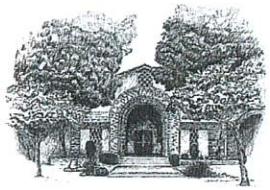
*Votes:

Mr. Robert L. Gin	Yes
Mrs. Kaysa Moreno	Yes
Mr. Kenneth Tang	Yes
Mrs. Joanne Russell-Chavez	Yes
Dr. Marcia Wilson	Yes

/ab

BOARD OF EDUCATION
Kenneth Tang, President Dr. Marcia Wilson, Vice President
Kaysa Moreno, Clerk Joanne Russell-Chavez, Member Robert L. Gin, Member

EQUAL OPPORTUNITY EMPLOYER



Agenda Item Details

Meeting	May 11, 2021 - Regular Board Meeting
Category	7. CONSENT AGENDA ITEMS
Subject	7.14 Contract - Gold Star Foods
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Fund 13
Recommended Action	Dave Lubs, Assistant Superintendent of Business Services, recommends approval

Public Content

RATIONALE

The recommendation is for approval of the One-Year Non-Competitive Contract for Grocery Items between the San Gabriel Valley Purchasing Co-op and Gold Star Foods for the 2021-2022 school year.

South Pasadena Food and Nutrition Services Department acted as lead district in the preparation and distribution of the Grocery RFP #001-17/18 for the San Gabriel Food Services Cooperative Purchasing Group. Gold Star Foods won the contract and was board approved. Due to the pandemic, the contract was extended to a fourth year for the 2020-2021 school year. For the 2021-2022 school year, the San Gabriel Valley Purchasing Co-op voted to utilize the one-year non-competitive contract during an emergency. Due to Gold Star Foods being our current distributor and in good-standing, they were offered, and accepted the contract.

The San Gabriel Valley Purchasing Co-op currently consists of 26 member districts in the San Gabriel Valley.

GSF_SAN GABRIEL CONTRACT AGREEMENT #001-21.22.pdf (2,047 KB)

Non-Competitive Procurement during and Emergency (002) (003).pdf (55 KB)

Administrative Content

Motion & Voting

Christiane Gervais, Assistant Superintendent of Instructional Services, recommends approval.

Motion by Patricia Martinez-Miller, second by Michele Kipke.
Final Resolution: Motion Carries
Aye: Michele Kipke, Zahir Robb, Ruby Kalra, Patricia Martinez-Miller

Covina-Valley Unified School District
Board of Education Regular Meeting
05/17/2021 06:00 PM

Dr. Mary Hanes Professional Development Center
220 West Puente Avenue, Covina, CA 91723

I. Amendment No. 7 to Bid Summary No. 18-19-106, Nutrition Services Paper, Plastic, and Film Products

Quick Summary / Abstract

Recommendation is made that Amendment No. 7 to Bid Summary No. 18-19-106 for Nutrition Services paper, plastic, and film products to extend the bid through the 2021-22 school year be approved. It is estimated that the district will purchase approximately $300,000 of paper products. The cost for this purchase will be paid from Nutrition Services Funds.

Description

At the Board meeting on May 20, 2019, authorization was given to the district for the purchase of Nutrition Services paper, plastic and film products for the 2019-20 school year. This bid allows for the option to renew the contract pricing for a total of up to three years per Education Code 17596. The 2021-22 school year would be the third and final year of the contract.

There has been an increase in most of the products, with an average of thirteen percent on the paper and plastic items from P & R Paper Company, Inc. on lines 1 through 328. There has been no increase in the film items from Platinum Packaging Group for the film item numbers 320 through 341, 344 through 346, and 356 through 358. The Platinum Packaging Group has a minimum order of fifteen mixed rolls for clear film and one thousand pounds for printed film, and no plate cost. There has been no increase in the spray silicone and film from Form Plastics for item numbers 342 and 343. All paper, plastic, and film items are listed in the attached bid summary. The items increased in pricing are in bold type.

The district bid the Nutrition Services paper, plastic and film products on behalf of the San Gabriel Valley Purchasing Cooperative which consists of Alhambra Unified School District, Arcadia Unified School District, Azusa Unified School District, Baldwin Park Unified School District, Bassett Unified School District, Burbank Unified School District, Charter Oak Unified School District, Covina-Valley Unified School District, Duarte Unified School District, East Whittier City School District, El Monte City School District, El Monte Union High School District, Garvey School District, Glendale Unified School District, Glendora Unified School District, Hacienda La Puente Unified School District, Lowell Joint School District, Lynwood Unified School District, Mountain View School District, Pasadena Unified School District, Rosemead School District, Rowland Unified School District, San Gabriel Unified School District, San Marino Unified School District, South Pasadena Unified School District, South Whittier School District, Temple City Unified School District, Valle Lindo School District, Walnut Valley Unified School District, West Covina Unified School District member districts.

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:	July 15, 2021
SUBJECT:	Ratification of Contract with the Los Angeles County Office of Education (LACOE) to Participate in School-Based COVID-19 Testing 2020-2023

Background:

On March 4, 2020, the Los Angeles County Board of Supervisors and the County of Los Angeles Department of Public Health (County) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County's continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

The County and the Los Angeles County Office of Education (LACOE) entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund.

Discussion/Issues:

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund school districts or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning, LACOE will work with districts to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

Fiscal Impact:

LACOE shall reimburse the District for authorized expenses pursuant to the school testing program.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) to Participate in School-Based COVID-19 Testing, effective June 7, 2021 through July 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **BURBANK UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as “Party” or collectively as “Parties” hereinafter.

RECITALS

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors (“Board”) and the County of Los Angeles Department of Public Health (“County”) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County’s continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Catalog of Federal Domestic Assistance (CFDA) Number 93.323, which has been designated as Reopening Schools Fund.

WHEREAS, County and LACOE entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund (Exhibit B - Prime Contract).

WHEREAS, LACOE hereby subcontracts with LEA Subcontractor for school-based COVID-19 testing in K-12 schools as specified in Exhibit A - Statement of Work, attached hereto, incorporated herein, and made a part hereof.

WHEREAS, LEA Subcontractor is a subrecipient of this grant with all the duties and obligations of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to perform in accordance with Exhibit A – Statement of Work.

1. TERM

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

2. COMPENSATION

a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed Two Million Three Hundred Eighty-Three Thousand Seven Hundred Eighty-Four Dollars ($2,383,784.00).

b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.

c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.

d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.

e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

The LEA Subcontractor agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA Subcontractor or the negligence of any subcontractor, agent; firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity

(including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA Subcontractor, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA Subcontractor apply to any claims filed by County against LACOE for failure to pay an invoice and/or any claims filed by a vendor against LACOE for LEA Subcontractor's failure to comply with the terms and conditions of this Contract.

4. INSURANCE

4.1 Without limiting the LEA Subcontractor, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section 8 referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as LACOE), and as a material condition of this Contract, the LEA Subcontractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

4.2 Minimum Scope and Limits of Insurance

4.2.1 Commercial General Liability Coverage, with limits of not less than the following.

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The policy shall be endorsed to name County, LACOE, their governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

4.2.2 Business Automobile Liability Coverage with limits of not less than $1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor's use of autos pursuant to

this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident.

4.2.4 Sexual Misconduct Liability covering actual or alleged claims for sexual misconduct and/or molestation with minimum limits of $2,000,000 per claim and $2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

4.3 Endorsements

The LEA Subcontractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that County, LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be e-mailed to Lacoe@ebix.com

4.4 Other Insurance Provisions

The LEA Subcontractor shall cause its insurance policies to be amended to state the following:

4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.

4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.

4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

4.4.4 LEA Subcontractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor LEA Subcontractor's insurance in accordance with the foregoing provisions.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA Subcontractor is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

6. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the LEA Subcontractor agrees to comply with all Federal, State, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

7. NOTIFICATION

Any notice, request, demand or other communication to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to 'be delivered; shall be delivered by email, personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE: Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, ECW Room 133,
Downey, CA 90242-2890

For LEA: Mailing Address is LEA Subcontractor's Office.

8. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

9. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, State and Federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10. CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

11. ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

12. SEVERABILITY /WAIVER

12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

13. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights; duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code

Sections 45125.1, 45125, 44830 and 44830.1.

15. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agrees to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

16. ALCOHOL AND DRUG-FREE WORKPLACE

The LEA Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that LEA Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to LEA Subcontractor under this agreement, and the LEA Subcontractor shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12S49)

By executing this contractual instrument, LEA Subcontractor certifies to the best of its knowledge and belief that it and its principals:

19.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

19.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,

19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

If LACOE elects to terminate this Agreement for LACOE's convenience, such termination shall be effective upon delivery of said Notice of Termination to the LEA Subcontractor, unless a later date is specified in the Notice of Termination. Thereafter, LACOE shall pay the LEA Subcontractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, the LEA Subcontractor shall have no further claims against LACOE under this Agreement.

20.2 Termination for Default

20.2.1 Default

LACOE may terminate this Agreement due to LEA Subcontractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against LEA; or, (b) a receiver or trustee is appointed for LEA Subcontractor; or (c) LEA Subcontractor makes an assignment for the benefit of its creditors; or (d) LEA Subcontractor becomes insolvent, which shall be deemed to have occurred if LEA Subcontractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not LEA Subcontractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

LACOE may also terminate this Agreement due to an LEA Subcontractor's default if the LEA Subcontractor has become the subject of revocation proceedings by its authorizer and has ceased providing instruction to its students.

20.2.2 Material Breach

LACOE may terminate this Agreement if LEA Subcontractor breaches any material term or violates any material provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

21. SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE's SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS Contract dated June 7, 2021 with the County of Los Angeles Department of Public Health (Exhibit B - Prime Contract) and shall be subject to all of the provisions of such prime contract. LEA Subcontractor hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

22. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

23. EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

24. CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE's prior written approval.

24.2 LEA Subcontractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

25. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY OFFICE OF EDUCATION	BURBANK UNIFIED SCHOOL DISTRICT
By_____ Patricia Smith Chief Financial Officer	By_____ Debbie Kukta Typed or Printed Name
Date_____ ROC-7/12/21	Title Assistant Superintendent, Administrative Services Date 07/19/2021

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

LOS ANGELES COUNTY OFFICE OF EDUCATION
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a $302,372,981 award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the $10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), Los Angeles County Department of Public Health (County) is working with Los Angeles County Office of Education (LACOE). LACOE will work with the local education agency (LEA) Subcontractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded and allowed to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Local education agency (LEA) will implement school-based testing in K-12 school sites in Los Angeles County. LEA Subcontractor will administer on-the-ground logistics for the implementation of a testing program, including planning and designing a testing program and protocol; conducting outreach to students, families and communities; conducting registration and consent for testing; administering and/or coordinating testing; providing notification of results to individuals tested; providing weekly testing data reports to LACOE, providing monthly financial reporting to LACOE; reporting positive results to Public Health via LACDPH existing protocols and requirements; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings.

County (LACDPH) and LACOE will routinely monitor LEA Subcontractor's progress in all elements of the project through routine reports and meetings. LEA Subcontractor will be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

3.1 Plan and Implement School-based Testing Programs in LEA K-12 school sites

- Develop or expand a comprehensive COVID-19 testing program that is ready for implementation during the 2021-2022 school year.
- Provide COVID-19 testing for staff and students in K-12 school sites and engaging in school activities.
- In coordination with County and LACOE, identify and engage with companies/vendors to support implementation of COVID-19 testing at schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA-compliant manner, and returning test results.
- Submit data via the IT systems and platforms identified and provided by LACOE to monitor a school-based testing program.
- As needed, designate or hire personnel support to implement and manage a school testing program. This may include, but is not limited to: logistics coordinator, school health services staff, reporting staff, and outreach staff.
- Order, receive and distribute test kits, PPE, and other necessary equipment for implementing school-based testing programs. Ensure testing companies, test suppliers, and laboratory vendors are approved by LACOE.
- Train personnel to administer the school testing program, including logistics, test administration, testing and monthly financial reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

- Report COVID-19 cases and close contacts to Public Health for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Conduct outreach and mobilization on school-based testing among students and their parents/guardians/families and staff.
- Collaborate with LACOE and County to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs. Leverage feedback for continuous quality improvement and to strengthen implementation.

3.3 Personnel Support

- Hire personnel as needed to support the implementation of the school testing program. This may include, but not limited to: testing coordinator, logistics coordinator, reporting staff, school health services staff, and community outreach staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing implementation for this project, as well as a timely response to issues that arise. Testing program staff will be reimbursed at County's reimbursement rate, currently $0.52 cents per mile to allow staff to travel to LEA sites.

3.4 Coordination

- Attend scheduled meetings and other ad hoc meetings with LACOE.
- Provide updates on progress as requested by LACOE.

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.
- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.

- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

LACOE and the LEA Subcontractor's responsibilities are as follows and those specified in Section 3 above LACOE and LEA Subcontractor:

4.1 LACOE Responsibilities

LACOE will allocate funding to LEA for implementation of school testing program. LACOE and the County Project Manager (County) will monitor LEA Subcontractor performance of the delivery of services specified in Section 3.0 above and provide direction relating to policy, information and procedural requirements. These responsibilities include, but are not limited to:

4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.

4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.

4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.

4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.

4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.

4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination,

collaboration, and learning regarding implementing and delivering school-based testing and health services.

4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.

4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.

4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

LEA Subcontractor will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures. Subcontractor is required to use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractor must work with LACOE who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractor may include, but are not limited to:

4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to

check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.

4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.

4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.

4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested (student and staff)
- Number of Testing Locations
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (type of test; total and positive tests)
- Total Positive Tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Reports

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period for determined categories (as outlined in a financial report template to be provided by LACOE, which will include but is not limited to submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

Request the amount of funds needed in the reporting period for the determined budget categories (as outlined in a financial request template to be provided by LACOE).

Final Reporting
Provide final programmatic and financial reporting data via template to be provided by LACOE.

4.2.5 Adhere to County protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector, available here: http://publichealth.lacounty.gov/acd/Diseases/EpiForms/COVID_OBlinelist_Education_Sector.xlsm

4.2.6 Participate in monthly meetings with LACOE and additional meetings as needed with LACOE, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:

- Providing programmatic, fiscal and administrative oversight of funds;
- Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
- Providing regular updates to LACOE regarding administration progress and challenges.
- Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided to LACOE in accordance with the requirements set forth in Section 7, below; and
- Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title

IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Subcontractor's programmatic lead will act as the liaison on behalf of the Subcontractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract.

5.1.5 Subcontractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Requirements

The requirements for the selected Subcontractor may include but are not limited to:

- One of the local education agencies (LEAs) that serve children in public and charter schools within Los Angeles County. LEA must be authorized for the 2021-2022 school year.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

6.0 PAYMENTS

6.1 <u>LACOE to Subcontractor</u>

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may

approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.
Subcontractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County or their designee, per the terms of this Contract.
Subcontractor shall provide a monthly invoice to LACOE that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by LACOE regarding the services for which claims are to be made and any and all payments made to Subcontractor. Invoices shall be submitted to LACOE within fifteen (15) calendar days after the close of each calendar month.

Subcontractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by LACOE; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at
http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Please see LA County contract for required financial documents.

6.2 Subcontractor to Other Subcontractors

For purposes of this Contract, subcontracts must be approved in advance in writing by LACOE or authorized designee(s). In the event that LACOE consents to any subcontracting, LEA Subcontractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by LACOE.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Subcontractor's Contract and this Statement of Work, other required reporting documentation may include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Planning documents as requested by LACOE to ascertain program development feasibility and status.
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by LACOE
- Final Reporting using template provided by LACOE, to include programmatic and financial data.

LEA Subcontractor Programmatic Lead:

Name:_____
Title: _____
Phone: _____
Email: _____
Address: _____

LEA Authorized Officials:

Name:_____
Title: _____
Phone: _____
Email: _____
Address: _____

Name:_____
Title: _____
Phone: _____
Email: _____
Address: _____

Notices to the LEA Subcontractor shall be copied to the following individuals:

Name:_____
Title: _____
Email: _____

Name:_____
Title: _____
Email: _____

Name:_____
Title: _____
Email: _____

EXHIBIT B

Contract No. PH-004608

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

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Exhibit B – Scope(s) of Work (Intentionally Omitted)
Exhibit C – Budget(s)
Exhibit D – Contractor's EEO Certification
Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
Exhibit G – Jury Service Program

UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification
Exhibit I – Federal Provisions
Exhibit J – County's Administration
Exhibit K – Contractor's Administration

Contract No. PH-004608

DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT

THIS CONTRACT "Contract" is made and entered on June 7, 2021,

by and between COUNTY OF LOS ANGELES
(hereafter "County")

and LOS ANGELES COUNTY OFFICE OF EDUCATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on March 4, 2020, the Board and the Department of Public Health (DPH) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country; and

WHEREAS, on October 13, 2020, the Board of Supervisors delegated authority to the Acting CEO, or her designee(s) which includes departments, in consultation with County Counsel, to enter into, execute, amend, and if necessary, terminate, agreements, including sole source, necessary to support of the County's continued efforts to assist and address the health, safety, and welfare of County residents during the COVID-19 pandemic and in compliance with requirements of the federal or state funding source for such agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide School-based COVID-19 Testing in K-12 Schools for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Assistance Listing Number 93.323, which have been designated as Reopening Schools Funds of which a portion has been designated to this contract; and

WHEREAS, Contractor is a subrecipient of this grant with all the duties and obligation of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation

of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work
Exhibit B – Scope of Work (Intentionally Omitted)
Exhibit C – Budget(s)
Exhibit D – Contractor's EEO Certification
Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
Exhibit G – Jury Service Program

Unique Exhibits

Exhibit H – Charitable Contributions Certification
Exhibit I – Federal Provisions
Exhibit J – County's Administration
Exhibit K – Contractor's Administration

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect through July 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through July 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars ($266,059,413), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. USE OF FUNDS:

A. The Contractor shall receive advances of the maximum obligation not to exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars ($266,059,413) with the first partial payment mutually agreed by the Parties on or around July 6, 2021 but no later than July 10, 2021 for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The County may approve other advances required by Contractor at County's sole discretion. Additional advances can be issued as agreed by County and Contractor. No written Amendment is required.

C. The Contractor shall invoice against the advancements only for the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

D. The Contractor shall provide a monthly invoice to the County. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

E. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month directly to the County’s Project Director per instructions herein provided in Exhibit J.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within sixty (60) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

G. If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

H. The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

I. If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

J. Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

K. The Contractor agrees to separate the funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Funds under this Contract shall be separated from any other funding received by the Contractor. Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Any interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

L. The Contractor agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Contract, less any administration, coordination, and management costs, which are not to exceed twelve percent (12%) of Program Funds. Such administrative, coordination, and management costs shall be in conformance with agreed upon term between County and Contractor.

M. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

N. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold 10 percent (10%) of payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	$2 Million
Products/Completed Operations Aggregate:	$1 Million
Personal and Advertising Injury:	$1 Million
Each Occurrence:	$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than $1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 Million per claim and $2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. The above Paragraphs A through E do not apply to the "LEA Database" software program to be developed through the course of this Contract which shall be jointly owned by the County and Contractor, in accordance with Federal grant requirements.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated

with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials which include reference to the County or its Departments utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material that reference funding shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail [“e-mail”]), upon Director’s

request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the

Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder

through any subcontract with a value or cost of ten thousand dollars ($10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statue, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

17E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any

and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the

County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization.* Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 9300 Imperial Highway, Downey, CA 90242. Contractor's business telephone number is (562) 922-6360, and electronic Mail (e-mail) address is Communications@lacoe.edu.

Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Acute Communicable Disease Control Program
313 North Figueroa Street, Room 212
Los Angeles, California 90012

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite #210
Commerce, California 90022

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) Los Angeles County Office of Education
Office of the Deputy Superintendent
9300 Imperial Highway
Downey, CA 90242

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the right to approve or disapprove the Contractor's Project Manager as referenced in Exhibit K. Contractor's Staff Identification: Contractor and its subcontractors will have identification when working on county facilities. The county shall provide appropriate visitor badges as necessary to access facilities at their own cost.

C. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will have passed a background investigation consistent with the requirements for employees of educational entities. This background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. During the term of the Contract, the County may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and

replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

During the term of the Contract, the Contractor may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the Contractor will not provide to County nor to County's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. If applicable, shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 45 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County

budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall use its existing system and procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The complaint procedure shall be made public.

C. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

D. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

E. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

F. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by

reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy:Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

Code), the Contractor shall adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such

subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES: Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

C. Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will continue to monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During any time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DATA ENCRYPTION: Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST S pecial Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for

Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

A. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

B. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the Paragraph, ALTERATION OF TERMS/AMENDMENTS, and received via communications facilities (facsimile, email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

48. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

50. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

52. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, either solely employees of the Contractor or employees of subcontractors and not employees of the County. The Contractor shall be solely liable and responsible for either furnishing or ensuring the furnishing of any and all Workers' Compensation benefits to any employee as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract. Contractor will notify all subcontractors performing work under this contract of the subcontractors' obligation to provide Workers' Compensation benefits to their employees performing work under this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

55. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

56. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

57. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information, to the other party.

58. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

documents which were required to be submitted, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act unless the County has failed or refused to provide the documents of its own decision or action.

64. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

66. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

67. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

68. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract. Personnel shall be qualified.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel, including in-service activities. Such activities shall be planned and scheduled in advance and shall be conducted on a continuing basis.

70. SUBCONTRACTING:

A. It is expected that the Contractor will engage various local education agencies as subcontractors. For purposes of this Contract, a subcontract template(s), proposed list of Subcontractors, associated funding allocation and/or any amendment to those must be approved in advance in

writing by Director or authorized designee(s). Contractor's request to Director for approval shall include:

(1) The list of proposed Subcontractors.

(2) The subcontract template which shall include a detailed description of the services to be provided by the subcontract.

(3) The associated funding allocations shall include the proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) Any amendment associated with the subcontract which shall identify any changes to the documents listed in (1) through (3) above. The amendment may take the form of a template and list of subcontract(s) that it will apply to.

(5) Any other information and/or certification(s) requested by Director.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all Subcontractors, and their officers, employees, and agents.

D. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County must provide advance notice, no less than 30 days, to Contractor of County's intent to withdraw consent. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right, from 30 days after providing notice to Contractor of County's intent to withdraw consent. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract and/or amendment(s) entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective

date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

E. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

G. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

H. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor a 45 calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or http://fraud.lacounty.gov.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

75. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT: Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

78. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

81. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

82. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

83. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Jun 7, 2021 19:24 PDT)

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LOS ANGELES COUNTY OFFICE OF EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

Karen Buehler

By Karen Buehler (Jun 7, 2021 14:51 PDT)

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (County) is the recipient of a three hundred two million, three hundred seventy-two thousand, nine hundred eighty-one dollar ($302,372,981) award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the $10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 school year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), County will work with the Contractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded from entering K-12 school campuses and allowed only to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will directly fund local education agencies (LEAs), or school districts and charter schools, to implement school-based testing and/or provide materials and equipment to facilitate testing in all LEAs in LAC. Contractor will also support LEAs, in coordination with County, in identifying and/or funding an information technology (IT) system that has the following capabilities to monitor testing including, but not limited to: on-the-ground logistics for the implementation of project; conducting registration and consent for testing; providing notification of results to testers; reporting positive results to County; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings. Contractor will also develop and/or implement an IT system that will support the programmatic, financial, and contractual monitoring.

County will routinely monitor Contractor and LEA Subcontractors' (Subcontractors) progress in all elements of the project through routine reports and meetings. Contractor will also be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

Contractor will provide the following services including but not limited to:

3.1 Support School-based Testing Programs in K-12 LEAs

- Allocate funding to Subcontractors to support school-based testing.
- Distribute funding to Subcontractors in a timely manner.
- Develop/implement an IT system to conduct programmatic, financial, and contractual monitoring. .
- Identify the necessary companies/vendors in coordination with County to support Subcontractors in implementing COVID-19 testing at their schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPPA protected manner, and providing guidance on returning test results.
- Purchase and support IT systems to monitor a school-based testing program for Subcontractors and to ensure test results are linked to public health action in a HIPAA compliant manner.
- Provide guidance to Subcontractors with hiring personnel to support implementation and management of school testing program. This may include, but not be limited to logistics coordinator, school health services staff, and data management and reporting staff.
- Procure and/or provide guidance to Subcontractors on the distribution and receipt of test kits, PPE, and other necessary equipment for implementing school-based testing programs.

- Provide guidance to Subcontractors on the training of personnel to administer the school testing program, including logistics, test administration, HIPPA compliant confidentiality, and results reporting to County.
- Support Subcontractors in reporting COVID-19 cases and close contacts to County for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Coordinate with Subcontractors to conduct outreach and mobilization on school-based testing among students and their parents/guardians and staff.
- Perform targeted outreach to LEAs in geographic areas across the County with high need communities as determined by the Social Vulnerability Index and COVID-19 case rate data to improve participation in school testing programs.
- Establish an account to allow Subcontractors to fund costs associated with school-based testing programs.
- Review data from school-based testing program in coordination with County to provide feedback to Subcontractors on continuous quality improvement and to strengthen implementation.
- Collaborate with Subcontractors to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs.

3.2 Personnel Support

- Hire personnel as needed to support the coordination, management, and administration of the school testing program. This may include, but not limited to: project coordinator, contracts and finance manager, data management staff, logistics coordinator, and school health services staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing technical assistance and monitoring of this project, as well as a timely response to issues that arise. County will reimburse at County's reimbursement rate, currently $0.52 cents per mile to allow staff to travel to LEA sites.

3.3 Coordination

- Attend scheduled meetings and other ad hoc meetings with County.
- Provide updates on progress as requested by County.

3.4 Monitoring and reporting

- Submit weekly progress report based on template provided by County on programmatic progress
- Submit monthly financial reports based on template provided by County.
- Submit quarterly assessment report based on a reporting template developed by Contractor and approved by County to assess the progress of districts' and schools' testing programs, identify program gaps, and develop an action plan to correct gaps.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows and those specified in Section 3 above the County and Contractor:

4.1 County Responsibilities

County's County Project Manager will monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to policy, information, and procedural requirements. County will provide and be fully responsible for programmatic oversight, including ensuring that the School-based COVID-19 Testing in K-12 Schools support efforts of LEA Subcontractors align with public health protocols for a cohesive approach and substantial reach across LAC in high need populations.

County responsibilities will include:

4.1.1 Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to develop and manage a project implementation plan with input from Contractor.

4.1.2 Provide input to Contractor in drafting the statement of experience for prospective Subcontractors.

4.1.3 Provide programmatic guidance to Contractor and be responsible for ensuring that Subcontractors follow County protocols. Designate staff, Partner Agency Liaisons, to provide ongoing technical guidance and support to agencies.

4.1.4 Provide input to Contractor in the drafting of templates for the Subcontractors' Agreement and standard Statement of Work.

4.1.5 Provide a template for the weekly progress report and monthly financial report submitted by the Contractor and Subcontractors.

4.1.6 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the Contractor to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2 Contractor Responsibilities

Contractor shall develop agreements with Subcontractors, with County input and approval, to deliver services to LEAs highly impacted by COVID-19. These responsibilities include, but are not limited to:

4.2.1 Develop in consultation to County's Project Manager an implementation plan to include agreed upon timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.

4.2.2 Oversee the disbursement of Program Funds to Subcontractors and conduct fiscal and administrative monitoring of Subcontractors. Submit copies of all required reporting (i.e. weekly progress report and monthly financial) to County for review and approval. Ensure clear communication to Subcontractors regarding requirements and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.

4.2.3 Develop tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractors.

4.2.4 Provide progress updates through weekly progress and monthly financial reports to County to justify allocation of funds among the Subcontractors.

4.2.5 Elicit and synthesize recommendations and lessons learned from Subcontractors, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.

4.2.6 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

4.2.7 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County's Project Manager.

4.2.8 Provide a template for quarterly assessment report to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2.9 Develop Subcontractor's agreement and statement of work templates, with approval of County, per this Exhibit A and the Contract.

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

5.1.1 Contractor shall designate one Project Manager who will oversee the School-based COVID-19 Testing in K-12 Schools project and act as the central point of contact with the County, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Contractor's Project Manager is responsible for:

- Providing fiscal and administrative oversight of funds;
- Providing guidance and recommendations on project planning, implementation, and selection of Subcontractors;
- Participating in meetings with the County, as requested, to discuss updates and/or concerns;
- Providing regular updates to County regarding Subcontractors' administration progress and challenges.
- Ensuring that the weekly progress reports, monthly financial reports, and quarterly assessment reports are provided to the County in accordance with the requirements set forth in Section 7, below; and
- Comply with as well as monitor Subcontractors' compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the County Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Project Manager shall have the following training and experience, including but not limited to:

- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
- Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.

5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.

5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

Contractor shall work with County to select and enter into agreements with an estimated 400 qualified Subcontractors that will coordinate the recruitment, hiring, supervision, and deployment of staff to conduct outreach and implementation of school-based testing among students and staff. Contractor will provide programmatic oversight and coordination across Subcontractors. Contractor will identify LEAs in geographic areas that meet the eligibility criteria below and collectively able to cover the high need communities across the County as determined by Healthy Places Index and COVID-19 case rate data. County will approve the available list of Subcontractors based on a review of meeting minimum requirements. The requirements for the selected Subcontractors may include but are not limited to:

- One of the LEAs that serve children in public and charter schools within Los Angeles County. This includes prioritized regions/neighborhoods and/or individuals/groups as indicated in Attachment 1 - Priority Communities, who have been disproportionately impacted by COVID-19 and the lack of resources related to the social determinants of health.

- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

5.3 Subcontractor Responsibilities

Contractor is required to coordinate across Subcontractors and ensure that the Subcontractors are using Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractors must work with Contractor who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractors may include, but are not limited to:

5.3.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with Contractor's Program Manager to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, and results notification, Subcontractor lead will serve as a liaison to and coordinate with County on site-level protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector.

5.3.2 Review and affirm ability to follow the standard implementation plan provided by Contractor, the latter in consultation with County, and completion of tracking tools to monitor progress.

5.3.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project

5.3.4. Submit weekly progress report and monthly financial report to the Contractor. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (total and positive tests)
- Total positive tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Report

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period by the following categories (as outlined in the financial report template):

- Salary
- Fringe
- Equipment
- Travel
- Supplies
- Other
- Contractual
- Indirect Costs

5.3.5 Assist County with ensuring that data are tracked using templates provided by County, which is to include but not limited to:

School Tests

- Number of tests performed.
- Testing Platform used (e.g., PCR, Antigen)
- Testing Location

- Test results
- Contact information for Agency lead
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons that tested positive.
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons on campus who were exposed to the person who tested positive

5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.

5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

The maximum amount of the Contractor Contract is $266,059,413. County will provide Contractor an advancement on or around July 6, 2021 but no later than July 10, 2021. The County may approve other advances required by Contractor as its sole discretion. Additional advances can be issued as agreed by County and Contractor.

Contractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

Contractor shall provide a monthly invoice to the County that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month.

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf

6.2 Contractor to Subcontractors

For purposes of this Contract, a subcontract template must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract template shall include:

- Template subcontract
- Template statement of work
- Template budget

In the event that the Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by County.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Contractor's Contract, the Contractor will submit Subcontractor's weekly progress reports and monthly financial reports using templates provided by County. Other documentation will include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by County

DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

Priority Individuals/Groups

- Alaska Native
- American Indian/Indigenous
- Asian
- Black/African American
- Native Hawaiian or Pacific Islander
- Latina/o/x
- Immigrants, including indigenous and undocumented individuals
- Limited English proficient communities
- Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, and Two-Spirited (LGBTQ+)
- People that are disabled
- Low-income individuals, including uninsured individuals and families
- Individuals experiencing homelessness
- Justice impacted people

DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

Priority Regions and Neighborhoods

The following list includes the most disadvantaged regions and neighborhoods based on the California Healthy Places Index (HPI). The list below may be updated accordingly based on any updates to HPI and should be used in coordination with COVID-19 case and vaccination rates to guide targeted outreach.

Azusa
Baldwin Park
Bell
Bell Gardens
Bellflower
Compton
Downey
East Los Angeles
East Rancho Dominguez
El Monte
Glendale
Glendora
Hawthorne
Inglewood
La Puente
Lancaster
Lawndale
Lennox
Long Beach
Los Angeles
Lowell
Lynwood
Montebello
Monterey Park
Norwalk
Palmdale
Paramount
Pico Rivera
Pico Union
Pomona
Rosemead
Rowland Heights
San Gabriel
Santa Clarita
Santa Fe Springs
South El Monte
South Whittier
Torrance
Westlake
Whittier

EXHIBIT C

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

LOS ANGELES COUNTY OFFICE OF EDUCATION

Budget Period
Execution Date
Through
July 31, 2022

Description	Amount
Salaries & Benefits	$8,156,852
Travel	$480,211
Equipment	$1,721,600
Supplies	$650,000
Other Costs • Training • Data storage • Software Development • Outreach • Facilities (storage, upgrade/refit existing spaces) • Logistics • Reprographics • Other Administrative	$4,586,000
Subcontracts • K-12 local education agencies (LEAs) • Communications • Lab reporting platform • Data software management & support • Implementation Evaluation & Research • Higher Education Partnerships • Fiscal Monitoring/Reporting Support	$247,562,284
Indirect Cost (10% LACOE Administrative Costs)	$2,902,466
TOTAL PROGRAM BUDGET	$ 266,059,413

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Patricia Smith

Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Patricia Smith DATE: Jun 7, 2021

PRINTED NAME: Pat Smith

POSITION: Chief Financial Officer

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles County Office of Education

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☑ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Patricia Smith

Signature

Jun 7, 2021

Date

Pat Smith Chief Financial Officer

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

A. Government means the United States of America and any executive department or agency thereof.

B. FEMA means the Federal Emergency Management Agency.

C. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non–Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

IV. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

C. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."

D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

E. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. **ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. **DAVIS-BACON ACT COMPLIANCE** (applicable to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Sonoma." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

1) The copyright in any work developed with the assistance of funds provided under this Agreement;
2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United

States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year)

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of $10,000)

See Termination for Convenience provision in underlying Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of $10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

XVII. CHANGES.

Any changes or modifications will be by written mutual agreement of the parties.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).

C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIII. DPH SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Patricia Smith

Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Patricia Smith

Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

COUNTY PROJECT DIRECTOR:

Name: Veronica Lee, PhD MPH
Title: Health Program Analyst III
Address:

Telephone: (213) 472-5432
E-Mail Address: Vlee2@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Edith Hernandez, MPH
Title: Health Program Analyst III
Address:

Phone:
E-mail: Ehernandez3@ph.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name:
Title:
Address:

Phone:
E-mail:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps
Title: Director II
Address: 9300 Imperial Highway
Downey, CA 90242

Telephone: (562) 221-1363
E-Mail Address: Phelps_Janice@lacoe.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith
Title: Chief Financial Officer
Address: 9300 Imperial Highway
Downey, CA 90242

Phone: (562) 922-6124
E-mail: Smith_Pat@lacoe.edu

Name:
Title:
Address:

Phone:
E-mail:

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez
Title: Deputy Superintendent
Address: 9300 Imperial Highway
Downey, CA 90242

Phone: (562) 922-6129
E-mail: Valdez_Arturo@lacoe.edu

Burbank Unified School District
Special Education Department

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:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to provide interpreters and translators for deaf and hard of hearing students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services. This agency is used as a back-up, emergency service when District employees are unable to provide the services required.

Fiscal Impact:

Not to exceed $10,000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Accommodating Ideas, Inc., to provide interpreting and translation for Burbank students, not to exceed $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of June 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Accommodating Ideas, Inc. hereinafter referred to as "Consultant."

Accommodating Ideas, Inc.	AITERPS@AI-ADA.COM	800-257-1783
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 3632 Smith Ave. #698	Acton,	CA	93510
	City	State	Zip

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

Board Approval Date: 07/15/2021 Account Code: 01.0-65000.0-57602-11901-5850-740000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $10,000.
2. The term of the Agreement shall be the period commencing on 07/16/2021 and terminating on 06/30/2022.
3. Consultant will provide the following services:

   Interpreters/Translators for DHH special education students.

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

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

Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to provide an auditory processing assessment for the Special Education Student 960029436, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents whose IEP's require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

Fiscal Impact:

Not to exceed $2,737.50.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Auditory Processing Center of Pasadena, to provide an auditory processing assessment for Special Education Student 960029436, not to exceed $2,737.50 (01.0-65000.0-57602-11900-5850-7440000), effective November 20, 2020 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was November 19, 2020. The IEP meeting exceeded the allotted time and the IEP team needed the assessor to attend a second IEP meeting to further discuss the assessment and appropriate support for Student 960029436. This amendment adds an additional $437.50 increasing the total not to exceed amount to $2,737.50.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 20th day of November 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Auditory Processing Center of Pasadena hereinafter referred to as "Consultant."

Auditory Processing Center of Pasadena	drbraun@auditoryprocessingctr.com	626-793-8711
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 22110 Clarendon St. #102	Woodland Hills	CA	91367
	City	State	Zip

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

Board Approval Date: ~~11/19/2020~~ 07/15/2021 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed ~~$2,300~~ $2,737.50.
2. The term of the Agreement shall be the period commencing on 11/20/2020 and terminating on 05/28/2021.
3. Consultant will provide the following services:
   Consultant to provide an auditory processing assessment for special education student 960029436
4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will submit invoices on a monthly basis and be paid after invoice has been processed.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

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

Tamara Schiern, Director of Special Education	Date	Consultant	6-18-21 Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services to provide vision therapy for the Special Education Student 160003888, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is obligated to provide 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:

Not to exceed $9,100.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide vision therapy for Special Education Student 160003888, not to exceed $9,100 (01.0-65000.0-57700-11900-5850-7440000), effective June 7, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of June 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Burbank Optometric Center, hereinafter referred to as "Consultant."

Payee's Name: Burbank Optometric Center Daytime Phone Number 818-845-3549 Email Address: bocappointment@gmail.com

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

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

Board Approval: 07/15/2021

Account Code: 01.0-65000.0-57601-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $175 per hour▪/ per day □/ per session ▪ for a total not to exceed $9,100 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 06/07/2021 and terminating on 06/30/2022.
3. Payment Terms: Net 45 Days

Consultant to provide 1 session per week of vision therapy for Special Education Student 160003888.

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

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

Tamara Schiern, Director of Special Education — Date

Nicholas Eugenio — 06/23/2021
Consultant — Date

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

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to provide interpreting and translation services for special education students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents whose IEPS require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

Fiscal Impact:

Not to exceed $225,000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Language Resources of America, LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $225,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 16, 2020 effective July 1, 2020 through June 30, 2021. The first amendment added an additional $80,000 increasing the total not to exceed amount to $160,000. The second amendment added an additional $40,000 increasing the total not to exceed amount to $200,000. This amendment adds an additional $25,000 increasing the total not to exceed amount to $225,000.

BURBANK UNIFIED SCHOOL DISTRICT

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

THIRD AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 16th day of April 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Language Resources of America, LRA Interpreters, Inc hereinafter referred to as "Consultant."

Language Resources of America, LRA Interpreters, Inc	org@lrausa.com	818-861-7844
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 1405 North San Fernando Blvd., Suite 202 Burbank, CA 91504
City State Zip

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

Board Approval Date: ~~07/16/2020 01/21/2021 05/06/2021~~ 07/15/2021 Account Code: 01.0-65000.0-57602-11901-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ ~~80,000 $160,000 $200,000~~ $225,0000.
2. The term of the Agreement shall be the period commencing on 07/01/2020 and terminating on 06/30/2021.
3. Consultant will provide the following services:
   Interpreters/Translators for special education students. Pursuant to LRA's 2020-2021 interpreting and translating fee schedules.
4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

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

Tamara Schiern, Director of Special Education	Date	Consultant	6-14-21 Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services to provide interpreters and translators for deaf and hard of hearing students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services. This agency is used as a back-up, emergency service when District employees are unable to provide the services required.

Fiscal Impact:

Not to exceed $30,000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Sign Up Interpreting Services, LLC, to provide interpreting and translation for Burbank students, not to exceed $30,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of June 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Sign Up Interpreting Services, LLC hereinafter referred to as "Consultant."

Payee's Name: Sign Up Interpreting Services, LLC Daytime Phone Number: 657-464-4192 Email Address: SignUpASL@gmail.com

Mailing Address: PO Box 941 Sunset Beach CA 90742

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

Board Approval: 07/15/2021 Account Code: 01.0-65000.0-57602-11901-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ 75 per hour☒/ per day □/ per session□ for a total not to exceed $ $30,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 07/01/2021 and terminating on: 06/30/2022.
3. Payment Terms: Net 45 Days

Interpreters/Translators for DHH special education students.

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

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

Tamara Schiern, Director of Special Education Date Consultant 6/22/2021 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.
Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for the Special Education Student 960031425, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $6,500.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Nancy A. Blum, Ph.D., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960031425, not to exceed $6,500 (01.0-65000.0-57602-11900-5850-7440000), effective February 24, 2020 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was April 16, 2020, effective February 24, 2020 through June 30, 2020. The first amendment extended the end date from June 30, 2020 to December 30, 2020. Due to COVID 19, the assessor was unable to complete the assessment until restrictions were lifted. This amendment extends the end date from December 30, 2020 to December 30, 2021 and adds an additional $500 increasing the total not to exceed amount to $6,500.

BURBANK UNIFIED SCHOOL DISTRICT

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

SECOND AMENDMENT AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of June 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Nancy A. Blum, Ph.D. hereinafter referred to as "Consultant."

and Nancy A. Blum, Ph.D. drnancy@drnancyblum.com 818-996-7579
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: 15915 Ventura Blvd. Ste. 202 Encino CA 91436-4433
City State Zip

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

Board Approval Date: ~~03/19/2020 06/04/2020~~ 07/15/2021 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed ~~$6,000~~ $6,500.
2. The term of the Agreement shall be the period commencing on 02/24/2020 and terminating on ~~06/30/2020~~ ~~12/30/2020~~ 12/30/2021
3. Consultant will provide the following services:
   Consultant will provide a Psychoeducational Evaluation and attend IEP meeting for Special Education Student 960031425.
   ****Consultant will provide protocols to the District if needed for due process****
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

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

Nancy A Blum 6/18/202

Tamara Schiern, Director of Special Education Date Consultant Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to provide interpreters and translators for deaf and hard of hearing students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services. This agency is used as a back-up, emergency service when District employees are unable to provide the services required.

Fiscal Impact:

Not to exceed $10,000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Purple Communications, to provide interpreting and translation for Burbank students, not to exceed $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of June 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Purple Communications hereinafter referred to as "Consultant."

Payee's Name: Purple Communications Daytime Phone Number: 800-900-9478 Email Address: kathryn.reid@purple.us

Mailing Address: 595 Menlo Drive, Rocklin, CA 95765

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

Board Approval: 07/15/2021

Account Code: 01.0-65000.0-57602-11901-5850-7440000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☐ for a total not to exceed $ $10,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 07/16/2021 and terminating on: 06/30/2022.
3. Payment Terms: Net 45 Days

   Interpreters/Translators for DHH special education students. Hourly Rate: General $74; General ER $104; Specialty $100; Specialty ER $130. Cancellations: BUSD will be billed in full for any assignment not canceled within two full business days notice remaining before the scheduled event. Mileage to be billed as incurred.

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

Burbank Unified School District of Los Angeles County

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

Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend an agreement for professional services to hire an intervener professional (as a consultant) to provide support for Special Education Student 160003888.

Discussion/Issues:

The District is obligated to provide services for students with Individualized Education Plans (IEPs) who attend our schools. The District does not have the staff to support Special Education Student 160003888, by contracting with an agency to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

No to exceed $98,683.30.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and Sonja Biggs Educational Services, Inc., to provide an intervener professional for Special Education Student 160003888, not to exceed $98,683.30 (01.0-65000.0-57602-11900-5850-7440000), 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 3, 2021. Due to the need of an intervener for Special Education Student 160003888 during Extended School Year (ESY), this amendment adds an additional $8,970.30 increasing the total not to exceed amount to $98,683.30.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Sonja Biggs Educational Services, Inc. hereinafter referred to as "Consultant."

Sonja Biggs Educational Services, Inc.	lindy.culler@sbesinc.com	855-525-7237
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 7493 Dornoch Court	Gilroy	CA	95020
	City	State	Zip

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

Board Approval Date: ~~06/03/2021~~ July 15, 2021 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed ~~$89.713~~ $98,683.30.
2. The term of the Agreement shall be the period commencing on 07/01/2021 and terminating on 06/30/2022.
3. Consultant will provide the following services:
   Consultant to provide intervener services for Special Education Student 160003888.
4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will submit invoices on a monthly basis and be paid after invoice has been processed.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

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

Lindy Culler — 6-10-21

Tamara Schiern, Director of Special Education — Date — Consultant — Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to conduct a Psychological-Educational Independent Evaluation for the Special Education Student 960001099, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $5,000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Sandra R. Kaler, R.N., Ph.D., to provide a Psychological-Educational Independent Evaluation and attend an IEP meeting for Special Education Student 960001099, not to exceed $5,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of June 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Sandra Kaler R.N., Ph.D. hereinafter referred to as "Consultant."

Sandra Kaler R.N., Ph.D.	skaler@ucla.edu	310-454-9998
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 860 Via de la Paz, Ste. E-Loft A	Pacific Palisades	CA	90272
	City	State	Zip

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

Board Approval Date: 07/15/2021 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 5,000.00.
2. The term of the Agreement shall be the period commencing on 07/16/2021 and terminating on 12/30/2021.
3. Consultant will provide the following services:

   Provide Psychological Independent Educational Evaluation for Student 960001099. Cost includes assessment, written report and conference call/Zoom for IEP.

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

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

		HD 6/22/21	
Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

Since 2017 the District has contracted with Hathaway-Sycamores Child and Family Services, a non-public agency from Pasadena, CA, to provide therapeutic services to students who attend Magnolia Park School, a Special Education Local Plan Area (SELPA) program for students with significant emotional and behavioral challenges. Magnolia Park is located on District property, adjacent to the school site of Monterey High School. The costs for student mental health services at Magnolia Park have historically been shared between three unified school districts (Burbank, Glendale, and La Canada) that comprise the Foothill SELPA. The rationale for contracting with this particular vendor was based on its ability to provide more direct on-site and community based Educational Support Services (ESS) to students enrolled at the school. ESS services are intensive mental health services provided to students during the week at school, at home and in the community.

District-Wide Goals, 2021-2022:

1.2 Continue developing and assessing intervention programs specifically for students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.

Discussion/Issues:

The rationale for contracting with Hathaway-Sycamores was based on their ability to provide more direct on-site and community based Educational Support Services (ESS) to students enrolled at the school. ESS services are intensive mental health services provided to students during the week at school, at home and in the community. These ESS services included twenty-four hour-a-day crisis intervention and after-care management. This embedded support team model has been successful in providing much more direct support for (all) students than had previously been provided by agencies in the past. Furthermore, this model of service delivery reduced the need for individually contracted ESS services at Magnolia Park. The current proposal is to continue with the same service delivery model for the 2021/2022 school year.

Fiscal Impact:

Not to exceed $195,405 from Special Education Mental Health funds for the 2021/2022 school year. As per agreement between the SELPA and the District, BUSD will incur these costs (up- front) and at the end of the school year, the program's expenses will be apportioned per Average Daily Attendance (ADA), based on District of residence, and each of the three districts will be expected to cover their students' costs.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Hathaway Sycamores, to provide Educationally Related Mental Health services for special education students at Magnolia Park School, not to exceed $195,405 (1.0-33270.0-57601-11800-5810-7440000) Effective July 16, 2021 through July 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of June 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Hathaway-Sycamores hereinafter referred to as "Consultant."

Hathaway-Sycamores	MauraFlaherty@hathaway-sycamores.org	626-395-7100 X5365
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 100 W. Walnut St. Ste. 375 Pasadena, CA 91124
City State Zip

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

Board Approval Date: 07/15/2021 Account Code: 01.0-33270.0-57601-11800-5810-7440000 ($172,241)
01.0-65460.0-57601-11800-5810-7440000 ($23,164)

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $___per month ☐ / per day ☐ / per session ☒ for a total not to exceed $195,405.
2. The term of the Agreement shall be the period commencing on 07/01/2021 and terminating on 07/31/2022.
3. Consultant will provide the following services:
   To provide mental health and case management services for student who attend Magnolia Park School.
4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will submit invoices on a monthly basis and will be paid after the invoice has been processed.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

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

06/28/2021

Tamara Schiern, Special Education Director Date Consultant Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Reimbursement to Parent for Transportation (Special Education)

Background:

Special Education Student 950101695 currently attends a Non Public School (NPS) in the local area. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Students' Parent has agreed to transport Student to and from school for the 2021-2022 school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

Not to exceed $8,064

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education, approve mileage reimbursement to the parents of Special Education Student 950101695 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $8,064, effective July 16, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Ratification of Reimbursement to Parent for Transportation (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for parent reimbursement to transport Special Education Student 160003888. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Due to Students' unique needs, Parent has requested to transport Student to and from school for the 2020 -2021 extended school year and the 2021 - 2022 regular school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

Not to exceed $264.32

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 160003888 to transport student from home to school, per IEP, not to exceed $264.32, effective July 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Ratification of Reimbursement to Parent for Transportation (Special Education)

Background:

Student 960002704 currently attends a Non Public School (NPS) outside the local area. Per Student's Individualized Educational Plan (IEP), Student's parent(s) is/are eligible to receive related services of travel reimbursement to cover one round trip to visit the student during the 2020/2021 and 2021/2022 regular school years.

Discussion/Issues:

The District is obligated to reimburse Student's Parent(s) for travel related costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parent(s).

Fiscal Impact:

Total not to exceed $3,000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education, ratify reimbursement to the parent of Special Education Student 960002704 visit student who attends a Non Public School (NPS), per IEP, not to exceed $3,000, effective May 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
SUBMITTED BY:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Amended 2021-2022 Courses and Instructional Minutes for the Independent Learning Academy

Background

In the 2014-2015 school year the District began offering courses at the Burbank Independent Learning Academy (ILA). Independent study is a different way of learning. In independent study, a student is guided by a teacher but usually does not take classes with other students every day, unless he or she is dually enrolled at the ILA and at a middle or high school. The student works independently and meets with a teacher at least once a week. One of the positives of independent study for high school students is that it provides flexible scheduling and allows students the opportunity to develop as self-directed learners. It also allows them to pursue other interests. While independent study students follow the District-adopted curriculum and meet the District graduation requirements, independent study offers flexibility to meet individual student needs, interests, and styles of learning.

The District selected Apex online curriculum provider as the curriculum for the Independent Learning Academy. This provider was selected because the District is already using some of their courses at the middle and high schools.

District-wide Goals for 2021-2022:

1. Students will be career/college ready via high quality instruction.

Discussion/Issues

The District is required to annually certify that the courses offered at the ILA are of the same rigor and educational quality as equivalent classroom-based courses. With the growth of the ILA, there is a need to expand course offerings to meet the needs of high school students. In addition, the courses must be aligned to the California State Standards. APEX Learning has realigned all of their respective courses when the standards were approved by the state. APEX Learning curriculum is recognized as a rigorous and high-quality program as evidenced by the vast majority of the courses being University of California (UC) approved. This was approved by the Board on June, 3, 2021 and then subsequently, the expansion of ILA's approved courses included AP Spanish and thus we are bringing it back for approval.

The charts below are the specific courses and the instructional minutes for each course that the ILA is offering to students:

Independent Learning Academy
List of Courses
Grades 9-12
2021-2022

Course	Semester/Year	Daily Equivalent Minutes	Total Days	Credits
English 9A APEX	S	240.00	22	5
English 9B APEX	S	240.00	22	5
English 10 A APEX	S	240.00	22	5
English 10B APEX	S	240.00	22	5
English 10A Honors APEX	S	240.00	22	5
English 10B Honors APEX	S	240.00	22	5
English 11A APEX	S	240.00	22	5
English 11B APEX	S	240.00	22	5
English 11A Honors APEX	S	240.00	22	5
English 11B Honors APEX	S	240.00	22	5
English 12A APEX	S	240.00	22	5
English 12B APEX	S	240.00	22	5
English 12A Honors APEX	S	240.00	22	5
English 12B Honors APEX	S	240.00	22	5
AP English Lang A APEX	S	240.00	22	5
AP English Lang B APEX	S	240.00	22	5
AP English Lit A APEX	S	240.00	22	5
AP English Lit B APEX	S	240.00	22	5
Creative Writing APEX	S	240.00	22	5
Media Literacy APEX	S	240.00	22	5
Reading Skills & Strategies APEX	S	240.00	22	5
Writing Skills & Strategies APEX	S	240.00	22	5
World History A APEX	S	240.00	22	5
World History B APEX	S	240.00	22	5
World History Honors A APEX	S	240.00	22	5
World History Honors B APEX	S	240.00	22	5
U.S. History A APEX	S	240.00	22	5
U.S. History B APEX	S	240.00	22	5

U.S. History A Honors APEX	S	240.00	22	5
U.S. History B Honors APEX	S	240.00	22	5
AP U.S. History A APEX	S	240.00	22	5
AP U.S. History B APEX	S	240.00	22	5
Geography & World Cultures APEX	S	240.00	22	5
Ethnic Studies APEX	S	240.00	22	5
Psychology APEX	S	240.00	22	5
Sociology APEX	S	240.00	22	5
Government APEX	S	240.00	22	5
AP Government APEX	S	240.00	22	5
Economics APEX	S	240.00	22	5
AP Micro Economics	S	240.00	22	5
Algebra 1A APEX	S	240.00	22	5
Algebra 1B APEX	S	240.00	22	5
Algebra 2A APEX	S	240.00	22	5
Algebra 2B APEX	S	240.00	22	5
Geometry A APEX	S	240.00	22	5
Geometry B APEX	S	240.00	22	5
Pre Calculus A APEX	S	240.00	22	5
Pre Calculus B APEX	S	240.00	22	5
Calculus A APEX	S	240.00	22	5
Calculus B APEX	S	240.00	22	5
Pre Calculus Honors A APEX	S	240.00	22	5
Pre Calculus Honors B APEX	S	240.00	22	5
AP Calculus AB A APEX	S	240.00	22	5
AP Calculus AB B APEX	S	240.00	22	5
AP Statistics A APEX	S	240.00	22	5
AP Statistics B APEX	S	240.00	22	5
Intro Algebra A APEX	S	240.00	22	5
Intro Algebra B APEX	S	240.00	22	5
Earth Science A APEX	S	240.00	22	5
Earth Science B APEX	S	240.00	22	5
Biology A APEX	S	240.00	22	5
Biology B APEX	S	240.00	22	5
Biology A Honors APEX	S	240.00	22	5
Biology B Honors APEX	S	240.00	22	5
Chemistry A APEX	S	240.00	22	5

Chemistry B APEX	S	240.00	22	5
Chemistry A Honors APEX	S	240.00	22	5
Chemistry B Honors APEX	S	240.00	22	5
Physics A APEX	S	240.00	22	5
Physics B APEX	S	240.00	22	5
Environmental Science A APEX	S	240.00	22	5
Environmental Science B APEX	S	240.00	22	5
Spanish 1A APEX	S	240.00	22	5
Spanish 1B APEX	S	240.00	22	5
Spanish 2A APEX	S	240.00	22	5
Spanish 2B APEX	S	240.00	22	5
Spanish 3A APEX	S	240.00	22	5
Spanish 3B APEX	S	240.00	22	5
AP Spanish A	S	240.00	22	5
AP Spanish B	S	240.00	22	5
French 1A APEX	S	240.00	22	5
French 1B APEX	S	240.00	22	5
French 2A APEX	S	240.00	22	5
French 2B APEX	S	240.00	22	5
PE 9A APEX	S	240.00	22	5
PE 9B APEX	S	240.00	22	5
PE 10-12 A APEX	S	240.00	22	5
PE 10-12 B APEX	S	240.00	22	5
Health/Careers A APEX	S	240.00	22	5
Health/Careers B APEX	S	240.00	22	5
Art Appreciation APEX	S	240.00	22	5
Informational Technology APEX	S	240.00	22	5
Music Appreciation A APEX	S	240.00	22	5
Music Appreciation B APEX	S	240.00	22	5
High School minutes are based on: 65,400 minutes per year				

Independent Learning Academy
List of Courses
Grade 8
2021-2022

Course	Semester/Year	Daily Equivalent Minutes	Total Days
English 8A APEX	S	240.00	22
English 8B APEX	S	240.00	22
Math 8A APEX	S	240.00	22
Math 8B APEX	S	240.00	22
Science 8A APEX	S	240.00	22
Science 8B APEX	S	240.00	22
PE 8A APEX	S	240.00	22
PE 8B APEX	S	240.00	22
Social Studies 8A APEX (U.S. History)	S	240.00	22
Social Studies 8B APEX (U.S. History)	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Independent Learning Academy
List of Courses
Grade 7
2021-2022

Course	Semester/Year	Daily Equivalent Minutes	Total Days
English 7A APEX	S	240.00	22
English 7B APEX	S	240.00	22
Math 7A APEX	S	240.00	22
Math 7B APEX	S	240.00	22
Science 7A APEX	S	240.00	22
Science 7B APEX	S	240.00	22
PE 7A APEX	S	240.00	22
PE 7B APEX	S	240.00	22
Social Studies 7A APEX (World History)	S	240.00	22
Social Studies 7B APEX (World History)	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Fiscal Implications

In the event that a student needs AP Spanish, and our current supplementary Spanish teacher does not teach the AP section, we would need to pay extra hourly to an AP Spanish teacher for a student to take the course.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the amended course list and instructional minutes for the Independent Learning Academy, effective July 1, 2021 through June 30, 2022, as presented.

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:	Wendy Heard, Director, Adult Education
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Phlebotomy Technician Training Program Agreement between Burbank Adult School and American University of Medical Technology

Background

Burbank Adult School (BAS) offers Career Technical Education courses to meet the needs of its students. Through a partnership with American University of Medical Technology (AUMT), BAS since the fall of 2017 offers a Phlebotomy Technician certification program to provide another certification for those students seeking a career in the field of health occupations. The partnership has been successful fiscally and continues to meet the career training needs of students who desire a career in health care occupations. The former agreement with AUMT expired on May 21, 2019 and was not renewed during the COVID Shutdown.

2020-2021 District-wide Goal(s):

1. Students will be career/college ready via high quality instruction

Discussion/Issues

BAS has offered a course for phlebotomy technician certification through an agreement with AUMT since the fall of 2017. The class is offered both the fall and spring semesters. The course provides BAS students who are enrolled in health occupations programs with the opportunity to enhance their certifications. Phlebotomy technicians are in demand as a growing occupation in healthcare. Along with classroom instruction, the course requires 40 hours of an externship placement in order to earn a certificate of completion.

Fiscal Implications

AUMT is providing the instructor and the supplies and equipment for this course. Students will register for the course through AUMT. BAS will provide the classroom where the course would be held and publicize the course in the fall and spring catalog. AUMT will pay BAS $500.00 per student enrolled in each course.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the agreement between Burbank Unified School District/Burbank Adult School and American University Medical Technology, to provide Phlebotomy Technician Certification training, effective July 15, 2021 through July 15, 2023, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

AUMT INSTITUTE
THE PHLEBOTOMY SCHOOL

MEMORANDUM OF AGREEMENT

AUMT INSTITUTE The Phlebotomy School 1225 W. 190th St. Gardena CA 90248
And
Burbank Adult School 3811 Allan Avenue, Burbank, CA 91505 (818) 558-4611

PURPOSE: This cooperative relationship between the above stated parties, hereto, is made and executed this 15th day of July 2021 for the purpose of jointly providing Phlebotomy Technician Certification courses to students enrolled at Burbank Adult School, as well as others who may not be enrolled.

The initial term of this agreement shall be from the date indicated above through 15th of July 2023 (2 years hence). At the end of the initial term, this agreement shall automatically extend from year to year to a maximum of 4 additional years from the initial agreement date. Either party may terminate this agreement by serving upon the other party a written notice, not less than ninety (90) days in advance of the termination on a date certain. Such termination shall not prevent those students already participating in the Phlebotomy Technician Certification courses from completing their course at Burbank Adult School.

RESPONSIBILITIES: AUMT INSTITUTE The Phlebotomy School understands and agrees to be responsible for the following;

1. Obtaining California Department of Public Health Laboratory Filed Services approval to provide classes at Burbank Adult School as an additional training location of AUMT INSTITUTE The Phlebotomy School.
2. Providing complete Phlebotomy Technician Training courses including a minimum of 40 hours of Externship Training at an approved affiliated Medical Facility.
3. Providing all supplies and equipment needed for staff and students in the referenced classes.
4. Providing competent California department of Public Health-Laboratory Field Services approved Instructors and necessary support staff to teach the referenced courses.
5. Contracting with California Department of Public Health-Laboratory Field Services approved Medical Facilities within a 30 mile radius of the college for student externship purposes.
6. Coordinating student placement at referenced externship sites for purposes of completing the State minimum 40 hour field requirement which shall include an equal balance of clinical laboratory assisting duties and administrative office duties including successful completion of 50 venipunctures and 10 skin punctures.
7. Paying to Burbank Adult School $500.00 per student enrolled in each course. This shall constitute AUMT Institute's financial obligation responsibilities to Burbank Adult School; pursuant to this arrangement.
8. To indemnify and hold harmless Burbank Adult School and its employees/agents from any and all claims, damages, judgments, actions, and causes of Acting arising out of the acts of omissions of AUMT, its employees and agents, including the cost, expenses and legal fees incurred defending any and all such claims, actions and lawsuits. Burbank Adult School agrees to give AUMT written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within 30-days after Burbank Adult School has knowledge thereof.
9. AUMT will provide limited accident insurance coverage for accidents caused by students. The professional liability insurance protection will be a minimum amount of one million dollars per

occurrence and three million dollars aggregate. The parties understand and agree that the responsibility of AUMT for accident coverage caused by students shall be limited to and controlled by the terms of AUMT applicable insurance policy then in effect. (see attached General liability Insurance)

RESPONSIBILITES: Burbank Adult School understands and agrees to be responsible for the following;

1. Advertising the Phlebotomy Technician Course in printed and online class schedules.
2. Providing an open classroom with a projector, whiteboard, and tables/chairs/desks to accommodate up to 25 students at any time.
3. Providing a locked storage cabinet or space to accommodate such in the classroom.
4. Providing any other reasonable accommodations necessary for provision of the course.
5. To indemnify and hold harmless AUMT, its employees, agents and students from any and all claims, damages, judgments, actions, and causes of action arising out of the acts or omissions of Burbank Adult School, its employees and agents, including the cost, expenses and legal fees incurred in defending any and all such claims, actions and lawsuits. AUMT agrees to give Burbank Adult School written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within 30-days after AUMT has knowledge thereof.

This agreement may be revised only by mutual written agreement by duly authorized agents for the parties hereto.

Authorized agent (print name)	Title	Date

Authorized agent (signature)

Tania Sañudo	Business Development Director	07/15/2021
AUMT INTSTITUTE (print name)	Title	Date

AUMT INTSTITUTE (signature)

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Rick Vonk, Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Agreement for Professional Services with AMS.NET (Special Use Funds)

Background:
The district has staff supporting mission-critical systems throughout the district, allowing the district's technical systems to function smoothly and addressing issues that arise promptly. With the departure of staff in these critical positions, the need to have readily available resources is critical in maintaining the district's technology infrastructure.

District-Wide Goals for 2021-2022:
4. Maintain efficient and effective operations

Discussion/Issues:
The district conducted a study with staff interviewing AMS about their qualification, certifications, overall knowledge, expertise in various systems, processes, and applications used within the district. Interviews were positive, allowed staff better insight into operations at AMS, and allowed staff to question various AMS engineers. Going through this process, district staff is more comfortable having AMS support district systems on an as-needed basis.

Fiscal Impact:
The fiscal impact is $18,400 for support services using funding from unfilled positions.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends the Board of Education approve an agreement with AMS.NET for professional services, not to exceed $18,400, (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.

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Price Quote

Customer

Burbank Unified School District
1900 W Olive Ave
Burbank CA, 91506-2438 US
ATTN: Rick Vonk

Ship To

Burbank Unified School District
1900 W Olive Ave
Burbank, CA 91506-2438
ATTN: Rick Vonk

Quote Description

80 Hour pFEX

Quote #	**#Q-00054483**
Project #	94792
Modified	6/4/2021
Account Mgr.	Greg Jaramishian
AM Phone	(562) 236-5325
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	9/1/2021

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
1	**AMS-MS-FLEX-PRE-20** $4,600 Block of Premium Flex Support Hours - 20 Hours	AMS.NET	4.00	$4,600.00	$18,400.00

Order Summary

Subtotal	$18,400.00
Adjustment	$0.00
Estimated Taxes	$0.00
Total	**$18,400.00**

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

AMS.NET
Technology Solution Provider

PREMIUM FLEX TIME

Consulting & Professional Services

AMS.NET provides consulting and professional services to supplement your technical staff and support complex technology solutions. Highly experienced engineers are available for advanced technical support where needed. Whether you need assistance with configuration changes, latency issues, design services, installation, multiple manufacturer integrations, troubleshooting or other professional services, our Premium Flex Time plans can be used for these services.

AMS.NET's highly-experienced team of engineers hold top tier certifications from Cisco/Meraki, HP, Aruba, Ruckus, Palo Alto Networks, Microsoft, VMware, Singlewire and others. Our host of services provide complex technical support for wireless, routing/switching, security, voice, paging, data center and other technology solutions.

Premium Flex Time plans are hourly blocks that do not expire. Response times are based on support request urgency. The Premium 24x7 option includes support after normal business hours. Premium plans provide a top-level engineer or customer preferred engineer for scheduled service and the top-level engineer that is available for cases that require an immediate response. Premium contracts are available starting at a block of 20 hours and 24x7 plans start at a block of 10 hours. Additional hours can be added to the premium plans in increments of 10 hours.

AMS.NET also offers a host of managed services for customizable, comprehensive coverage for all network or service related issues.



- Advanced Professional Services
- Local Certified Experienced Engineers
- Consulting, Installation & Troubleshooting
- Top Level or Preferred Engineer Provided
- Remote, On-Site and Telephone Support
- 4 Hour Response Time to Scheduled - Response Time Varies Based on the Flex Time Plan and Urgency of Support Need
- Standard Rate for Any Response Time
- Detailed Reporting and Portal to View Hours Used Against Blocks Purchased
- Hours Do Not Expire

Celebrating More Than 25 Years

Learn More!
Go to www.ams.net/services
800-893-3660

PREMIUM FLEX TIME

Eligible Flex Time Support

The Premium Flex Time support provides premium support for your routing/switching, wireless, security, voice/collaboration, paging, data center and other technologies. AMS.NET supports major manufacturers including Cisco/Meraki, HP, Aruba, Ruckus, Palo Alto Networks, Microsoft, VMware, Singlewire and others.

Agreement Features	Premium Flex Time Agreement
Routine Changes	✓
Moves/Adds/Changes	✓
Troubleshooting/Repair	✓
Project Management	✓
Equipment Replacement (with vendor support)	✓
Installation Services	✓
Complex Troubleshooting	✓
Redesign	✓
Upgrades/Updates	✓
Integration with Third Party Manufacturers	✓
Technical Design/Planning	✓
Top Level Engineer Provided	✓
Select Preferred Engineer	✓

Guidelines and Limitations

Flex Time plans do not expire and are available until the time and funds are depleted. New or additional purchases of Flex Time plans will be subjected to the new discount rates, guidelines and limitations.

A four hour technical response time is guaranteed based on the urgency of the support request during normal business hours. Normal business hours are Monday through Friday 8:00am to 5:00pm. 24x7 plans include after hours support.

On-site technical support consists of travel time both ways and a minimum of one-hour on-site then deducted in 30 minute increments. Remote technical support is deducted in 30 minute increments. Travel time is charged at $115/hr for both directions.

Business hours are Monday through Friday 8am to 5pm excluding company reserved holidays. Pre-scheduled after-business hour technical support is available Monday through Friday and Saturday from 5pm to 12am and requires a 24x7 Flex Time plan. Emergency after hours support requires a 24x7 Flex Time plan.

Hardware Replacement/RMA Support will be billed as one hour of technical support and actual shipping changes plus discount will be deducted from your Flex Time plan.

Lift rental and boom truck rental will be deducted per day with a half day minimum. Rental charges are not eligible for discount.

Frequently Asked Questions

Is there an expiration on the Flex Time Plan?

- No, Flex Time Plans do not expire.

Can I use my Flex Time plan for materials?

- No, your Flex Time plan is for technical support only.

How are the hours deducted from my Flex Time Plan?

- The hours are deducted as the technical service is performed.

Why do I need to pay for Flex Time plan before the service is performed?

- Flex Time plans provide a guaranteed response time when the support requires an immediate response. To ensure you receive that guaranteed response time you need to have a Flex Time plan prior to requesting service.

Is there a guaranteed response time?

- Flex Time plans provide a guaranteed response time of 4 hours when the service requested is urgent. All other non-urgent requests with be scheduled.

What installation warranty do I receive with the Flex Time plans?

- Flex Time plans do not guarantee an installation warranty. AMS.NET provides a 30-day installation warranty when services are quoted as a turnkey solution and bid only.

How do I contact AMS.NET for Technical Support?

- Contact Customer Service at **800-893-3660 x611** or **925-245-6111** or via email at **tac@ams.net**.

AMS.NET
Technology Solution Provider

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Approval of Award of Contract, Reliable Floor Covering Inc., Classroom Flooring Replacement in the "Miami Beach" Bungalows at John Burroughs High School (Deferred Maintenance)

Background:
The District is seeking to replace the old carpeting with new plank flooring in the six (6) bungalows (Miami Beach) at John Burroughs High School to prepare for the move of Independent Learning Academy (ILA) from the Adult School to John Burroughs High School.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The District received a proposal dated June 16, 2021 from Reliable Floor Covering Inc., to remove the current carpet and replace the flooring in the "Miami Beach" Bungalows at John Burroughs High School. District Staff would like to schedule this work and have it completed during summer break.

Fiscal Impact:
$39,603 (Deferred Maintenance)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Reliable Floor Covering Inc., for Classroom Flooring Replacement in the "Miami Beach" Bungalows at John Burroughs High School, effective July 16, 2021 through July 15, 2022, not to exceed $39,603 (140-00000.0-00000-85000-6250-432-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

June 16, 2021

Burbank Unified School District
510 So. Shelton St.
Burbank, Ca. 91506
Cell: 805-732-4896
Email: larrycross @burbankusd.org

Attn: Larry Cross
Re: Miami Beach School
Classroom Flooring Replacement , #8107,8106, 8104, 8105, 8103, 8102 & 8101

Dear Larry:

The following is the bid proposal for Miami Beach School.

Scope of Work: Furnish and install LVP style "Rigid Core Vantage" color "Hickory Beige-Staying Neutral" in all above classrooms. Furnish and install Johnsonite 4" rubber base color #283 Toast. Remove and dispose of existing glue down carpet. Furniture moving to be by others.

Total price tax included: $39,603.00

Customer Approval_____Date_____

Sincerely,

Jon Rumkin

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Approval of Award of Contract, Universal Asphalt, Asphalt Removal and Concrete Replacement, Childcare/Nursery Area at Monterey High School (Deferred Maintenance)

Background:
The District is seeking to remove the disintegrating blacktop in the infant care area at Monterey High School and replace it with concrete.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The District received a proposal dated November 4, 2020, from Universal Asphalt for asphalt removal and concrete replacement in the childcare/nursery area at Monterey High School. District Staff would like to schedule this work and have it completed during summer break.

Fiscal Impact:
$16,475 (Deferred Maintenance)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt for asphalt removal and concrete replacement in the childcare/nursery area at Monterey High School, effective July 16, 2021 through July 15, 2022, not to exceed $16,475 (140-00000.0-00000-85000-6170-530-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:
(562) 941-0201
(888) 941-0201
FAX:
(562) 941-4080

November 4, 2020

Burbank Unified School District
Facilities Services
510 S. Shelton Street
Burbank, CA 91506

Attention: **Larry Cross**
RE: *Asphalt Removal / Concrete Replacement*

Job Address: ***Monterey High School, 1915 W. Monterey Ave., Burbank***

PROPOSAL

Childcare / Nursery Area:

I. Remove approximately 500 Sf of existing asphalt.
II. Furnish and install 500 Sf of Concrete (4" thick w/ #4 rebar @16" OC).
III. Price includes one move-in.
IV. First class workmanship and materials.

Total Cost $16,475.00

PRICE GOOD FOR 30 DAYS
PRICE INCLUDES ONE MOVE IN
STANDARD EXCLUSIONS:
Rough grading, subgrade compaction, concrete work, base under concrete, engineering, testing, permits, bonds, fees, staking, utility adjustment and patching, striping and bumpers & guarantee for drainage where designed less than 1%.

Darren M. Houck, *Project Estimator*

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Approval of Award of Contract, Universal Asphalt, Bid 1314-032, Furnish and Install Slurry Seal and Striping, Stevenson Elementary School (Bond Fund)

Background:
The District is seeking to repair/fill cracks and seal the blacktop by the staff parking area at Stevenson Elementary School.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District received a proposal dated June 11, 2021, from Universal Asphalt for the slurry seal and striping at Stevenson Elementary School. District Staff would like to schedule this work and have it completed during summer break.

Fiscal Impact:
$9,975 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt to Furnish and Install Slurry Seal and Striping at Stevenson Elementary School, effective July 16, 2021 through July 15, 2022, not to exceed $9,975 (21.3-00000.0-91008-85000-6170-215-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:
(562) 941-0201
(888) 941-0201
FAX:
(562) 941-4080

June 11, 2021

Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

Attention: **Larry Cross**
RE: *Slurry Seal and Striping*

Job Address: ***Stevenson Elementary School, 3333 Oak St., Burbank***

PROPOSAL

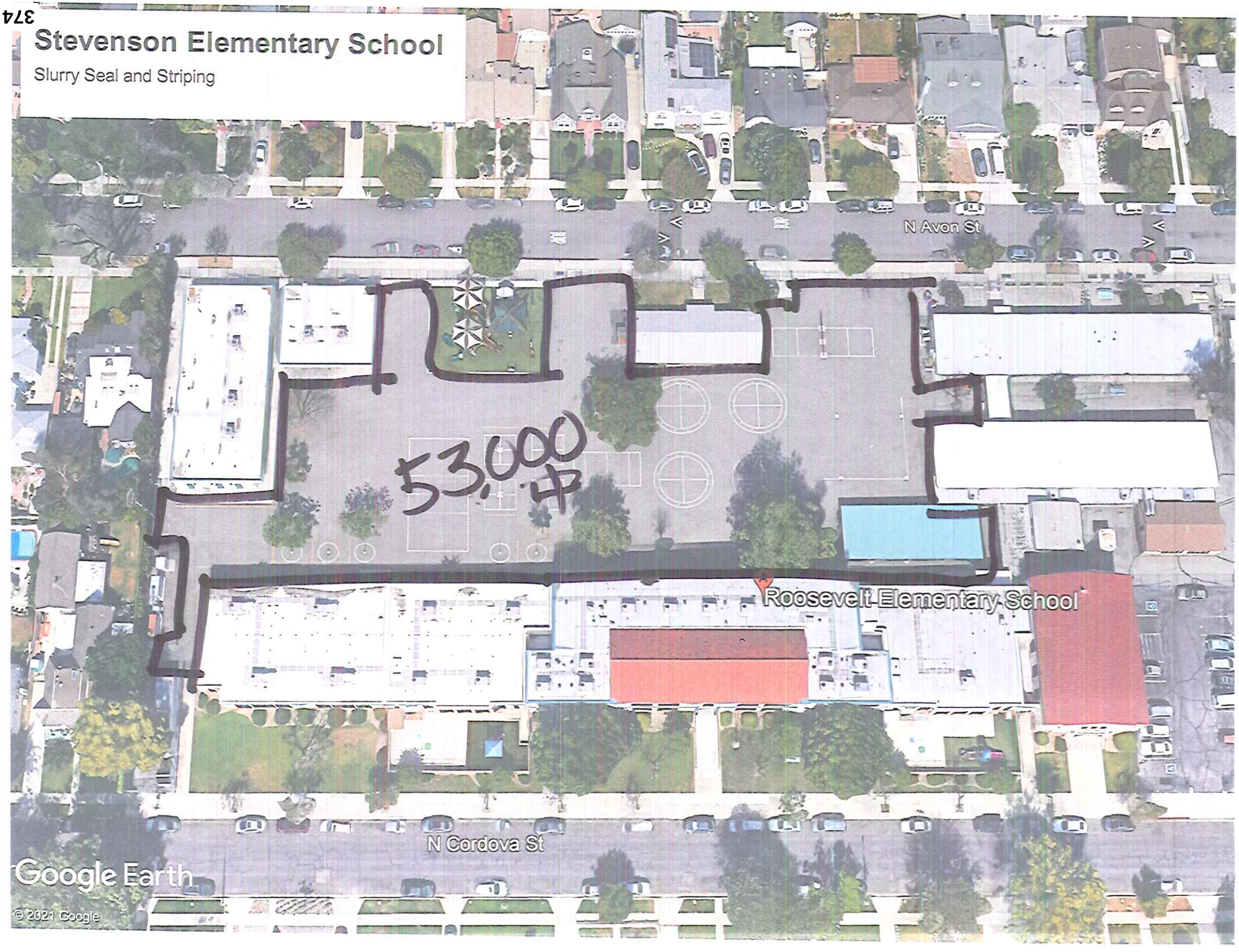
I. Furnish and install one coat of Slurry Seal to 53,000 Sf of existing asphalt.
II. Re stripe per existing layout.
III. Price includes one move-in.
IV. First class workmanship and materials.

Total Cost $9,975.00

Darren M. Houck, *Project Estimator*

Stevenson Elementary School

Slurry Seal and Striping



BUSD BID #1314-032

2019 ASPHALT UNIT PRICE BID
INDIVIDUAL PROJECT QUOTE

Project Name: Stevenson Elementary School Slurry Seal 6/11/2021
Site Name: Stevenson Elementary School
Address: 3333 Oak Street, Burbank

Pricing Requested by (District Contact): Larry Cross

Item #	Description		Bid Price	Quantity	Total Cost
	Group A.1 1" Cap over Existing A.C. Surface: Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
101	Step One Price per Sq. Ft.	500-3,000 sf	2.00		0.00
102	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.25		0.00
103	Step Three Price per Sq. Ft.	6,000-12,000 sf	1.00		0.00
104	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.95		0.00
105	Step Five Price per Sq. Ft.	Over 20,000 sf	0.85		0.00
	Group A.2 2" Cap over Existing A.C. Surface: Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
106	Step One Price per Sq. Ft.	500-3,000 sf	2.50		0.00
107	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.75		0.00
108	Step Three Price per Sq. Ft.	6,000-12,000 sf	1.55		0.00
109	Step Four Price per Sq. Ft.	12,000-20,000 sf	1.45		0.00
110	Step Five Price per Sq. Ft.	Over 20,000 sf	1.40		0.00
	Group B.1 3" A.C. Black Top-not including base or sub-grade preparation: Qualities below Step one will be contracted on a time and materials basis under				
111	Step One Price per Sq. Ft.	500-3,000 sf	3.25		0.00
112	Step Two Price per Sq. Ft.	3,000-6,000 sf	2.50		0.00
113	Step Three Price per Sq. Ft.	6,000-12,000 sf	2.10		0.00
114	Step Four Price per Sq. Ft.	12,000-20,000 sf	1.95		0.00
115	Step Five Price per Sq. Ft.	Over 20,000 sf	1.80		0.00
	Group B.2 4" A.C. Black Top-not including base or sub-grade preparation. Qualities below Step one will be contracted on a time and materials basis under				
116	Step One Price per Sq. Ft.	500-3,000 sf	3.75		0.00
117	Step Two Price per Sq. Ft.	3,000-6,000 sf	3.00		0.00
118	Step Three Price per Sq. Ft.	6,000-12,000 sf	2.55		0.00
119	Step Four Price per Sq. Ft.	12,000-20,000 sf	2.35		0.00
120	Step Five Price per Sq. Ft.	Over 20,000 sf	2.25		0.00
	Group B.3 6" A.C. Black Top-not including base or sub-grade preparation. Qualities below Step one will be contracted on a time and materials basis under				
121	Step One Price per Sq. Ft.	500-3,000 sf	6.00		0.00
122	Step Two Price per Sq. Ft.	3,000-6,000 sf	4.00		0.00
123	Step Three Price per Sq. Ft.	6,000-12,000 sf	4.00		0.00
124	Step Four Price per Sq. Ft.	12,000-20,000 sf	3.75		0.00
125	Step Five Price per Sq. Ft.	Over 20,000 sf	3.50		0.00
	Group C. Portable Building ADA Ramp Transition (Measured at Ramp Face)				
126	Step One 4" max height (Per Details 2101 and 2102)	EA	1,000.00		0.00
127	Step Two 4-6" height (per Details 2101 and 2102)	EA	1,200.00		0.00
128	Step Three 6-8: height (per Details 2101 and 2102)	EA	1,400.00		0.00

129	Step Four 8-10" height (per Details 2101 and 2102)	EA	1,500.00		0.00
	Group D.1 4" Base. Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
130	Step One Price per Sq. Ft.	500-3,000 sf	1.50		0.00
131	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.00		0.00
132	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.75		0.00
133	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.60		0.00
134	Step Five Price per Sq. Ft.	Over 20,000 sf	0.55		0.00
	Group D.2 6" Base. Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
135	Step One Price per Sq. Ft.	500-3,000 sf	1.50		0.00
136	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.10		0.00
137	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.80		0.00
138	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.75		0.00
139	Step Five Price per Sq. Ft.	Over 20,000 sf	0.65		0.00
	Group E. 2 Coasts Seal Coat				
140	Step One Price per Sq. Ft.	500-3,000 sf	0.65		0.00
141	Step Two Price per Sq. Ft.	3,000-6,000 sf	0.35		0.00
142	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.22		0.00
143	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.18		0.00
144	Step Five Price per Sq. Ft.	Over 20,000 sf	0.16	53,000	8,480.00
145	Minimum Charge		1,500.00		0.00
	Group F.1 Traffic Striping-One Coat White, Yellow, or Blue				
146	4" (10cm) Wide Line	Per Lf.	0.45	700	315.00
147	6" (15cm) Wide Line	Per Lf.	0.65		0.00
148	8" (21cm) Wide Line	Per Lf.	0.80		0.00
149	12" (31cm) Wide Line	Per Lf.	1.20		0.00
150	Traffic Arrow (per detail 2103)	EA	30.00		0.00
151	Handicap Symbol (per detail 2104)	EA	65.00		0.00
152	Curb Painting	Per Lf.	1.25		0.00
153	Minimum Charge		1,500.00		0.00
	Group F.2 Striping for Outdoor Play Areas: White, Yellow, Blue, or Red				
154	Play Circle (per Detail 2105)	EA	60.00	4	240.00
155	Play Circle Cross (per Detail 2105)	EA	70.00	4	280.00
156	Tetherball (per Detail 2105)	EA	50.00	2	100.00
157	Hopscotch (per Detail 2105)	EA	75.00		0.00
158	Ball Wall (per Detail 2105)	EA	80.00	1	80.00
159	Four Square (per Detail 2105)	EA	80.00	4	320.00
160	Basketball (per Detail 2105)	EA	280.00		0.00
161	Volleyball (per Detail 2105)	EA	160.00	1	160.00
162	U.S. Map (per Detail 2106)	EA	3,200.00		0.00
163	2" Wide Marking for Outdoor Play Areas	Per Lf.	0.40		0.00
164	Minimum Charge		1,000.00		0.00
	Group G. Parking Signage (Per details)				
165	Entry Sign-Fence (Detail 2107)	EA	125.00		0.00
166	Stall Sign (No Van Access) Fence Mounted (Detail 2108)	EA	125.00		0.00
167	Stall Sign (With Van Access) Fence Mounted (Detail 2108)	EA	125.00		0.00
168	Upgrade Price (Post Mount)	EA	150.00		0.00
	Group H. Parking Bumpers (Installed)				
169	4' Parking Bumpers (Per Detail 2109)	EA	40.00		0.00
170	6' Parking Bumpers (Per Detail 2109)	EA	50.00		0.00
171	Relocation of Existing Bumper, Incl. New Anchorage	EA	30.00		0.00

	Group I. Petromat: Qualities below Step one will be contracted on a time and materials basis under price group category Q.			
172	Step One Price per Sq. Ft.	500-3,000 sf	0.80	0.00
173	Step Two Price per Sq. Ft.	3,000-6,000 sf	0.65	0.00
174	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.45	0.00
175	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.35	0.00
176	Step Five Price per Sq. Ft.	Over 20,000 sf	0.30	0.00
	Group J. Redwood headers-includes all splices, stakes, etc.			
177	Step One Price 2" x 4" (Detail 2110)	plf	4.00	0.00
178	Step Two Price 2" x 6" (Detail 2110)	plf	4.50	0.00
	Group K. Pulverize Existing Asphalt			
179	Step One Price per Sq. Ft.	8,000-20,000 sf	0.55	0.00
180	Step Two Price per Sq. Ft.	20,000-40,000 sf	0.40	0.00
181	Step Three Price per Sq. Ft.	Over 40,000 sf	0.35	0.00
182	Minimum Charge for Quantities below 8,000 sf		5,500.00	
	Group L.1 Removal of Existing Concrete up to 4" thick - (Unreinforced): Qualities below Step one will be contracted on a time and materials basis under price group			
183	Step One Price per Sq. Ft.	500-1,000 sf	3.50	0.00
184	Step Two Price per Sq. Ft.	1,000-3,000 sf	2.00	0.00
185	Step Three Price per Sq. Ft.	3,000-6,000 sf	1.50	0.00
186	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.30	0.00
187	Step Five Price per Sq. Ft.	Over 12,000 sf	1.25	0.00
	Group L.2 Removal of Existing Concrete up to 4" thick (Reinforced): Qualities below Step one will be contracted on a time and materials basis under price group			
188	Step One Price per Sq. Ft.	500-1,000 sf	4.50	0.00
189	Step Two Price per Sq. Ft.	1,000-3,000 sf	3.00	0.00
190	Step Three Price per Sq. Ft.	3,000-6,000 sf	2.00	0.00
191	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.50	0.00
192	Step Five Price per Sq. Ft.	Over 12,000 sf	1.30	0.00
	Group L.3 Removal of Existing Asphalt up to 4" thick: Qualities below Step one will be contracted on a time and materials basis under price group category T.			
193	Step One Price per Sq. Ft.	500-1,000 sf	3.25	0.00
194	Step Two Price per Sq. Ft.	1,000-3,000 sf	2.00	0.00
195	Step Three Price per Sq. Ft.	3,000-6,000 sf	1.30	0.00
196	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.05	0.00
197	Step Five Price per Sq. Ft.	Over 12,000 sf	0.80	0.00
198	Per additional inch of thickness	psf	0.12	0.00
	Group M. Sawcutting			
199	Concrete (per lf)	Under 20 lf	350.00	0.00
200	Concrete (per lf)	Over 200 lf	2.00	0.00
201	Asphalt (per lf)	Under 200 lf	350.00	0.00
202	Asphalt (per lf)	Over 200 lf	2.00	0.00
203	Minimum Charge		700.00	0.00
	Group N. Removal of Existing Sod			
204	Step One Price per Sq. Ft.	0-500 sf	2.50	0.00
205	Step Two Price per Sq. Ft.	500-1,000 sf	1.75	0.00
206	Step Three Price per Sq. Ft.	1,000-3,000 sf	1.15	0.00
207	Step Four Price per Sq. Ft.	3,000-6,000 sf	1.10	0.00
208	Step Five Price per Sq. Ft.	6,000-12,000 sf	1.00	0.00
209	Step Six Price Per Sq. Ft.	Over 12,000 sf	1.00	0.00

	Group O. Grading, Scarifying, Recompacting, etc.			
210	Manual Grading	psf	0.15	0.00
211	Mcahine Fine Grading	psf	0.15	0.00
212	Cut/Fill On Site Soil	pcy	20.00	0.00
	Group P. Excavate and Export Native Soils			
213	Step One Price Per Cubic Yard	0-6 cy	100.00	0.00
214	Step Two Price Per Cubic Yard	6-20 cy	75.00	0.00
215	Step Three Price Per Cubic Yard	20-100 cy	65.00	0.00
216	Step Four Price Per Cubic Yard	100-200 cy	50.00	0.00
217	Step Five Price Per Cubic Yard	Over 200 cy	50.00	0.00
	Group Q. Small Paving Projects, Asphalt Crack Repair, Pot Hole Patching, etc.			
218	Hourly Rate (per 3 man crew)	per hour	500.00	0.00
219	Material Cost Asphalt	per ton	100.00	0.00
220	Material Cost Base	per ton	20.00	0.00
221	Material Cost Petromat	psf	1.00	0.00
	Group R. Rubberized Crack Repair (includes specified preparaton)			
222	Step One Price per Lf.	0-500 lf	3.00	0.00
223	Step Two Price per Sq. Lf.	500-2,000 lf	2.00	0.00
224	Step Three Price per Sq. Lf.	2,000-4,000 lf	1.75	0.00
225	Step Four Price per Sq. Lf.	4,000-6,000 lf	1.50	0.00
226	Step Five Price per Sq. Lf.	Over 6,000 lf	1.35	0.00
	Group S. Cold Planing			
227	Machine Cold Planing per hour		300.00	0.00
	Group T. Unforseen Conditions			
228	Mark up for Sub-Contractors or Labor (percent markup)		15%	
229	Mark up for Materials (percent markup) (Maynot exceed 15%)		15%	
230	General Laborer	phr	75	0
231	Operating Engineer	phr	90	0
232	Teamster	phr	75	0
233	Foreman	phr	100	0
234	Superintendent	phr	100	0
235	2 man survey crew	phr	200	0
236	3 man survey crew	phr	300	0
237	Estimator/Scheduler	phr	100	0
238	Temporary Fence Driven Posts	plf	6	0
239	Temporary Fence T-Stand 10' panel	each	60	0
240	Temporary toilet	per month	300	0
241	Mark up for Bonding when required (percent mark up)		%1_____	
	PROJECT TOTAL:			$9,975.00

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Approval of Award of Contract, Sportsfield Specialties Inc., Furnish and Install Tennis Court Netting and New Baseball Field Pads, John Burroughs and Burbank High School (Special Reserve)

Background:
The District is seeking to replace the failed netting at the Tennis Courts at John Burroughs High School and to replace the pad coverings at both Burbank High and John Burroughs Baseball Fields.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The District received a proposal dated May 5, 2021 from Sportsfield Specialties Inc. to install tennis court netting and new baseball field pads at John Burroughs and Burbank High Schools. District Staff would like to schedule this work and have it completed during summer break.

Fiscal Impact:
$18,749 (Special Reserve)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Sportsfield Specialties Inc., to Furnish and Install Tennis Court Netting and New Baseball Field Pads at John Burroughs and Burbank High School, effective July 16, 2021 through July 15, 2022, 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)

SALES QUOTATION

SPORTSFIELD SPECIALTIES
WWW.SPORTSFIELD.COM
Excellence from Design to Installation

Document Number	Document Date	Page
50858	**05/05/21**	**1/3**

Customer No.
C07186

Customer Reference No.
Burbank HS & John Burroughs HS

Sales Contact
Brian Spina
Direct: N/A
Cell: 714-308-7900
bspina@sportsfield.com

Bill-to Address:
Burbank Unified School District
1900 W Olive Ave
Accounts Payable
Burbank CA 91506-2438
USA

Ship-to Address:
Burbank Unified School District
510 S Shelton St
Burbank CA 91506-2818
USA

Item	Quantity	UoM	Price	Total
BFWPCL44	**6**	**Each**	**189.00**	**1,134.00**

BaseZone® Field Wall Pad - Size: 4'W x 4'H x 3-3/4"D, 3" High Impact Polyurethane Foam, UV Resistant Outdoor Vinyl Covering, 3/4" Moisture Resistant Composite Backing, Chain-Link Bolt and Aluminum Back-up Disk Attachment, 1-Year Manufacturer's Product Warranty

Remarks: for Burbank High School

BFWPCL44DG	**5**	**Each**	**258.00**	**1,290.00**

BaseZone® Field Wall Pad - Size: 4'W x 4'H x 3-3/4"D, 3" High Impact Polyurethane Foam, UV Resistant Outdoor Vinyl Covering, 3/4" Moisture Resistant Composite Backing, Chain-Link Bolt and Aluminum Back-up Disk Attachment, 1-Year Manufacturer's Product Warranty, Hi-Res Digitally Printed Graphics (Vector Art Provided by Customer)

Remarks: for Burbank High School

BFWPZ44	**8**	**Each**	**221.00**	**1,768.00**

BaseZone® Field Wall Pad - Size: 4'W x 4'H x 3-3/4"D, 3" High Impact Polyurethane Foam, UV Resistant Outdoor Vinyl Covering, 3/4" Moisture Resistant Composite Backing, Aluminum Z-Clip Wall Mounting System, 1-Year Manufacturer's Product Warranty

Remarks: for John Burroughs High School

BFWPZ44DG	**8**	**Each**	**291.00**	**2,328.00**

BaseZone® Field Wall Pad - Size: 4'W x 4'H x 3-3/4"D, 3" High Impact Polyurethane Foam, UV Resistant Outdoor Vinyl Covering, 3/4" Moisture Resistant Composite Backing, Aluminum Z-Clip Wall Mounting System, 1-Year Manufacturer's Product Warranty, Hi-Res Digitally Printed Graphics (Vector Art Provided by Customer)

Remarks: for John Burroughs High School

Carry Over: **6,520.00**

Printed By: dsohns

Printed On:
5/5/202112:45:53PM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@Sportsfield.com

SPORTSFIELD SPECIALTIES
WWW.SPORTSFIELD.COM
Excellence from Design to Installation

SALES QUOTATION

Document Number	Document Date	Page
50858	**05/05/21**	**2/3**

Carry Over: **6,520.00**

Item	Quantity	UoM	Price	Total
BSSN36	**3,600**	**Square Foot**	**0.75**	**2,700.00**
#36 Gauge Twisted, Knotted Black Nylon Ball Safety System Net, 2.6mm (0.102362") Diameter Twine, 345 lb. (156 kg.) Minimum Breaking Strength, 1-3/4" (44mm) Square Mesh, 0.0425 lbs. per Square Foot, Sewn Rope Binding on Perimeter Edges, Strong Resistance to Ultraviolet (UV) Light Degradation				
Remarks: 15 Feet x 240 Feet				
V-CUSTOM	**250**	**Each**	**2.00**	**500.00**
Generic Vendor Product				
CT1450B	**10**	**Package**	**7.00**	**70.00**
14" L x .190" W 50# Tensile Strength Black Nylon Cable/Zip Tie UV Stabilized (Bag of 100)				
PURCHP-0639	**4**	**Each**	**118.00**	**472.00**
1.9mm UC Braided Twine w/Dyneema in 8ply, Breaking Strength: 359 Lbs. Pure Pigmented Black. Approx 850ft /1-Lb Spool Item #: TUCS8-1NB				
INSTALL	**1**	**Each**	**6,267.00**	**6,267.00**
Installation service(s) per remarks.				
Remarks: Remove existing netting and install new netting No field protection included Sportfield to attach netting to current chain link fence Remove existing pads and install new backstop pads This is for (1) MOBLILZATION				

Payment Term Net30

Freight Shipping Type: **Bestway**

Description	Amount
Freight(D4) NC	1,168.10

Quotation Subtotal:	**$ 16,529.00**
Freight:	**$1,168.10**
Tax:	**$1,051.90**
Total Amount:	**$ 18,749.00**

Quotation Valid Until: 06/05/21

Remarks:
attn: LARRY CROSS

Quote Created By: Brian Spina

Printed By: dsohns

Printed On:
5/5/202112:45:53PM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@Sportsfield.com

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
2. All prices listed are in US Dollars
3. Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
4. All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation and the actual freight charges may be adjusted and will be invoiced at the time of product shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of the national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
5. Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
6. Wire transfers, prepayment by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
7. Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
8. Customer is responsible for approval and associated cost of any applicable local and state codes.
9. Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Approval of Award of Contract, Universal Asphalt, Bid 1314-032, Furnish and Install Slurry Seal and Striping, Bret Harte Elementary School (Bond Fund)

Background:
The District is seeking to reseal and strip to protect the newer existing blacktop at Bret Harte Elementary School.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District received a proposal dated June 11, 2021, from Universal Asphalt for the slurry seal and striping at Bret Harte Elementary School. District Staff would like to schedule this work and have it completed during summer break.

Fiscal Impact:
$25,131 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt to Furnish and Install Slurry Seal and Striping at Bret Harte Elementary School, effective July 16, 2021 through July 15, 2022, not to exceed $25,131 (21.3-00000.0-91008-85000-6170-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:
(562) 941-0201
(888) 941-0201
FAX:
(562) 941-4080

June 11, 2021

Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

Attention: **Larry Cross**
RE: *Slurry Seal and Striping*

Job Address: ***Bret Harte Elementary, 3200 W. Jeffries Ave., Burbank***

PROPOSAL

I. Furnish and install one coat of Slurry Seal to 147,300 Sf of existing asphalt.
II. Re stripe per existing layout.
III. Price includes one move-in.
IV. First class workmanship and materials.

Total Cost $25,131.00

Darren M. Houck, *Project Estimator*


Bret Harte Elementary
Slurry Seal and Striping
Bret Harte Elementary School
Google Earth
© 2021 Google

BUSD BID #1314-032

2019 ASPHALT UNIT PRICE BID
INDIVIDUAL PROJECT QUOTE

Project Name: Bret Harte Elementary School Playground Slurry Date: 6-11-21
Site Name: Bret Harte Elementary School
Address: 3200 W. Jeffries Ave., Burbank

Pricing Requested by (District Contact): Larry Cross

Item #	Description		Bid Price	Quantity	Total Cost
	Group A.1 1" Cap over Existing A.C. Surface: Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
101	Step One Price per Sq. Ft.	500-3,000 sf	2.00		0.00
102	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.25		0.00
103	Step Three Price per Sq. Ft.	6,000-12,000 sf	1.00		0.00
104	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.95		0.00
105	Step Five Price per Sq. Ft.	Over 20,000 sf	0.85		0.00
	Group A.2 2" Cap over Existing A.C. Surface: Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
106	Step One Price per Sq. Ft.	500-3,000 sf	2.50		0.00
107	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.75		0.00
108	Step Three Price per Sq. Ft.	6,000-12,000 sf	1.55		0.00
109	Step Four Price per Sq. Ft.	12,000-20,000 sf	1.45		0.00
110	Step Five Price per Sq. Ft.	Over 20,000 sf	1.40		0.00
	Group B.1 3" A.C. Black Top-not including base or sub-grade preparation: Qualities below Step one will be contracted on a time and materials basis under				
111	Step One Price per Sq. Ft.	500-3,000 sf	3.25		0.00
112	Step Two Price per Sq. Ft.	3,000-6,000 sf	2.50		0.00
113	Step Three Price per Sq. Ft.	6,000-12,000 sf	2.10		0.00
114	Step Four Price per Sq. Ft.	12,000-20,000 sf	1.95		0.00
115	Step Five Price per Sq. Ft.	Over 20,000 sf	1.80		0.00
	Group B.2 4" A.C. Black Top-not including base or sub-grade preparation. Qualities below Step one will be contracted on a time and materials basis under				
116	Step One Price per Sq. Ft.	500-3,000 sf	3.75		0.00
117	Step Two Price per Sq. Ft.	3,000-6,000 sf	3.00		0.00
118	Step Three Price per Sq. Ft.	6,000-12,000 sf	2.55		0.00
119	Step Four Price per Sq. Ft.	12,000-20,000 sf	2.35		0.00
120	Step Five Price per Sq. Ft.	Over 20,000 sf	2.25		0.00
	Group B.3 6" A.C. Black Top-not including base or sub-grade preparation. Qualities below Step one will be contracted on a time and materials basis under				
121	Step One Price per Sq. Ft.	500-3,000 sf	6.00		0.00
122	Step Two Price per Sq. Ft.	3,000-6,000 sf	4.00		0.00
123	Step Three Price per Sq. Ft.	6,000-12,000 sf	4.00		0.00
124	Step Four Price per Sq. Ft.	12,000-20,000 sf	3.75		0.00
125	Step Five Price per Sq. Ft.	Over 20,000 sf	3.50		0.00
	Group C. Portable Building ADA Ramp Transition (Measured at Ramp Face)				
126	Step One 4" max height (Per Details 2101 and 2102)	EA	1,000.00		0.00
127	Step Two 4-6" height (per Details 2101 and 2102)	EA	1,200.00		0.00
128	Step Three 6-8: height (per Details 2101 and 2102)	EA	1,400.00		0.00

129	Step Four 8-10" height (per Details 2101 and 2102)	EA	1,500.00		0.00
	Group D.1 4" Base. Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
130	Step One Price per Sq. Ft.	500-3,000 sf	1.50		0.00
131	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.00		0.00
132	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.75		0.00
133	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.60		0.00
134	Step Five Price per Sq. Ft.	Over 20,000 sf	0.55		0.00
	Group D.2 6" Base. Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
135	Step One Price per Sq. Ft.	500-3,000 sf	1.50		0.00
136	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.10		0.00
137	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.80		0.00
138	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.75		0.00
139	Step Five Price per Sq. Ft.	Over 20,000 sf	0.65		0.00
	Group E. 2 Coasts Seal Coat				
140	Step One Price per Sq. Ft.	500-3,000 sf	0.65		0.00
141	Step Two Price per Sq. Ft.	3,000-6,000 sf	0.35		0.00
142	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.22		0.00
143	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.18		0.00
144	Step Five Price per Sq. Ft.	Over 20,000 sf	0.16	147300	23,568.00
145	Minimum Charge		1,500.00		0.00
	Group F.1 Traffic Striping-One Coat White, Yellow, or Blue				
146	4" (10cm) Wide Line	Per Lf.	0.45	940	423.00
147	6" (15cm) Wide Line	Per Lf.	0.65		0.00
148	8" (21cm) Wide Line	Per Lf.	0.80		0.00
149	12" (31cm) Wide Line	Per Lf.	1.20		0.00
150	Traffic Arrow (per detail 2103)	EA	30.00		0.00
151	Handicap Symbol (per detail 2104)	EA	65.00	4	260.00
152	Curb Painting	Per Lf.	1.25		0.00
153	Minimum Charge		1,500.00		0.00
	Group F.2 Striping for Outdoor Play Areas: White, Yellow, Blue, or Red				
154	Play Circle (per Detail 2105)	EA	60.00	4	240.00
155	Play Circle Cross (per Detail 2105)	EA	70.00		0.00
156	Tetherball (per Detail 2105)	EA	50.00		0.00
157	Hopscotch (per Detail 2105)	EA	75.00		0.00
158	Ball Wall (per Detail 2105)	EA	80.00	1	80.00
159	Four Square (per Detail 2105)	EA	80.00		0.00
160	Basketball (per Detail 2105)	EA	280.00	2	560.00
161	Volleyball (per Detail 2105)	EA	160.00		0.00
162	U.S. Map (per Detail 2106)	EA	3,200.00		0.00
163	2" Wide Marking for Outdoor Play Areas	Per Lf.	0.40		0.00
164	Minimum Charge		1,000.00		0.00
	Group G. Parking Signage (Per details)				
165	Entry Sign-Fence (Detail 2107)	EA	125.00		0.00
166	Stall Sign (No Van Access) Fence Mounted (Detail 2108)	EA	125.00		0.00
167	Stall Sign (With Van Access) Fence Mounted (Detail 2108)	EA	125.00		0.00
168	Upgrade Price (Post Mount)	EA	150.00		0.00
	Group H. Parking Bumpers (Installed)				
169	4' Parking Bumpers (Per Detail 2109)	EA	40.00		0.00
170	6' Parking Bumpers (Per Detail 2109)	EA	50.00		0.00
171	Relocation of Existing Bumper, Incl. New Anchorage	EA	30.00		0.00

	Group I. Petromat: Qualities below Step one will be contracted on a time and materials basis under price group category Q.			
172	Step One Price per Sq. Ft.	500-3,000 sf	0.80	0.00
173	Step Two Price per Sq. Ft.	3,000-6,000 sf	0.65	0.00
174	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.45	0.00
175	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.35	0.00
176	Step Five Price per Sq. Ft.	Over 20,000 sf	0.30	0.00
	Group J. Redwood headers-includes all splices, stakes, etc.			
177	Step One Price 2" x 4" (Detail 2110)	plf	4.00	0.00
178	Step Two Price 2" x 6" (Detail 2110)	plf	4.50	0.00
	Group K. Pulverize Existing Asphalt			
179	Step One Price per Sq. Ft.	8,000-20,000 sf	0.55	0.00
180	Step Two Price per Sq. Ft.	20,000-40,000 sf	0.40	0.00
181	Step Three Price per Sq. Ft.	Over 40,000 sf	0.35	0.00
182	Minimum Charge for Quantities below 8,000 sf		5,500.00	
	Group L.1 Removal of Existing Concrete up to 4" thick - (Unreinforced): Qualities below Step one will be contracted on a time and materials basis under price group			
183	Step One Price per Sq. Ft.	500-1,000 sf	3.50	0.00
184	Step Two Price per Sq. Ft.	1,000-3,000 sf	2.00	0.00
185	Step Three Price per Sq. Ft.	3,000-6,000 sf	1.50	0.00
186	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.30	0.00
187	Step Five Price per Sq. Ft.	Over 12,000 sf	1.25	0.00
	Group L.2 Removal of Existing Concrete up to 4" thick (Reinforced): Qualities below Step one will be contracted on a time and materials basis under price group			
188	Step One Price per Sq. Ft.	500-1,000 sf	4.50	0.00
189	Step Two Price per Sq. Ft.	1,000-3,000 sf	3.00	0.00
190	Step Three Price per Sq. Ft.	3,000-6,000 sf	2.00	0.00
191	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.50	0.00
192	Step Five Price per Sq. Ft.	Over 12,000 sf	1.30	0.00
	Group L.3 Removal of Existing Asphalt up to 4" thick: Qualities below Step one will be contracted on a time and materials basis under price group category T.			
193	Step One Price per Sq. Ft.	500-1,000 sf	3.25	0.00
194	Step Two Price per Sq. Ft.	1,000-3,000 sf	2.00	0.00
195	Step Three Price per Sq. Ft.	3,000-6,000 sf	1.30	0.00
196	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.05	0.00
197	Step Five Price per Sq. Ft.	Over 12,000 sf	0.80	0.00
198	Per additional inch of thickness	psf	0.12	0.00
	Group M. Sawcutting			
199	Concrete (per lf)	Under 20 lf	350.00	0.00
200	Concrete (per lf)	Over 200 lf	2.00	0.00
201	Asphalt (per lf)	Under 200 lf	350.00	0.00
202	Asphalt (per lf)	Over 200 lf	2.00	0.00
203	Minimum Charge		700.00	0.00
	Group N. Removal of Existing Sod			
204	Step One Price per Sq. Ft.	0-500 sf	2.50	0.00
205	Step Two Price per Sq. Ft.	500-1,000 sf	1.75	0.00
206	Step Three Price per Sq. Ft.	1,000-3,000 sf	1.15	0.00
207	Step Four Price per Sq. Ft.	3,000-6,000 sf	1.10	0.00
208	Step Five Price per Sq. Ft.	6,000-12,000 sf	1.00	0.00
209	Step Six Price Per Sq. Ft.	Over 12,000 sf	1.00	0.00

	Group O. Grading, Scarifying, Recompacting, etc.			
210	Manual Grading	psf	0.15	0.00
211	Mcahine Fine Grading	psf	0.15	0.00
212	Cut/Fill On Site Soil	pcy	20.00	0.00
	Group P. Excavate and Export Native Soils			
213	Step One Price Per Cubic Yard	0-6 cy	100.00	0.00
214	Step Two Price Per Cubic Yard	6-20 cy	75.00	0.00
215	Step Three Price Per Cubic Yard	20-100 cy	65.00	0.00
216	Step Four Price Per Cubic Yard	100-200 cy	50.00	0.00
217	Step Five Price Per Cubic Yard	Over 200 cy	50.00	0.00
	Group Q. Small Paving Projects, Asphalt Crack Repair, Pot Hole Patching, etc.			
218	Hourly Rate (per 3 man crew)	per hour	500.00	0.00
219	Material Cost Asphalt	per ton	100.00	0.00
220	Material Cost Base	per ton	20.00	0.00
221	Material Cost Petromat	psf	1.00	0.00
	Group R. Rubberized Crack Repair (includes specified preparaton)			
222	Step One Price per Lf.	0-500 lf	3.00	0.00
223	Step Two Price per Sq. Lf.	500-2,000 lf	2.00	0.00
224	Step Three Price per Sq. Lf.	2,000-4,000 lf	1.75	0.00
225	Step Four Price per Sq. Lf.	4,000-6,000 lf	1.50	0.00
226	Step Five Price per Sq. Lf.	Over 6,000 lf	1.35	0.00
	Group S. Cold Planing			
227	Machine Cold Planing per hour		300.00	0.00
	Group T. Unforseen Conditions			
228	Mark up for Sub-Contractors or Labor (percent markup)		15%	
229	Mark up for Materials (percent markup) (Maynot exceed 15%)		15%	
230	General Laborer	phr	75	0
231	Operating Engineer	phr	90	0
232	Teamster	phr	75	0
233	Foreman	phr	100	0
234	Superintendent	phr	100	0
235	2 man survey crew	phr	200	0
236	3 man survey crew	phr	300	0
237	Estimator/Scheduler	phr	100	0
238	Temporary Fence Driven Posts	plf	6	0
239	Temporary Fence T-Stand 10' panel	each	60	0
240	Temporary toilet	per month	300	0
241	Mark up for Bonding when required (percent mark up)		%1_____	
	PROJECT TOTAL:			$25,131.00

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Ratification of Award of Contract, Izurieta Fence Company Inc., Bid 1920-012, Furnish and Reinstall Gate and Fence Panel with Extension, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project") over the next two (2) years, including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The drive thru gates on the Orange Grove side needed to be widened so trucks with the modular sections of the new two story building and cranes will fit through. The pedestrian gate is temporarily being removed and the two existing swing gates were extended. The existing gates are being saved to reinstall at a later date. The work was started as soon as possible in order to prevent a delay with the Disney Project.

Fiscal Impact:
$8,418.53 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Izurieta Fence Company Inc., Bid 1920-012, to Furnish and Reinstall Gate and Fence Panel with Extension for the Two-Story Modular Building Project at Walt Disney Elementary School, effective June 8, 2021 through June 8, 2022, not to exceed $8,418.53 (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.

IZURIETA FENCE CO.

3000 GILROY ST.
LOS ANGELES, CALIFORNIA 90039
(323) 661-4759 FAX (323) 661-4774
STATE LICENSE # 925951

PROPOSAL/CONTRACT

QUOTATION: 397

Website: Izurietafenceco.com
Email: Izurietafence@aol.com
DIR NO.1000009221

DATE: 06/08/2021

CUSTOMER:
Burbank Unified School District
T: 818-729-4400 F: 818-729-4483
1900 West Olive Avenue.
Burbank, CALIFORNIA, 91506
LarryCross@BurbankUSD.org

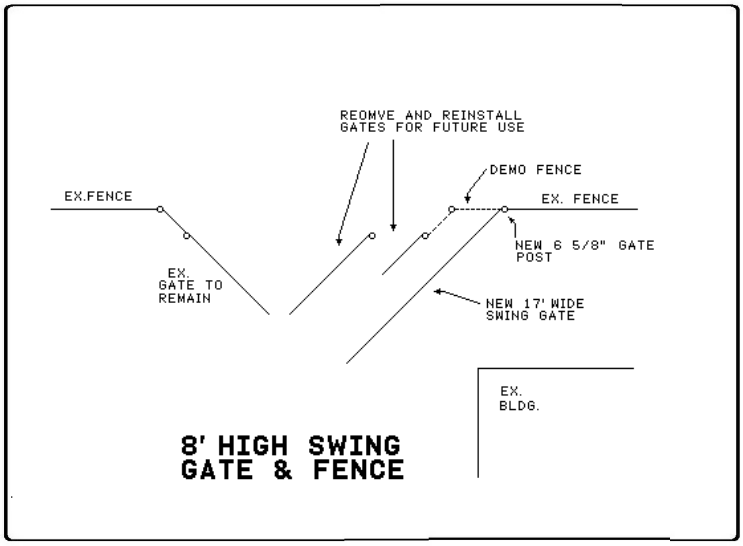
JOB LOCATION:
Walt Disney ES
1220 W Orange Grove Ave
Burbank, CA 91506

Notes:

FURNISH AND INSTALL:
*Remove and store existing 8'wide and 4' wide swing gate including wire, top rail, fittings and gate posts.
*(1)17'Wide x 8'High single swing gate with new 6 5/8" Dia gate posts.
*Re-install existing 8' wide, 4' wide and 8' high chain link fence to existing conditions.

MATERIALS:(GALVANIZED)
GATE POSTS-6 5/8"DIA x SCH 40
GATE FRAME- 1 5/8"DIA x WT 40
CHAIN LINK WIRE- 8'H X 9GA X 2" MESH

*TIME AND MATERIALS WORK
*ALL ACCORDING TO PLANS AND SPECIFICATIONS
*PREVAILING WAGE PROJECT



Approximate Start Date: _____

☐ Top to follow grade Level with: ☐ High ☐ Low ☐ Rack ☐ Step

Gate Swing: ☐ In ☐ Out

Property pins are: ☐ Exposed and Visible
☐ **NOT** exposed and visible
☐ To be located by others before installation

Subtotal	$
Tax	$
Grand Total	$ 8,418.53
Down Payment	$
BALANCE DUE	$

Buyer / Owner signature _____ Date _____

Printed name _____

Signature _____ Date _____

Printed name _____

TERMS & CONDITIONS

*IZURIETA FENCE COMPANY, INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

*FENCE COMPANY, INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer.

*IZURIETA FENCE COMPANY, INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does IZURIETA FENCE COMPANY, INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

*IZURIETA FENCE COMPANY, INC. will assume the responsibility for having underground public utilities located and marked. However, IZURIETA FENCE COMPANY, INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects.

*Additional charges for any extra work not covered in this contract that was requested by the customer will also be added as a change order.

*The full amount of this contract along with any additional charges will become payable upon completion of all work completed.

*Delinquent invoices subject to 1.5% service charge per month 25% re-stocking fee on all canceled orders.
*Collection costs/attorney's fees required to collect outstanding debt. shall be the responsibility of the customer.

*All materials will remain the property of IZURIETA FENCE COMPANY, INC. until all invoices pertaining to this job are paid in full.
*IZURIETA FENCE COMPANY, INC. will not and cannot be held responsible for scheduling conflicts, delays as a result of material shortages, or as a result of raw material unavailability, including power.

*Special conditions imposed by any permits issued on behalf of the owner and not noted on the plans or specifications will be considered to be outside the scope of work.

*IZURIETA FENCE COMPANY, INC., insurance limits are 5 million GL, 1 million Auto and Workers Comp. If additional coverage is required, a cost proposal will be provided for approval.

*IZURIETA FENCE COMPANY, INC. will provide evidence of General Liability, Workmen's Compensation and Business Automobile Insurance. In the absence of any WRAP or OCIP policy, IZURIETA FENCE COMPANY, INC., will have the exclusive right to review and alter all insurance requirements IZURIETA FENCE COMPANY,INC. may choose at it's discretion to add additional insurance premiums to the contract. Additions will be handled by Change Order and due upon presentation to the Owner or General Contractor.

*This proposal and notes must be accepted in it's entirety and made part of any subcontract and so specified, if a special form is used.

*Bid is based on a five (5) day work week (Monday - Friday, 7:00a - 3:30pm). Eight (8) hours per day, maximum.

*Section 7019- Contractors License Law: Under the mechanics' lien law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Exclusions: Unless other wise noted

*Engineering, Surveying, Staking, and Layout
*Welding QC Manager and/or Plan
*Concrete and/or Asphalt coring or saw cutting
*Clearing, Grading or Grounding
*Patching and Restoration or Potholing
*Location of Private Underground Utilities not Indicated in or on project plans Damage to Private Underground Utilities not properly located by other forces
*Design Services - Engineering Calculations Maintenance
*Permits
*Traffic Control
*Structural Calculations & Engineering
*Bond Premium (1.5%) & Bond Overruns Concrete Wash-Out Stations
*Temporary Fence
*Excludes pre and post construction photo/video.
*Pre-Construction Irrigation testing excluded.

*PAYMENT TERMS:50%UPON DELIVERY OF MATERIALS OR EQUIPMENT
*FINAL PAYMENT UPON COMPLETION OF WORK.

PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

CUSTOMER INITIAL _____
CUSTOMER INITIAL _____
SALESPERSON INITIAL _____

Job Information:	Quote No:

Materials						
Description	# of Items	Cost Per Item	Total			
6 5/8" X 10' 6" Gate Posts	1	$ 210.00	$ 210.00			
1 5/8" x 21' x SCH 40	5	$ 63.00	$ 315.00			
2" x 9ga x 8' High Chain Link Wire	17	$ 6.00	$ 102.00			
Concrete bags 60 LBS	5	$ 4.00	$ 20.00			
Fittings	1	$ 250.00	$ 250.00			

Total Cost	$ 897.00

Field Labor						
Description	Days	# of Men	Hours	Total Hrs	Wage Hrs	Total
Demo dig and set gate post	1	2	4	8	$ 220.61	$ 1,764.88
Install swing gate	1	2	4	8	$ 220.61	$ 1,764.88
Reinstall gates in the future	1	2	8	16	$ 220.61	$ 3,529.76
Apprentice	3			0	$ 35.06	$ -

Shop Labor						
Welding/ Fabrication	1	1	8	8	$ 30.00	$ 240.00
Dressing Gates				0	$ 30.00	$ -
Loading/ Off Loading Trucks				0	$ 30.00	$ -
Job Perp				0	$ 30.00	$ -

Total Days:	Total Men:	Total Hrs	Total:	$ 7,299.52
4	7	40		

Grand Totals:

Materials:		$	897.00
Sales Taxes	9.75%	$	87.46
Mark- Up	15.00%	$	134.55
	Total Materials:	$	1,119.01
Labor:		$	7,299.52
Workers Comp. (Hr)	$ -	$	-
General Liability Insurance (Day)	$ -	$	-
Pay Roll Tax:	0.00%	$	-
	Total Labor:	$	7,299.52
	Materials and Labor Total:	$	8,418.53
Overhead:			
Over Head Cost:	0%	$	-
	Total Overhead:	$	-
Sub Contractor:			5%
		$	-
		$	-
		$	-
		$	-
	Total Sub Contractor:	$	-
Other Cost:			
Per DM:	$ -	$	-
Hotel:		$	-
	Total Other:	$	-
	Sub-Total Before Profit:	$	8,418.53
Profit:	0.0%	$	-
Bond Cost:	0.00%	$	-
	Grand Total:	**$**	**8,418.53**

244	20'-0" Wide galvanized 1" Mesh	$ 2,941.50	ea
245	20'-0" Wide galvanized 2" Mesh	$ 2,765.01	ea
246	24'-0" Wide galvanized 1" Mesh	$ 3,529.80	ea
247	24'-0" Wide galvanized 2" Mesh	$ 1*023,24	ea

Group F.3 8'-0" Tall Rolling gate Including Hardware

249	12'-0" Wide galvanized 1" Mesh	$ 0*621,23	ea
250	12'-0" Wide galvanized 2" Mesh	$ 0*435,/4	ea
251	16'-0" Wide galvanized 1" Mesh	$ 1*/35,0/	ea
252	16'-0" Wide galvanized 2" Mesh	$ 0*74/,//	ea
253	20'-0" Wide galvanized 1" Mesh	$ 1*307,6.	ea
254	20'-0" Wide galvanized 2" Mesh	$ 1*043,.5	ea
255	24'-0" Wide galvanized 1" Mesh	$ 2*//6,/.	ea
256	24'-0" Wide galvanized 2" Mesh	$ 1*523,3/	ea

Group F.4 10'-0" Tall Rolling gate Including Hardware

257	12'-0" Wide galvanized 1" Mesh	$ 1*/15,4.	ea
258	12'-0" Wide galvanized 2" Mesh	$ 0*714,4.	ea
259	16'-0" Wide galvanized 1" Mesh	$ 1*307,6.	ea
260	16'-0" Wide galvanized 2" Mesh	$ 1*047,75	ea
261	20'-0" Wide galvanized 1" Mesh	$ 1*700,..	ea
262	20'-0" Wide galvanized 2" Mesh	$ 1*425,24	ea
263	24'-0" Wide galvanized 1" Mesh	$ 2*337,11	ea
264	24'-0" Wide galvanized 2" Mesh	$ 2*/74,32	ea

Group G.1 2'-0" Wide Close Up, Per Detail #203 (2" Mesh

265	6'-0" Tall	$ 072,/3	ea
266	8'-0" Tall	$ 121,/6	ea

Group H, Bollards (Per Details # 201 and 202)

	2" Diameter for HVAC Protection	$ 366,1.	ea
	4" Diameter for Traffic Bollard	$ 2/4,5/	ea
	6" Traffice diameter for Traffic Bollard	$ 415,11	ea

Group I. Time and Materials Work

270	Hourly rate (per 2 man crew)	$ 00.,4/	phr
271	Hourly rate (per 3 man crew)	$ 067,03	phr

Group J. Unforeseen Conditions:

Incidental items may be added to the scope of projects executed under this contract to reduce administrative expenses, assist the Owner, or facilitate construction operations. If unidentifed work is added to the scope to be completed either by the bidder, or with a subcontractor(s) on any project initiated under this bid: list the percentage mark-up that will be added to the actual cost or invoice, to cover the Bidder's overhead, profit, supervision, etc. (complete)

272	Subcontractor or Labor Cost (Percent Mark Up)	% 20	
273	Materials Cost (Percent Mark Up)	% 15	
274	Bonding Cost (When required), (Percent Mark Up)	% 1.5	

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Ratification of Award of Contract, Reliable Delivery Service, Move Containers, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project") over the next two (2) years, including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District needed three (3) containers on site at Disney Elementary School, moved as soon as possible for construction to get started. Work was completed in March 2021.

Fiscal Impact:
$1,100 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Reliable Delivery Service to Move Containers for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $1,100 (21.3-00000.0-91008-85000-5850-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Debbie Kukta, Assistant Superintendent, Administrative Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of 2021-2022 Facility Use Rates

Background:
In March 2012, the Board of Education revised its existing use of facilities policy. At that time, research was undertaken to update fees charged for facility usage based upon the District's direct costs of utilities, water, sewer, refuse, custodial and maintenance costs (for Direct Cost Fees), and based upon new construction costs per square footage (for Fair Rental Rate Fees). The new fee schedule was updated to include the new synthetic turf and track athletic facilities. A new facility use rate schedule was adopted at that time, based upon the research performed, and again in June 2013 and July 2015. Facilities use fees have not been updated since July 2015.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial and budget information.

Discussion/Issues:
The Assistant Superintendent, Administrative Services, and a subcommittee of the Superintendent's Budget Advisory Committee reviewed calculations for direct costs and compared line-item fees with several other districts.

On an ongoing basis, District staff will analyze the District Facility Use Rate schedule annually and bring the schedule back to the Board of Education for approval when changes are warranted.

Fiscal Impact:
Facility use rates will increase from the current rates that went into effect on July 1, 2015. Compounded California CPI over the period from 2015 to 2021 was 18.84% per School Services of California Dartboards. The average increase from current rates to the proposed rates is 21.80% for Tier II costs and 28.41% for Tier III costs; the increase to total revenue will depend on the blend of facility usage over time.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the 2021-2022 Facility Use Rates, as presented.

* * * PROPOSED * * *

BURBANK UNIFIED SCHOOL DISTRICT E 1330 (b)

FACILITY USE RATE SCHEDULE

As of August 1, 2021

	CATEGORY I (no fee)	**CATEGORY II (Direct)**	**CATEGORY III (Rental)** [4]
	BUSD-sponsored activities directly related to the educational program, or activities sponsored by statutorily approved youth group. (See BUSD Procedures)	Nonprofit organizations not directly related to District's educational program, and/or net proceeds are expended for the welfare of BUSD students. (+ Processing Fee)	Organizations engaged in fundraising or for-profit activities for which the net proceeds are not expended for the welfare of BUSD students. (+ Processing Fee)
SCHOOL BUILDINGS			
Regular Classroom	NO CHARGE	$15.00 per hour	$32.00 per hour
Lunch Shelters	NO CHARGE	$12.00 per hour	$26.00 per hour
Computer Lab [1]	NO CHARGE	$89.00 per hour	$100.00 per hour
Large Conference/Board Room	NO CHARGE	$30.00 per hour	$49.00 per hour
Restrooms (Boy and Girl) [3]	NO CHARGE	$7.00 per hour	$15.00 per hour
Elementary School MPR/ Auditorium (used as classroom)	NO CHARGE	$18.00 per hour	$55.00 per hour
Elementary MPR/Auditorium	NO CHARGE	$32.00 per hour	$80.00 per hour
Elementary School Kitchens [2]	NO CHARGE	$20.00 per hour	$40.00 per hour
Elementary Library	NO CHARGE	$18.00 per hour	$38.00 per hour
Middle School Kitchens [2]	NO CHARGE	$25.00 per hour	$48.00 per hour
Middle School Cafeteria/MPR	NO CHARGE	$45.00 per hour	$75.00 per hour
Middle School Auditorium	NO CHARGE	$50.00 per hour	$127.00 per hour
Middle School Library	NO CHARGE	$25.00 per hour	$43.00 per hour
Middle School Gym & Locker Rm	NO CHARGE	$48.00 per hour	$62.00 per hour
High School Gyms & Locker Rm	NO CHARGE	$59.00 per hour	$86.00 per hour
High School Auditorium	NO CHARGE	$59.00 per hour	$177.00 per hour
High School Library	NO CHARGE	$55.00 per hour	$76.00 per hour
High School Gym Snack Bar	NO CHARGE	$12.00 per hour	$20.00 per hour
High School Cafeteria [2]	NO CHARGE	$42.00 per hour	$92.00 per hour
High School Kitchen [2]	NO CHARGE	$30.00 per hour	$75.00 per hour
High School Music Room	NO CHARGE	$20.00 per hour	$60.00 per hour
HS Dance/Wrestling Room [3]	NO CHARGE	$25.00 per hour	$55.00 per hour
OTHER			
Food Service Worker (kitchen)	$32.00 per hour	$32.00 per hour	$32.00 per hour
OUTDOOR FACILITIES			
JBHS Memorial Field/Stadium	NO CHARGE	$294.00 per hour	$515.00 per hour
BHS Field/Stadium	NO CHARGE	$236.00 per hour	$412.00 per hour
Lights (evening) at stadium	NO CHARGE	$110.00 per hour	$115.00 per hour
Track (JBHS or BHS)	NO CHARGE	$80.00 per hour	$175.00 per hour
Soccer Fields (per playing field)	NO CHARGE	$40.00 per hour	$70.00 per hour
BUSD Lining of soccer fields	$125.00 per lined field	$125.00 per lined field	$150.00 per lined field
Parking Lots	NO CHARGE	$15.00 per hour	$31.00 per hour
Playground	NO CHARGE	$35.00 per hour	$45.00 per hour
High School Baseball Fields	Available to BUSD High School Coaches running outside camps ONLY		$75.00 per hour
Lights (Evening) High School Baseball Fields			$110.00 per hour
[1]	Includes required lab technician, computer usage, and room charge.		
[2]	BUSD Food Safety Certified staff must be present when cooking is planned (cost will be added)		
[3]	Restroom and locker room usage will require a BUSD custodian for cleaning		
[4]	All organizations renting under the fair rental Category III rates will require a security deposit		
Note:	**Custodial Fees will be charged at established overtime costs – 3-hour minimum.**		

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Lori Larson, EIIP Technician
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	July 15, 2021
SUBJECT:	Ratification of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services of Independent Contractor with Concentra is to provide post-offer, pre-employment physical examinations and special examinations, to include but not be limited to, drug screens, back screens, fit-for-duty and first aid only examinations, of certificated and classified employees.

Discussion/Issues:
This agreement provides the District with local occupational health services in the form of pre-employment physicals and screenings, fit-for-duty physicals, first aid only examinations and other related services. Concentra shall also advise the Superintendent of Schools or designee on medical matters.

Financial Impact:
The financial impact to the District is dependent upon hiring requirements of the District and specific classification requirements as well as frequency of need for special examinations. Commonly incurred charges are pre-employment physicals to be charged at $83.50, drug screenings to be charged at $60.00 and back screens which will range in price based on classification.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education ratify the Agreement between the Burbank Unified School District and Concentra to provide occupational health services in the form of pre-employment physicals and screenings, fit-for duty physicals, and first aid only examinations to cover the period of July 1, 2021–June 30, 2022 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Burbank Unified School District
AGREEMENT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT, made and entered into this 15th day of July, 2021 by and between

NAME:	Occupational Health Centers of California, A Medical Corporation (dba Concentra Medical Centers)
STREET ADDRESS:	5080 Spectrum Drive, Suite 1200W
CITY:	Addison, Texas 75001

hereinafter referred to as the Contractor and Burbank Unified School District of Los Angeles County, hereinafter referred to as the District,

W I T N E S S E T H:

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special professional services required; and

WHEREAS the Contractor provides personnel who are specially trained and experienced and competent to perform the special professional services pursuant to this agreement;

The parties hereto contract and agree as follows:

1. PERIOD OF AGREEMENT shall be from July 1, 2021 to June 30, 2022, for a variable number of sessions within that period. The agreement shall be subject to cancellation by either party on thirty (30) days written notice to the other, delivered to the last known address of the other party.
2. SERVICE TITLE of this Contractor shall be provider of Occupational Health Services.
3. DUTIES OF CONTRACTOR shall be:
    a. Provide pre-employment/post offer job-specific physical examinations consistent with State and Federal law.
    b. Special job-specific examinations consistent with State and Federal law.
    c. Advise Superintendent of Schools or designee on medical matters.
4. PAYMENT BY THE DISTRICT The District shall pay the Contractor at the rate of
    - $83.50 per pre-employment physical;
    - up to $60.00 for drug screens and;
    - up to $150.00 per special examination. (Any amount exceeding $150.00 must be preapproved by the District.)

    Payment to the Contractor shall be as billed monthly. The Contractor shall submit and invoice in duplicate to the District, upon completion of the services, indicating that services required were performed. The Contractor shall assume all expenses, including but not limited to, travel expenses, included by him in performance under this contract.
5. CREDIT AND PAYMENT Payment for services will be received by Contractor within thirty (30) days of invoice date, unless otherwise agreed to by parties. Any invoiced amount remaining unpaid after such date will be deemed “past due”.
6. AUTHORIZED DISTRICT REPRESENTATIVE Questions concerning the special services to be performed and the program in general will normally be referred by the Contractor to the Staff Representative authorized by the Superintendent. However, with

regard to this contract, the Superintendent of Schools shall serve as the Chief Executive Officer and Representative of the Board of Education in all major matters relating to these contract provisions.

7. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees, pupils or by any third persons.
8. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT While engaged in performance of this contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.
9. PHYSICIAN PROVIDER The parties acknowledge that Contractor does not and cannot employ the physicians who will be providing professional services under this Agreement (the "Physician Providers"), due to the corporate practice of medicine laws in the State of California. However, Contractor will arrange for the provision of such professional services by Physician Providers through a Professional Services Agreement ("PSA") with them. Contractor agrees that under the PSA, and Physician Provider will be required to have a valid certificate to practice medicine and surgery issued by the California State Board of Medical Examiners.

WITNESS the parties hereto the day and year first above written.

- Contractor -	- District -
Occupational Health Centers of California, A Medical Corporation (dba Concentra Medical Centers)	BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By: _____	By: _____
Jeffrey Wainstein, MD President and Treasurer	Matt Hill, Superintendent of Schools

Charge to: 01.0-00000.0-00000-72000-5861-7552000
11.0-00639.0-00000-27000-5861-5330000
12.0-60600.0-00000-27000-5861-7540000
12.0-61050.0-00000-27000-5861-7540000
12.0-60550.0-00000-27000-5861-7540000
13.0-53100.0-00000-37000-5861-7490000
01.0-65000.0-50010-27000-5861-7441000
01.0-00000.0-00000-72000-5862-7552000
01.0-90335.0-00000-27000-5862-7558000
01.0-00000.0-00000-72000-5860-7552000
01.0-00000.0-00000-72000-5861-7552000
01.0-00000.0-00000-72000-5860-7551000

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	July 15, 2021
SUBJECT:	Approval of Agreement– California State University, East Bay

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Background
The purpose of the Student Teaching Agreement with California State University, East Bay is to provide students with field experience through practice in schools and classes. Qualified students will assume teaching responsibility for their classroom.

Pursuant to the provisions of Section 44227 of Education Code, the governing board is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution.

Discussion/Issues
This program builds a relationship with California State University, East Bay, which expands the pool of qualified teachers. The District will provide support through field experience in schools and classes of the District for students of the University who are qualified for such assignments.

Fiscal Impact
None

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and California State University, East Bay to provide educational field experience, effective July 16, 2021 through June 30, 2025 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement No. C20_____

CALIFORNIA STATE UNIVERSITY, EAST BAY
STUDENT TEACHING EXPERIENCE AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of California State University, East Bay, hereinafter called University, and Burbank Unified School District, noted below, hereinafter called the District.

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

SPECIAL PROVISIONS

The TERM of the Agreement is for a period of five fiscal years: 07/16/2021 through June 30, 2025.

GENERAL TERMS

The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions, Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensation of either party. They shall not replace District staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provision credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

University students assigned to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

University students assigned to practice teaching in the District shall be effective for this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.

UNIVERSITY shall be responsible for damages caused by the negligence of its officers, employees and agents. FACILITY shall be responsible for damages caused by the negligence of its officers, employees and agents.

Execution of this contract is hereby requested.

CALIFORNIA STATE UNIVERSITY, EAST BAY **SCHOOL DISTRICT**

By_____Chris Chamberlain_____By _____

_____ _____

Interim Dean, College of Education & Allied Stud **Superintendent/Designee/Printed**

By_____Eric Engdahl_____

_____

Chair, Teacher Education Department

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CERTIFICATION

I, the duly appointed and acting clerk or Secretary of the Governing board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on:

_____, 20_____.

Month/Day

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the_____is hereby authorized to execute the same."

_____ _____

School District **County**

By _____

Clerk, Secretary (strike one) of the Governing Board of the School District

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	July 15, 2021
SUBJECT:	Approval of California Multiple Award Schedule (CMAS) Contract 3-19-0-3710A with Khepra Inc./Blue Box Air for Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting, District-Wide (Esser Fund)

Background:
The District would like to utilize California Multiple Award Schedule (CMAS) Contract 3-19-0-3710A with Khepra Inc./Blue Box Air for Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting Services to all 21 sites in the District. The CMAS mirrors the Federal Government State bulk procurement contract which represents the best pricing available. By approving this CMAS contract that has already been competitively bid out for the cleaning and disinfecting of the HVAC coils, the District will be able to move forward without having to go out to bid a second time.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The CMAS for Khepra Inc. is valid through September 20, 2023. This CMAS provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair, and Information Technology (IT) consulting services. Blue Box Air is a sub-contractor under Khepra Inc., utilizing the CMAS. Prior to the cleaning and disinfecting the units, the District is looking to do a full District-Wide HVAC inventory and assessment to develop a list of equipment, age, model, size, economizer equipped, and economizer function (fixed or variable).

Fiscal Impact:
To be determined by scope of work (Esser Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve California Multiple Award Schedule (CMAS) Contract 3-19-0-3710A with Khepra Inc./Blue Box Air for Heating, Ventilation, and Air Conditioning HVAC Cleaning and Disinfecting, District-wide, Esser (Covid) Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Khepra Inc

CMAS NUMBER:	**3-19-70-3710A**
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	7/10/2019 through 9/20/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	June 7, 2019 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&hash=B41342080DE511121ECC253A04D62AC90CED6123)
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QTCA18D00KZ
BASE SCHEDULE HOLDER:	Khepra Inc

This CMAS provides for the purchase, warranty and installation of hardware, hardware maintenance and repair, and Information Technology (IT) consulting services. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following change:

The email address has been replaced in the "Issue Purchase Order To" provision.

Supplement 1 replaces the original agreement in its entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: Statewide Contract Index Listing (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide contract listing). This requirement is not applicable to local government entities.

Original Signature on File

Effective Date: **5/11/2021**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KHEPRA INC
CMAS NO. 3-19-70-3710A, SUPPLEMENT NO. 1

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Please review these provisions carefully because they have changed.

The services provided under this CMAS are only in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Amazon Web Services(AWS)
Data Commun-Equipment
LAN/WAN-Wireless Network
IT Consult-E-Commerce
IT Consult-Programming
IT Consult-Project Mgmt
IT Consult-Project Planning
IT Consult-Quality Assurance
IT Consult-Strategic Planning
IT Consult-Website Design
IT Service-Website Maint
Security-Components

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

All of the job titles in the base schedule are available within the scope of this CMAS.

You may verify the following current information about the job titles available in the base schedule at the GSA eLibrary (www.gsaelibrary.gsa.gov):

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

EXCLUDED PRODUCTS AND/OR SERVICES

Public works services with a requirement for State contractor licensing, and order-level materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

Khepra Inc
28310 Roadside Drive, Suite 246
Agoura Hills, CA 91376
Attn: Gabriela Laskowski

E-mail: sales@khepra.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Gabriela Laskowski
Phone: (805) 914-5800 ext. 820
E-mail: glaskowski@khepra.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 225867264. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

CMAS contractor personnel shall have the experience, education and expertise as delineated in the base schedule.

DELIVERY

30 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."

- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

   Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

2. Local Governmental Departments:

   Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS agreements. A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCal, Chapter 5.A4.1 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified small business (SB) enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2008096 expires on 10/31/2021.

If this certification has expired, the current expiration date should be verified at: Cal eProcure (caleprocure.ca.gov/pages/index.aspx) or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
    a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
    b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
        i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
        ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
        iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
        iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

WITHHOLD LANGUAGE (SB588)

Option 1 – Withhold Language

Upon delivery or completion of ordered goods or services, for which the Contractor committed to DVBE subcontractor participation, state departments shall require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor shall provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after thirty (30) calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000.

Option 2 – No Withhold Language

During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

INTEGRATED SERVICES

Agencies are prohibited from using CMAS for large-scale information technology system integration projects except when specifically approved by the California Department of Technology.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the DGS OFAM surplus property website (www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

Information on the CALPIA E-Waste Program can be found at: www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

The E-Waste Exemption Request Form EWR-F029 can be found at: www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

CONSULTING OR PERSONAL SERVICES

To ensure sufficient expertise for all consulting or personal services, prior to issuing an order, the agency is required to review the resumes of all personnel the CMAS contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the base schedule.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task.

The aggregate of the fixed costs for all tasks constitutes the fixed price ceiling for all tasks described.

1. **Progress Payments**

   For an IT service CMAS, see the CMAS IT Terms and Conditions, Provision #75, CMAS Progress Payments & Risk Assessment.

2. **Outsourcing Services**

   Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

   Government Code (GC) § 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in Government Code (GC) §19130(b) can be met:

- Exempt under Constitution
- New State function and legislative authority
- Service not available; highly specialized or
- Technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings
- Emergency appointment
- Private counsel, with Attorney General (AG) approval and Governor's Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2)

When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (Government Code (GC) § 19130.b (3)).

Option 2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to nine months (1548 hours) per consultant within a twelve consecutive month period (Government Code (GC) § 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (Government Code (GC) § 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in Government Code (GC) § 19130(b).

3. **State Personnel Board Requirements**

State Personnel Board (SPB) approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

4. **Statement of Work**

A Statement of Work (SOW) must be prepared as applicable for each purchase order. Information regarding the preparation of a SOW is available at the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules), select "Statement of Work Information", Agencies are strongly encouraged to use this information when developing SOW requirements that will accompany the Request for Offer and the resulting purchase order.

5. **Follow-on Contracts Are Prohibited**

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (Public Contract Code (PCC) § 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

Approval of CMAS Orders for Non-IT Services

State agencies (not local governments) must send all CMAS orders for non-Information Technology services exceeding $50,000 to the CMAS unit for approval.

Also, State agencies entering into more than one CMAS contract for non-Information Technology consulting services with the same CMAS contractor within a 12-month period for an aggregate amount of $12,500 or more must have each contract approved by the CMAS unit.

For either of these situations, the following documents must be sent to the CMAS unit for review and approval prior to sending the order to the CMAS contractor:

- Signed purchase order document
- Signed Summary Agreement (Standard 215)
- Copy of Request for Offer (RFO)
- Listing of all CMAS contractors solicited
- Copies of all supplier's responses to the RFO
- Complete copy of awarded supplier's CMAS
- Copy of assessment and selection documents
- Certification for public relations services valued at $100,000 or more (SAM MM 12-07)

Send the purchase order documents to:

Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
Attn: CMAS Unit - PO Approval

Contractors must not accept purchase orders for non-IT services that exceed $50,000 unless they include the required approval stamp from DGS.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than $100,000	8 months	6 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

Cost	Installation	Final Bid Submission
More than $100,000	6 months	4 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

NOT SPECIFICALLY PRICED (NSP) ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.

6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCal, Chapter 2, Section 2.E3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

9. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and then select "File a CMAS Quarterly Report".

Important things to remember regarding CMAS Quarterly Business Activity Reports:

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies.
- New CMAS agreements and supplements will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	January 1 to March 31	Due April 15
Quarter 2	April 1 to June 30	Due July 15
Quarter 3	July 1 to September 30	Due October 15
Quarter 4	October 1 to December 31	Due January 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

CMAS contractors cannot charge local government agencies an additional charge on a separate line item to cover the incentive fee. The CMAS contractor must include the incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base schedule prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit **along with the applicable Quarterly Report**. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The provision for travel expense reimbursement is included.

It is important the agency and CMAS contractor discuss necessary travel requirements prior to issuing the purchase order because the detail and cost (only as allowed for in the CMAS) must be included in the agency purchase order to be payable.

State agencies may only reimburse travel and per diem expenses according to State travel time and per diem rules for State employees. All travel expenses must be incorporated into the purchase order. For the current travel and per diem reimbursement rates, go to the California Department of Human Resources' website (www.calhr.ca.gov).

Notwithstanding the CMAS provisions, the State will not be responsible for the cost of travel to bring contractor personnel from out-of-state to the job site (unless specifically arranged by agency in advance). If requested by the agency, the State will be responsible for reimbursement of travel expenses from one California agency site to another.

State agencies should refer to State Administrative Manual (SAM) § 0774 "Travel and Related Reimbursement of Persons Not State Employees", when transportation and per diem costs are to be reimbursed by the State. Reimbursement must be supported by receipts.

Local government agencies will pay travel and per diem expenses according to their statutory requirements.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

Important: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due-date for procurement documents.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Debbie Kukta, Assistant Superintendent, Administrative Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Secretary
DATE:	July 15, 2021
SUBJECT:	Approval of Amendment to Governmental Lease Agreement with Sharp Business Systems – Removal of Restocking Fee Language

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Background:
The District entered into the following lease agreements with Sharp Business Systems (Sharp) for the lease of copiers and printers throughout the District:

Governmental Lease Agreement(s) numbered and dated:	
# 41963931	8/27/19
# 41937698	9/26/19
# 41937699	10/28/19
# 41937700	2/27/20

District-Wide Goals for 2021-2022:
4. Maintain efficient and effective operations

Discussion/Issues:
The District requested, and Sharp agreed, to remove the language with respect to the restocking charge from the contract. The contract language will be revised as follows:

> You will pay all expenses of uninstalling, crating and shipping and insure the Equipment for its full replacement value during shipping.~~, and We may charge You a restocking fee equal to two (2) Lease Payments.~~

Fiscal Impact:
With this contract language change, the District has removed the possibility of being charged a restocking charge of $65,201.86 at the end of the lease term in 2024.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Amendment to Governmental Lease Agreement with Sharp Business Systems, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

SHARP®

SHARP BUSINESS SYSTEMS

Amendment to Governmental Lease Agreement

Governmental Lease Agreement(s) numbered and dated:

# 41963931	8/27/19
# 41937698	9/26/19
# 41937699	10/28/19
# 41937700	2/27/20

The above referenced Governmental Lease Agreement(s) (the "Agreement" or "Agreements") by and between Burbank Unified School District ("Lessee") and Sharp Electronics Corporation ("Lessor"), is hereby amended effective 3/31/2021. Capitalized terms used herein without definitions shall have the meanings given to them in the Agreement(s). It is expressly agreed by the parties that this amendment (the "Amendment") is supplemental to the Agreement(s), and that all the terms, conditions, and provisions of the Agreement(s), unless specifically modified herein, shall remain in full force and effect. In the event of any conflict between the provisions of this Amendment and any of the provisions of the Agreement(s), the provisions of this Amendment shall govern.

Lessee and Lessor agree to the following changes and/or modifications to the Lease:

> The sentence in TERMS AND CONDITIONS section 3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN; RESTOCKING FEE stating: "You will pay all expenses of uninstalling, crating and shipping and insure the Equipment for its full replacement value during shipping, and We may charge You a restocking fee equal to two (2) Lease Payments" is revised to: "You will pay all expenses of uninstalling, crating and shipping and insure the Equipment for its full replacement value during shipping."

In witness whereof, the parties have executed this Amendment effective as set forth above.

Sharp Electronics Corporation ("Lessor")	Burbank Unified School District ("Lessee")
By: _____	By: _____
Name: Christopher Hart	Name: Debbie Kukta
Title: Director- Enterprise Business Group	Title: Assistant Superintendent, Administrative Services