BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, November 21, 2019

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

Burbank City Hall
275 E. Olive Avenue
Burbank, California

AGENDA

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

1. CALL TO ORDER

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Comments and Responses

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

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

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

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

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

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

3.e Report on Findings by Administrative Hearing Panel Under Education Code Section 48900(c)
The Board of Education will meet in closed session, pursuant to Education Code Section 48900(c), and 48915(c3), to consider the recommendation of the Administrative Hearing Panel for expulsion of Student 960007209, as presented in Confidential Exhibit 3e.

3.f 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 960024870 and 960032205

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of Ed100 Online Education Program Graduates
Roberta Reynolds, President, Board of Education, will facilitate the recognition of the graduates of the Ed100 online education program.

9. REPORTS FROM THE BOARD

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

10. REQUESTS TO ADDRESS THE BOARD

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

10.b Staff Responses

10.c Board Members' Comments and Responses

11. REPORTS TO THE BOARD

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

11.b Report on Assistant Superintendent Kukta's First 100 Days in Office
Debbie Kukta, Assistant Superintendent, Administrative Services, will report on her First 100 Days in Office, as presented.

First 100 Days.pdf

11.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.

11-21-19 Facilities and Technology PP 112119Published.pdf

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

12.a Public Disclosure of the 2018-2019 Negotiated Amendment to 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
The Board of Education will hold a Public Hearing, in compliance with provisions 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 2018-2019 Amendment to the Current Collective Bargaining Agreement between the Burbank Unified School District and the California School Employees Association, Chapter 674, as presented.

CSEA Public Hearing.pdf

13. NEW AND/OR UNFINISHED BUSINESS

13.a Approval of the 2018-2019 Negotiated Amendment to 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
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the negotiated 2018-2019 Negotiated Amendment to 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, as presented.

CSEA Approval.pdf

13.b Adoption of Resolution 19 - Recognizing December 10, 2019 as Human Rights Day
Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 19 recognizing December 10, 2019 as Human Rights Day, as presented.

Adoption of Resolution 19_Human Rights Day_112119.pdf

13.c Amended Easement Deed to the City of Burbank, John Muir Middle School
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended Easement Deed to the City of Burbank, as presented.

Muir Easement Amendement.pdf

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

Policy Updates_July 2019_2nd Read_112119.pdf

13.e Adoption of Resolution 20 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 20 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 20 - Reduction in Force.pdf

13.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_112119.pdf

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

14.a Action on Student Expulsion
The Board of Education will take action in public session pursuant to Education Code Section 48900 (c), 48915(a1), and 48915(c3) on the expulsion recommendation by the Administrative Hearing Panel for Student 960007209, as presented in Confidential Exhibit 3e.

14.b Action on Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960032205, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective November 4, 2019 through July 2, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960032205_Settlement Agreement (Board Report).pdf

14.c Action on Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960024870, at a cost of $45, 000 to the District (01.0-65000.0-50010-36000-5813-7440000), effective November 6, 2019 through August 1, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960024870_Settlement Agreement.pdf

14.d Approval of Personnel Report Number 19-20-09
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 19-20-09, covering Certificated and Classified personnel, and consisting of Pages 1 to 22 inclusive, as presented.

Personnel Report.pdf

14.e 2019-2020 Purchase Order Report
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2019-2020 as listed through October 28, 2019, as presented.

2019-2020 Purchase Order Report.pdf

14.f Approval of Warrants
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $7,642,269.09 and commercial warrants in the total amount of $2,406,858.87, as presented.

Warrants.pdf

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

Approval of Instructional Consultants_Redacted.pdf

14.h Ratification of Master Contract for Nonpublic, Nonsectarian School (Special Education)
Tamara Schiern, Director, Special Education, recommends that the Board of Education ratify the Master Contract for special education students, to be provided by Lakemary School, Nonpublic, Nonsectarian School, effective November 01, 2019 through June 30, 2020 (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Master Contract for Nonpublic, Nonsectarian Agencies/Schools, effective July 1, 201 through June 30, 2020, was approved by the Board of Education June 6, 2019.

Ratification of Amended Master Contract.pdf

14.i Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation, to provide clinical psychology services for selective mutism for Special Education Student 960025268, not to exceed $17,000 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through October 6, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The Board of Education approved the original agreement on May 16, 2019 for $4,000. The IEP team agrees to continue services through October 6, 2020, which will increase the not to exceed amount by $13,000 for a total not to exceed $17,000.

SPED Student 960025268_Jessica Richards_Amendment.pdf

14.j Ratification for Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and

Professional Tutors of America, to provide support for Special Education Students 960014648 and 960022569, not to exceed $6,000 (01.0-65000.0-50010-36000-5813-7440000), effective October 1, 2019 through December 31, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Students 960014648 and 960022569_PTA_Professional Services.pdf

14.k Approval of Artwork License Agreement for the Hollywood Burbank Airport Student Art Tower Banner Contest

Sharon Cuseo, Assistant Superintendent, Instructional Services recommends that the Board of Education approve the Artwork License Agreement between the Burbank Unified School District and the Burbank-Glendale-Pasadena Airport Authority, effective November 22, 2019 through June 30, 2021, and to accept an award/license fee of $3,000, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Approval of Artwork License Agmt for Airport with Attachments.pdf

14.l Approval of Articulation Agreement with Los Angeles Valley College

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the articulation agreement between the Burbank Unified School District and Los Angeles Valley College, for Engineering I, Introduction to Engineering, effective November 22, 2019, with the understanding that the agreements be reviewed on an annual basis, and that authority to sign the agreements be exercised pursuant to BUSD—AR 3314, as presented.

Approval of Articulation Agmt with LAVC with Agmt.pdf

14.m Approval of Educational Fieldwork Agreement– Loyola Marymount University

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Educational Fieldwork Agreement between the Burbank Unified School District and Loyola Marymount University to provide educational field experience, effective November 22, 2019 through November 22, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Loyola.pdf

14.n Approval of Agreement for Professional Services, Super Cooperative Purchasing Group – A California USDA Foods Cooperative

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the Super Cooperative Purchasing Group, effective July 1, 2020 through June 30, 2021, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

Food Service - Super Co-Op Agreement.pdf

14.o Acceptance of Notice of Completion, Universal Asphalt, Resurface Cracked Asphalt at Disney Elementary School (Deferred Maintenance)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Resurface Cracked Asphalt at Disney

Elementary School, not to exceed $6,500 (14.0-00000.0-00000-85000-6170-201-0000), Deferred Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

NOC_Universal Asphalt_Disney_Def. Maint..pdf

14.p Acceptance of Notice of Completion, Fiber Optic Splicing Equipment for Various Sites, Solutionz, Inc. (Bond Funds)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Fiber Optic Splicing Equipment for Various Sites by Solutionz, Inc. (21.3-00000.0-93000-85000-6449 4320000/ 2060000/ 5260000), PO 20001128, not to exceed $8,470.62 (Bond Fund), as presented.

NOC_Solutionz_Fiber Optic Equipment_Various Sites_112119.pdf

14.q Approval of Professional Services Agreement, Sub-Surfacing Imaging Services, C-Below, New Modular Classrooms, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and C-Below, pursuant to the proposal dated November 5, 2019 to provide sub-surfacing utility imagining, new Modular Classrooms at Walt Disney Elementary School, effective November 22, 2019 through November 22, 2020, not to exceed $6,115 (21.3-00000-0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

11-21-19 PSA _ C-Below Subsurface Mapping_ Disney.pdf

15. REQUESTS TO ADDRESS THE BOARD

15.a Public Communications

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15.b Staff Responses

15.c Board Members' Comments and Responses

16. ADJOURNMENT

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
PREPARED BY:	Debbie Kukta, Assistant Superintendent, Administrative Services
DATE:	November 21, 2019
SUBJECT:	Report on Assistant Superintendent Kukta's First 100 Days in Office

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Background:
Debbie Kukta, Assistant Superintendent of Administrative Services, began her employment with Burbank Unified School District on August 1, 2019. Superintendent Hill and Kukta agreed her first 100 days would be focused on developing a framework for increased financial transparency and accountability, recognizing the importance of ensuring the community understands the funding received and impact those investments have on the students of Burbank.

Discussion/Issues:
The first 100 days with the District have spent exploring and understanding the District's operations, finances, and policies and procedures, specifically examining and identifying the following:

- Financial Analytics
  - Trends
  - Comparisons with Other Districts

- Monitoring the Finances
  - School Spending – Results of a National Survey
  - Comparative Analysis of District Income and Expenditures
  - Staffing Ratios
  - Budget Monitoring and Review

- Areas to Watch
  - Pensions
  - Compensated Absences
  - Overtime
  - Position Control
  - Use of Facilities Fees
  - Worker's Comp
  - Special Education
  - Energy Management System (EMS)
  - FCMAT's Fifteen Indicators of Risk or Potential Insolvency

- FCMAT's Fiscal Health Risk Analysis
- Fund Balance Reserves

A Superintendent's Budget Advisory Committee (BAC) has been formed, with a first meeting date of November 19, 2019. Chaired by Ms. Kukta, the Committee is made up of community members, parents, and representatives from the Burbank Association of School Administrators (BASA), the Burbank Teachers Association (BTA), and California School Employees Association (CSEA), Burbank Chapter 674. The Committee is slated to identify and explore areas for potential revenue generation, cost savings, and efficiencies.

Fiscal Impact:
None.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, will report on her First 100 Days in Office, as presented.

FIRST 100 DAYS

ENSURING FINANCIAL TRANSPARENCY

Presented by
Debbie Kukta, Assistant Superintendent, Administrative Services

AGENDA

- Financial Analytics
  - Trends
  - Comparisons with Other Districts
- Monitoring the Finances
  - School Spending – Results of a National Survey
  - Comparative Analysis of District Income and Expenditures
  - Staffing Ratios
  - Budget Monitoring and Review
- Areas to Watch

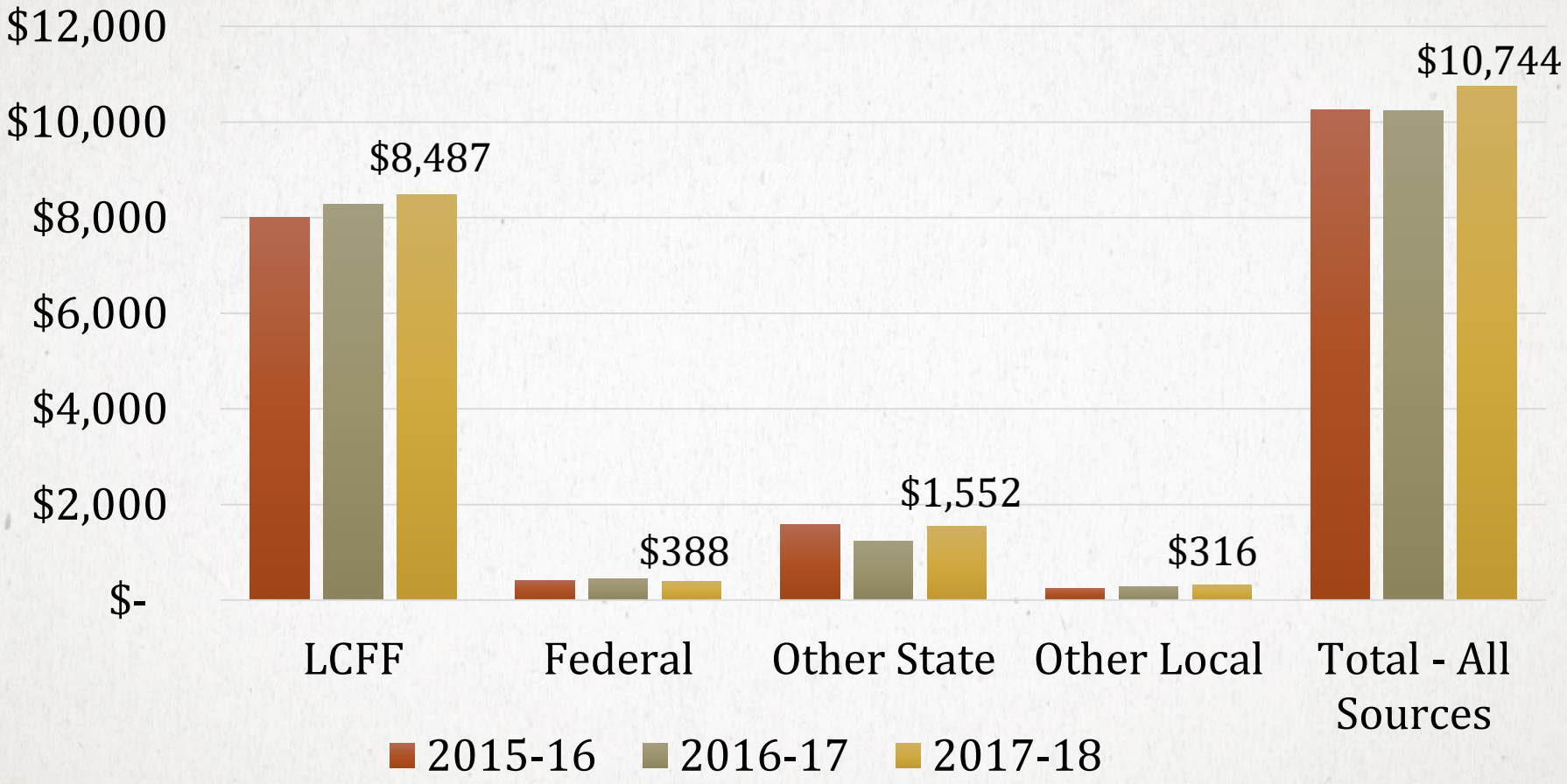


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FINANCIAL ANALYTICS

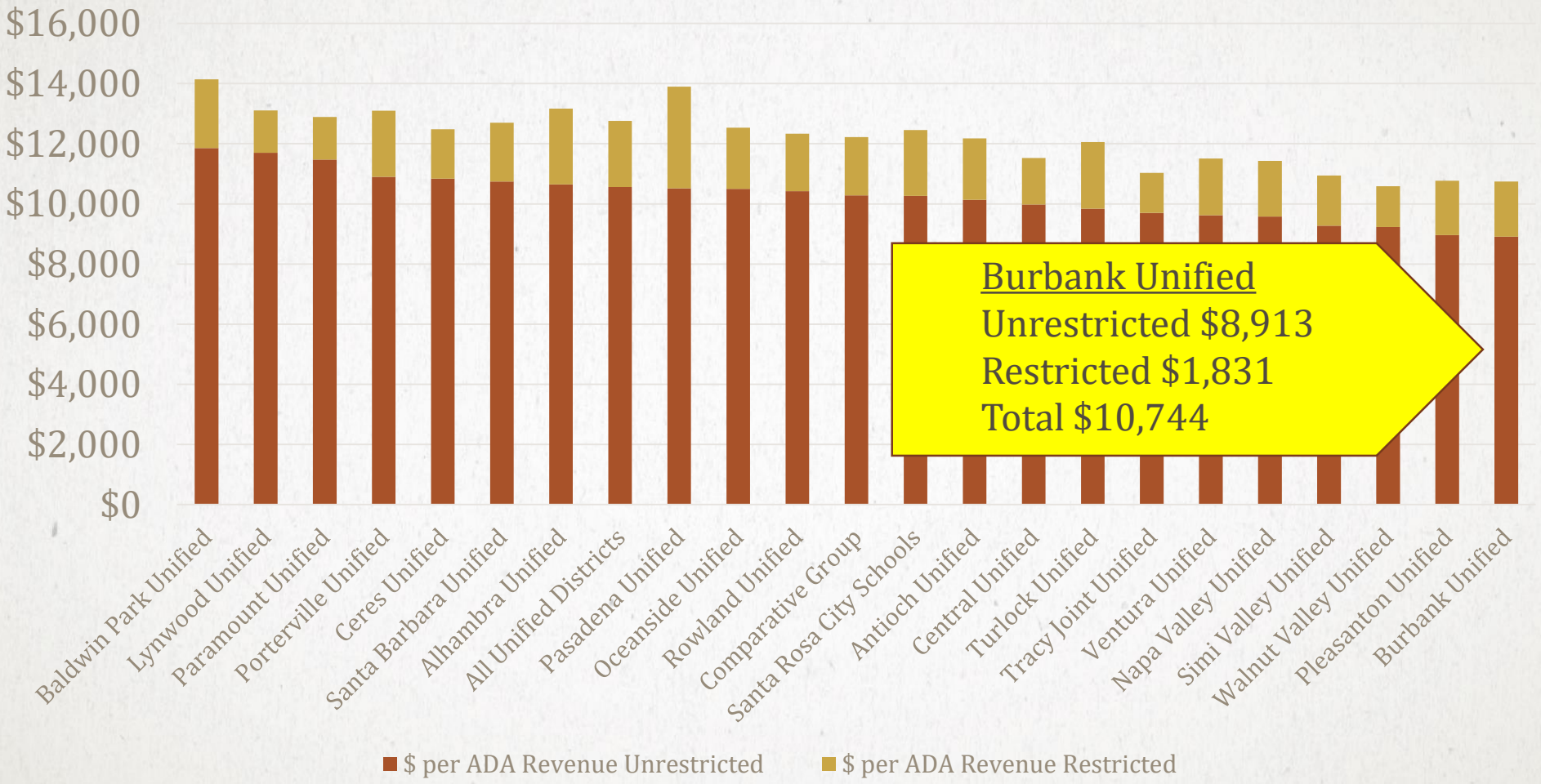
- Trends
- Comparisons with Other Districts

REVENUE TRENDS – DOLLARS PER STUDENT



Data Source: School Services CADIE Report

$ PER STUDENT REVENUE COMPARATIVE STATISTICS (2017-18)

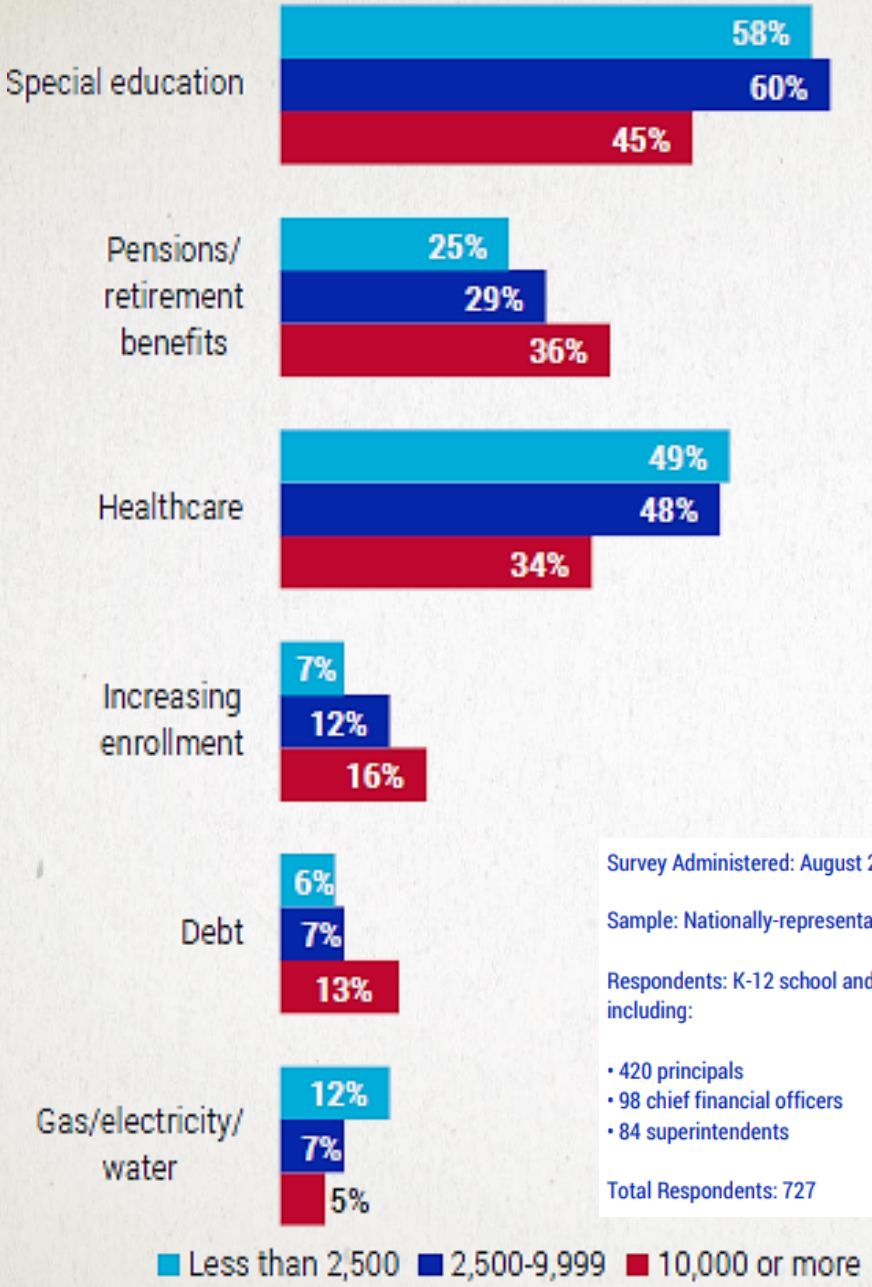


Data Source: School Services CADIE Report

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MONITORING THE FINANCES

- School Spending – Results of a National Survey
- Comparative Analysis of District Income and Expenditures
- Staffing Ratios
- Budget Monitoring and Review



Survey Administered: August 2019, online

Sample: Nationally-representative

Respondents: K-12 school and district-level administrators including:

- 420 principals
- 98 chief financial officers
- 84 superintendents

Total Respondents: 727

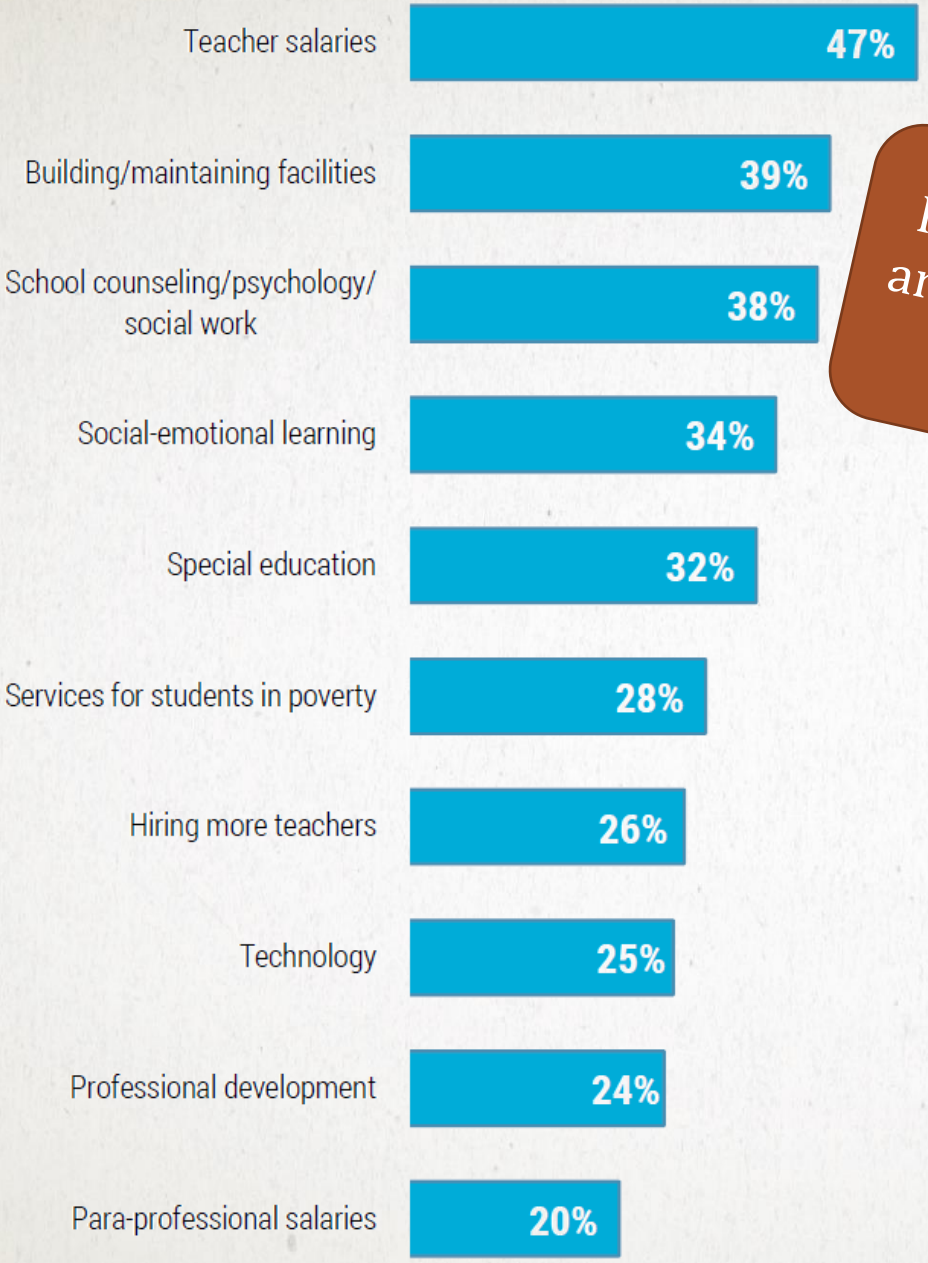
Which of these is having a MAJOR impact on rising per-pupil EXPENSES in your school district?

SCHOOL SPENDING RESULTS OF A NATIONAL SURVEY

EdWeek
Research Center

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In your school district, which FIVE areas are most in need of additional funding?

SCHOOL SPENDING RESULTS OF A NATIONAL SURVEY

EdWeek
Research Center

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COMPARATIVE ANALYSIS OF DISTRICT INCOME AND EXPENDITURES 2017-18 (CADIE)

List of 21 Districts in the Comparative Group

Alhambra Unified
Paramount Unified
Lynwood Unified
Pleasanton Unified
Ventura Unified
Walnut Valley Unified
Oceanside Unified
Ceres Unified
Santa Barbara Unified
Burbank Unified
Rowland Unified
Tracy Joint Unified
Antioch Unified
Napa Valley Unified
Porterville Unified
Central Unified
Pasadena Unified
Turlock Unified
Simi Valley Unified
Baldwin Park Unified
Santa Rosa City Schools

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STAFFING RATIOS – 2017-18

Statistic	Burbank	Comparative Group	Burbank's Ranking
Student Enrollment per Teacher	21.51	22.11	7 of 23
Student Enrollment per Pupil Services and Special Education Employee	277.39	200.22	18 of 23
Student Enrollment per Non-Administrative Certificated Employee	19.97	19.91	12 of 23
Student Enrollment per All Certificated Employees	18.61	18.48	14 of 23
Student Enrollment per Paraprofessional Classified Employee	98.87	84.01	15 of 23

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Data Source: School Services CADIE Report

STAFFING RATIOS – 2017-18

Statistic	Burbank	Comparative Group	Burbank's Ranking
Student Enrollment per Clerical Employee	116.36	105.06	14 of 23
Student Enrollment per Other Classified Employee	68.70	52.78	21 of 23
Student Enrollment per All Classified Employees	30.06	24.87	21 of 23
Student Enrollment per Adults with Student Contact	16.61	16.10	15 of 23
Student Enrollment per School Level Administrator	474.90	399.27	20 of 23
Student Enrollment per District Level Administrator	644.29	726.21	4 of 23

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Data Source: School Services CADIE Report

BUDGET MONITORING AND REVIEW

- Update budget and multiyear projection frequently throughout year
    - Position vacancies
    - Revenue and expense estimates
    - Any additional one-time moneys or expenses that may occur
- New procedure – Provide site/department budget updates monthly



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AREAS TO WATCH

- Pensions
- Compensated Absences
- Overtime
- Position Control
- Use of Facilities Fees
- Workers Comp
- Special Education
- Energy Management System (EMS)
- FCMAT's Fifteen Indicators of Risk or Potential Insolvency
- FCMAT's Fiscal Health Risk Analysis
- Fund Balance Reserves

PENSIONS

SCHEDULE OF DISTRICT CONTRIBUTIONS
For the Fiscal Year Ended June 30, 2018

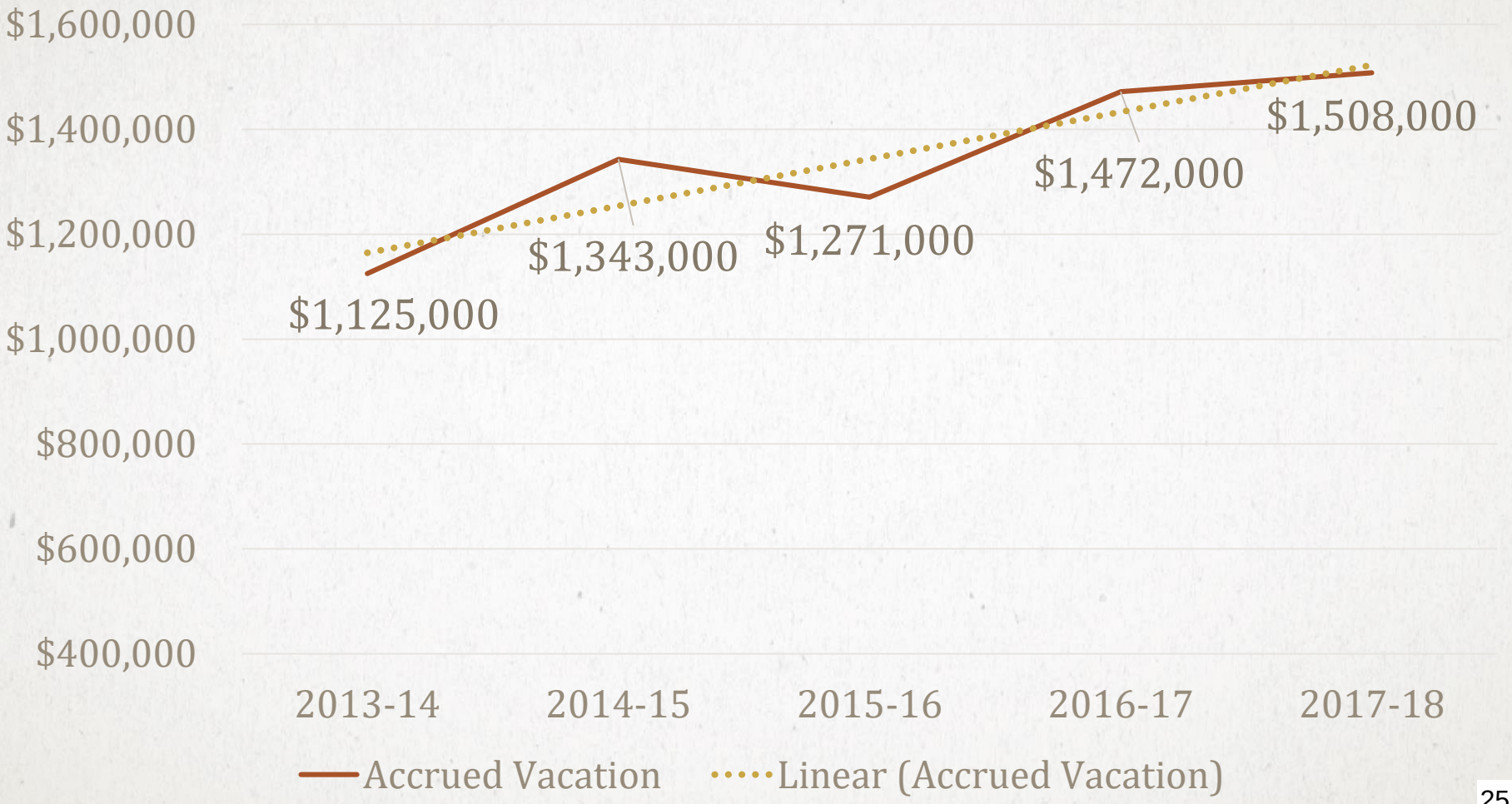
State Teachers' Retirement Plan	2015	2016	2017	2018
Contractually required contribution	$ 5,708,080	$ 7,279,029	$ 9,259,795	$ 10,619,489
Contributions in relation to the contractually required contributions	5,708,080	7,279,029	9,259,795	10,619,489
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
District's covered payroll	$ 64,300,000	$ 67,800,000	$ 73,600,000	$ 73,600,000
Contributions as a percentage of its covered payroll	8.88%	10.73%	12.58%	14.43%

California Public Employees' Retirement Plan	2015	2016	2017	2018
Contractually required contribution	$ 2,874,389	$ 3,089,291	$ 3,969,039	$ 4,487,272
Contributions in relation to the contractually required contributions	2,874,389	3,089,291	3,969,039	4,487,272
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
District's covered payroll	$ 24,200,000	$ 26,100,000	$ 28,600,000	$ 28,900,000
Contributions as a percentage of its covered payroll	11.77%	11.85%	13.89%	15.53%

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Data Source: Audit Report for the Fiscal Year Ending June 30, 2018

COMPENSATED ABSENCES



Data Source: Audit Reports

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OVERTIME

- **Observation**: Large volume of overtime
- **Strategy** to evaluate and reduce:
  - Review and document overtime assignment and approval process for overtime
  - Tie overtime to specific job responsibilities/ projects, use of facilities permits



POSITION CONTROL – WE WILL DO A FULL REVIEW THIS YEAR

- 87% of BUSD's budget is spent on people
  - Salaries, health benefits, statutory fringe benefits, retiree benefits
  - Mistakes in the staffing budget can cause a fiscal crisis
  - The best way to prevent mishaps is through a fully functioning position control system

Only the governing board can authorize positions

Source: School Services "Unraveling the Mystery of School Finance"

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USE OF FACILITIES FEES

- Analyze Use of Facilities Fees to ensure costs are being fully recovered



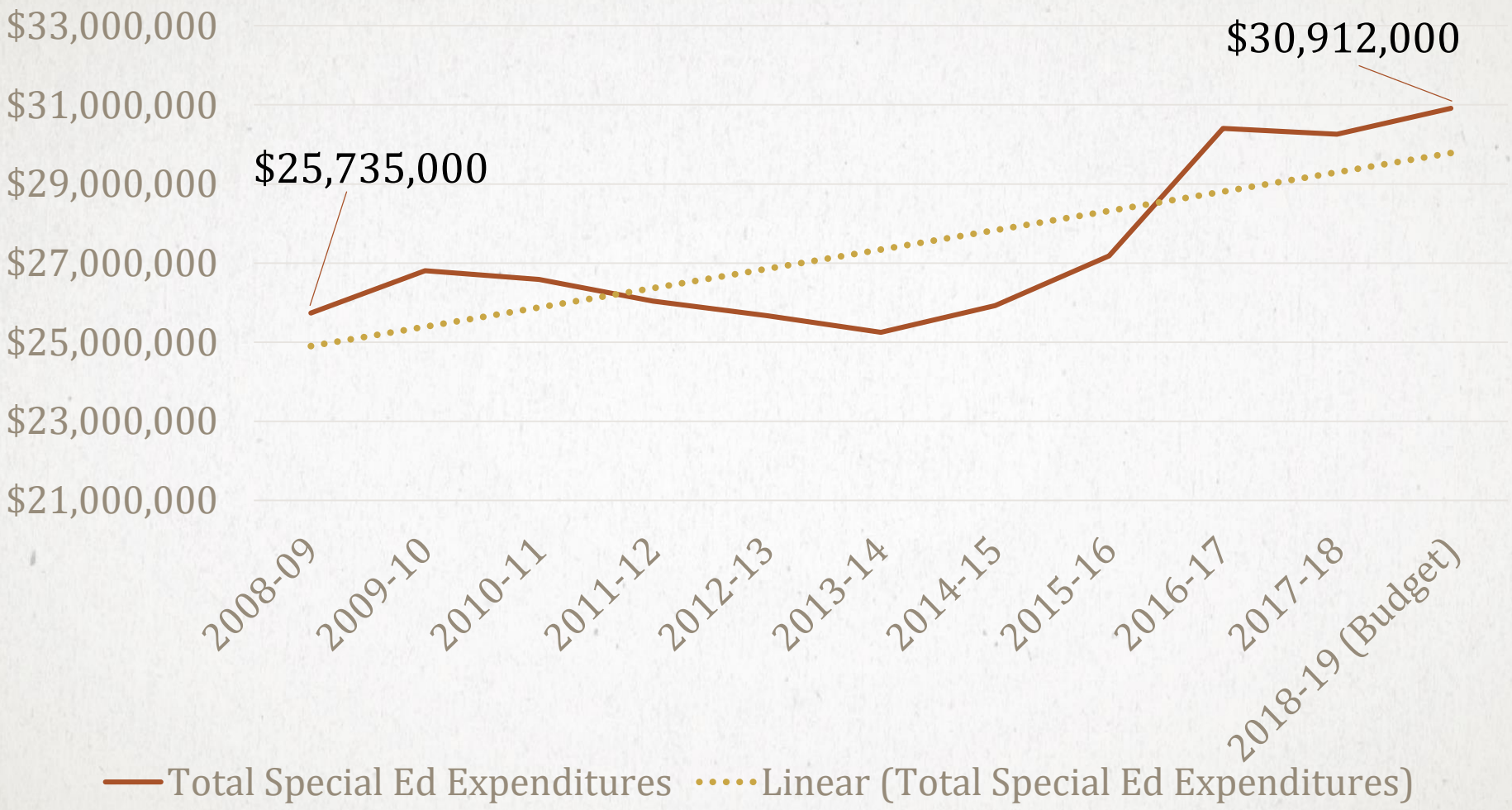
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WORKERS' COMPENSATION

- Create a "culture of safety"
  - Emphasize safety is a core value of BUSD
  - Training
  - Reminders
  - Hold all employees accountable for their actions
- Board report coming at January 16 board meeting
  - Angela Hartley from Alliant, Joint Power Authority Program Manager



SPECIAL EDUCATION



Data Source: Fiscal Services Spreadsheet – Special Ed Expenditures over the Last 10 Years

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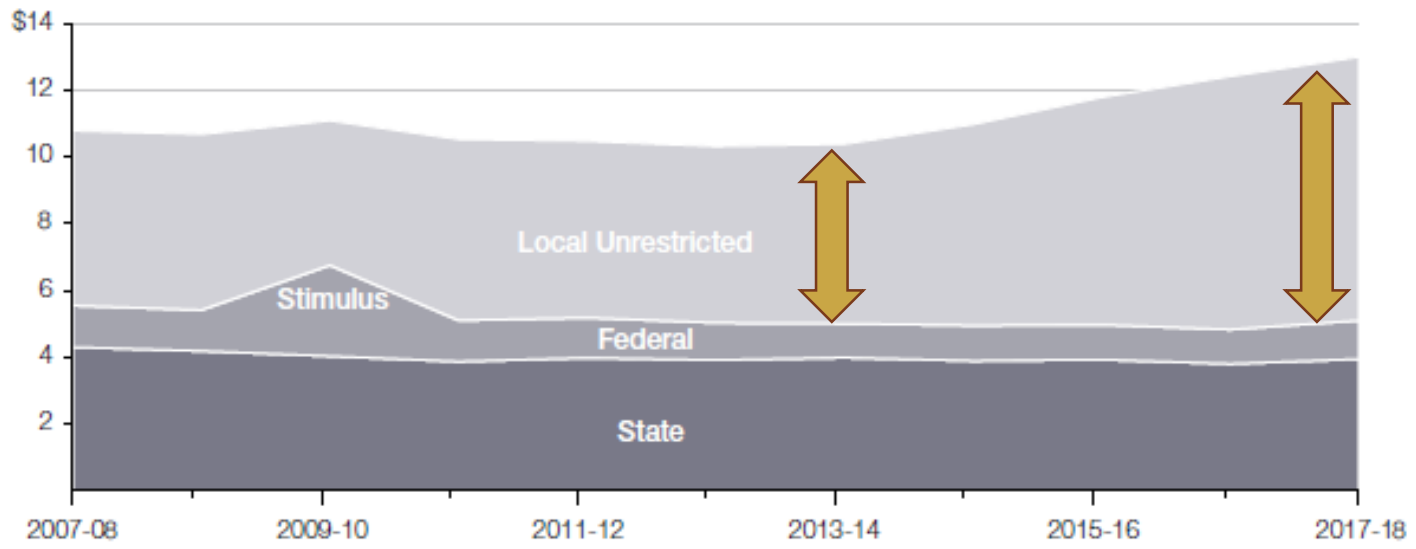
SPECIAL EDUCATION – OBSERVATIONS

Source: *Overview of Special Education in California,* Legislative Analyst's Office, November 6, 2019

Figure 17

Unrestricted Funds Covering Growing Share of Special Education Costs

Special Education Spending by Fund Source, 2017-18 Dollars (In Billions)



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ENERGY MANAGEMENT SYSTEM (EMS)

- **Observation**: The Energy Management System (EMS) is not being taken advantage of to its full extent.
  - EMS defined: A system of computer-aided tools used by operators of electric utility grids to monitor, control, and optimize the performance of the generation or transmission system
  - Manage **dead band** settings to achieve efficient unit operations and achieve greatest savings
- **Strategy**: Working with bargaining units, develop best practices to maximize savings through the monitoring of **HVAC use** and **lighting**

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FCMAT'S FIFTEEN WAYS DISTRICTS GET IN TROUBLE

1. Unreliable budget development
2. Insufficient budget monitoring or updates
3. Inadequate cash management
4. Mismanaged collective bargaining agreements
5. Increasing and/or unplanned contributions and transfers
6. Continued deficit spending
7. Mismanaged employee benefits
8. Inattention to enrollment and attendance reporting

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FCMAT'S FIFTEEN WAYS DISTRICTS GET IN TROUBLE

9. Decreasing fund balance and reserve for economic uncertainty
10. Ineffective internal controls and fraud prevention
11. Breakdown in leadership and communication
12. Lack of multiyear planning
13. Inattention to non-voter-approved debt and risk management
14. Lack of position control
15. Related issues of concern

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FCMAT'S FISCAL HEALTH RISK ANALYSIS (FHRA)

The FHRA is a tool to help evaluate an LEA's fiscal health and risk of insolvency in the current and two subsequent fiscal year…A district should consider completing the FHRA annually to assess its own fiscal health risk and progress over time.

<u>Key to Risk Score</u>

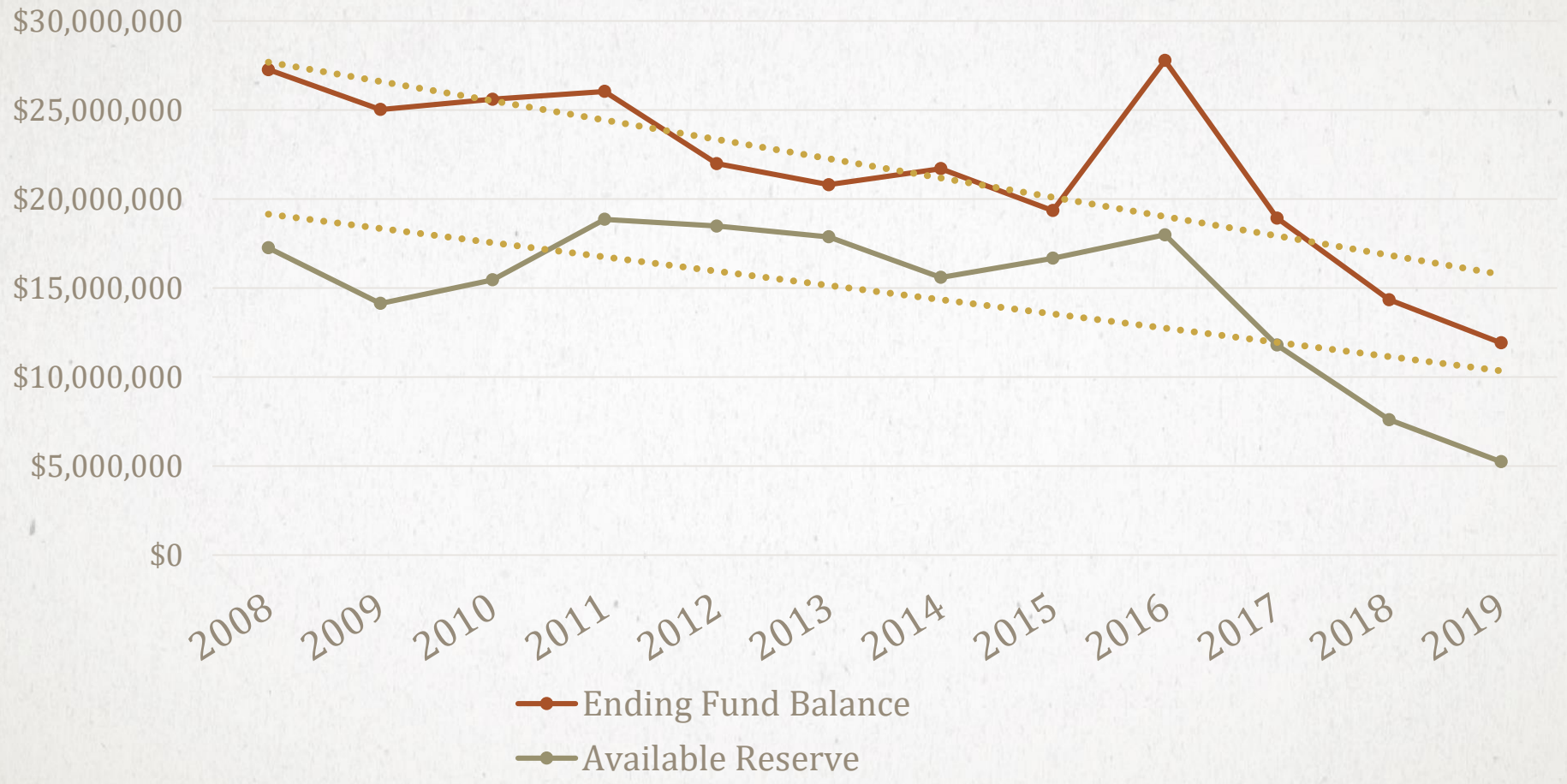
High Risk: 40% or more
Moderate Risk: 25% - 39%
Low Risk: 24% and lower

BUSD's Score:

20.8%

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FUND BALANCE RESERVES



Data Source: Audit Reports, Unaudited Actuals

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IT'S A DELICATE BALANCE:

Spend today's dollars on today's children – but not at the expense of tomorrow's children.

~~School Services of California



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Questions or Comments??

Debbie Kukta, CPA, CGMA
Assistant Superintendent, Administrative Services
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(818)729-4473

Board of Education Meeting - November 21, 2019

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)

NOTICES OF COMPLETION

14.o Location – Disney Elementary
Project –Resurface Cracked Asphalt
Contractor - Universal Asphalt
Final Contract Amount - $6,500 (Deferred Restricted Maintenance)



NOTICES OF COMPLETION

14.p Location – Various Sites
Project – Fiber Optic Splicing Equipment
Contractor - Solutionz, Inc.
Final Contract Amount - $8,470.62 (Bond Fund)



APPROVAL OF AWARD OF CONTRACT /PROFESSIONAL SERVICES AGREEMENT

14.q Location – Walt Disney Elementary School
Project – Modular Classrooms
Contractor – C-Below
Contract Amount - $6,115 (Bond Fund)

Reason - In preparation of the installation of the new modular classroom buildings at Walt Disney Elementary School, it will be necessary to do sub-surface imaging to locate utilities using investigative tools such as GPR (Ground Penetrating Radar), Electromagnetic Locators, Ram Rods, Robotic Cameras and other specialty equipment if needed. C-Below will provide the District with a comprehensive 2D utility map in CAD and PDF format for the District's use.

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	November 21, 2019
SUBJECT:	Public Disclosure of the 2018-2019 Negotiated Amendment to 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

Background:
The California School Employees Association and the District have tentatively agreed to a 2018-2019 Amendment to the Agreement. The Association and the District have agreed to the attached signed Articles. CSEA has informed the District that the Association has ratified this Tentative Agreement.

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

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

Article 8: Compensation
Effective retroactive to July 1, 2018, all bargaining unit member salary schedules and stipends will increase by 1%. Additionally, the Technology Stipend has been established under the bargaining unit. This stipend is currently paid out of the Hourly Salary schedule.

Article 13: Leaves
Language in Article 13 was modified to clarify language pertaining to the Bereavement Leave.

Calendars
Work calendars for all classifications were approved.

Rules and Regulations for the Implementation of the Schedule of Classified Monthly Salary Ranges and Hourly Equivalents

Language was established to allow current employees the ability to negotiate a higher step based on prior experience and/or education.

Fiscal Impact:

The financial implications to this Agreement are stated on the AB 1200.

Recommendation:

The Board of Education will hold a Public Hearing, in compliance with provisions 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 2018-2019 Amendment to the Current Collective Bargaining Agreement between the Burbank Unified School District and the California School Employees Association, Chapter 674, as presented.

Los Angeles County Office of Education
Business Advisory Services

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

Name of School District:	Burbank Unified School District
Name of Bargaining Unit:	CSEA Burbank Chapter #674
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2019 (date)

The Governing Board will act upon this agreement on: November 21, 2019 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1.	**Salary Schedule** Including Step and Column	$ 30,835,234	$ 616,705		
			2.00%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		$ 205,216		
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 12,952,937	$ 321,014		
			2.48%	0.00%	0.00%
4.	**Health/Welfare Plans**				
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 43,788,171	$ 1,142,935	$ -	$ -
			2.61%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	574.80			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 76,180	$ 1,988	$ -	$ -
			2.61%	0.00%	0.0

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

The negotiated percentage change was 1% on schedule for 2018-2019 retro to July 1, 2018. Increased all stipends by 1%. Increased all longevity by $30 per month. Added 8.11 technology stipend which includes a 1% increase. This was previously on the district hourly schedule. The 1% retro for 2018-19 was accrued from Unaudited actuals

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

No

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

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

Yes. $11,000 annually. No change was made to the cap.

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

Clarified language to the berevement leave; added language so that current employees may negotiate a higher step based on prior experience and/or education. Previously only new employees could do this; 19-20 instructional calendar was agreed upon.

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

None

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

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

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund 01.0, Adult Fund 11.0, Child Development Fund 12.0, Cafeteria Fund 13.0, Building Fund 21.0

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

General Fund 01.0, Adult Fund 11.0, Child Development Fund 12.0, Cafeteria Fund 13.0, Building Fund 21.0

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 138,940,768		$ -	$ 138,940,768
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 2,892,277		$ -	$ 2,892,277
Other Local Revenue	8600-8799	$ 506,063		$ -	$ 506,063
TOTAL REVENUES		$ 142,339,108		$ -	$ 142,339,108
EXPENDITURES					
Certificated Salaries	1000-1999	$ 62,374,638			$ 62,374,638
Classified Salaries	2000-2999	$ 16,895,081	$ 703,519	$ (525,149)	$ 17,073,451
Employee Benefits	3000-3999	$ 28,809,403	$ 284,094	$ (230,242)	$ 28,863,255
Books and Supplies	4000-4999	$ 1,653,328		$ -	$ 1,653,328
Services and Other Operating Expenditures	5000-5999	$ 9,189,701		$ -	$ 9,189,701
Capital Outlay	6000-6999	$ 96,369		$ -	$ 96,369
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,648,714		$ -	$ 1,648,714
Transfers of Indirect Costs	7300-7399	$ (1,508,445)		$ -	$ (1,508,445)
TOTAL EXPENDITURES		$ 119,158,789	$ 987,613	$ (755,391)	$ 119,391,011
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ -	$ -	$ 1,084,027
Contributions	8980-8999	$ (23,422,097)	$ -	$ -	$ (23,422,097)
OPERATING SURPLUS (DEFICIT)*		$ (1,325,805)	$ (987,613)	$ 755,391	$ (1,558,027)
BEGINNING FUND BALANCE	9791	$ 7,945,081			$ 7,945,081
Audit Adjustments/Other Restatements	9793/9795				$ -
ENDING FUND BALANCE		$ 6,619,276	$ (987,613)	$ 755,391	$ 6,387,054
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780	$ 1,383,787	$ -	$ -	$ 1,383,787
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ -	$ -	$ 4,903,207
Unassigned/Unappropriated Amount	9790	$ 232,222	$ (987,613)	$ 755,391	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 5,785,392		$ -	$ 5,785,392
Other State Revenue	8300-8599	$ 11,606,056		$ -	$ 11,606,056
Other Local Revenue	8600-8799	$ 2,074,658		$ -	$ 2,074,658
TOTAL REVENUES		$ 19,466,106		$ -	$ 19,466,106
EXPENDITURES					
Certificated Salaries	1000-1999	$ 12,634,124	$ -	$ -	$ 12,634,124
Classified Salaries	2000-2999	$ 11,222,991			$ 11,222,991
Employee Benefits	3000-3999	$ 9,180,217			$ 9,180,217
Books and Supplies	4000-4999	$ 1,637,974		$ -	$ 1,637,974
Services and Other Operating Expenditures	5000-5999	$ 6,424,849		$ -	$ 6,424,849
Capital Outlay	6000-6999	$ 90,506		$ -	$ 90,506
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,162,773		$ -	$ 1,162,773
Transfers of Indirect Costs	7300-7399	$ 611,755		$ -	$ 611,755
TOTAL EXPENDITURES		$ 42,965,189	$ -	$ -	$ 42,965,189
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ 23,422,097	$ -	$ -	$ 23,422,097
OPERATING SURPLUS (DEFICIT)*		$ (76,986)	$ -	$ -	$ (76,986)
BEGINNING FUND BALANCE	9791	$ 3,972,621			$ 3,972,621
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,895,635	$ -	$ -	$ 3,895,635
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 3,895,635	$ -	$ -	$ 3,895,635
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 138,940,768		$ -	$ 138,940,768
Federal Revenue	8100-8299	$ 5,785,392		$ -	$ 5,785,392
Other State Revenue	8300-8599	$ 14,498,333		$ -	$ 14,498,333
Other Local Revenue	8600-8799	$ 2,580,721		$ -	$ 2,580,721
TOTAL REVENUES		$ 161,805,214		$ -	$ 161,805,214
EXPENDITURES					
Certificated Salaries	1000-1999	$ 75,008,762	$ -	$ -	$ 75,008,762
Classified Salaries	2000-2999	$ 28,118,072	$ 703,519	$ (525,149)	$ 28,296,442
Employee Benefits	3000-3999	$ 37,989,620	$ 284,094	$ (230,242)	$ 38,043,472
Books and Supplies	4000-4999	$ 3,291,302		$ -	$ 3,291,302
Services and Other Operating Expenditures	5000-5999	$ 15,614,550		$ -	$ 15,614,550
Capital Outlay	6000-6999	$ 186,875		$ -	$ 186,875
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 2,811,487		$ -	$ 2,811,487
Transfers of Indirect Costs	7300-7399	$ (896,690)		$ -	$ (896,690)
TOTAL EXPENDITURES		$ 162,123,978	$ 987,613	$ (755,391)	$ 162,356,200
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ -	$ -	$ 1,084,027
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (1,402,791)	$ (987,613)	$ 755,391	$ (1,635,013)
BEGINNING FUND BALANCE	9791	$ 11,917,702			$ 11,917,702
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 10,514,911	$ (987,613)	$ 755,391	$ 10,282,689
COMPONENTS OF ENDING FUND					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740	$ 3,895,635	$ -	$ -	$ 3,895,635
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 1,383,787	$ -	$ -	$ 1,383,787
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ -	$ -	$ 4,903,207
Unassigned/Unappropriated Amount	9790	$ 232,222	$ (987,613)	$ 755,391	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 284,074		$ -	$ 284,074
Other State Revenue	8300-8599	$ 2,717,879		$ -	$ 2,717,879
Other Local Revenue	8600-8799	$ 337,924		$ -	$ 337,924
TOTAL REVENUES		$ 3,339,877		$ -	$ 3,339,877
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,694,051		$ -	$ 1,694,051
Classified Salaries	2000-2999	$ 852,058	$ 34,118	$ (17,041)	$ 869,135
Employee Benefits	3000-3999	$ 836,424	$ 11,736	$ (6,303)	$ 841,857
Books and Supplies	4000-4999	$ 88,126		$ -	$ 88,126
Services and Other Operating Expenditures	5000-5999	$ 185,238		$ -	$ 185,238
Capital Outlay	6000-6999	$ 196,940		$ -	$ 196,940
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 192,478		$ -	$ 192,478
TOTAL EXPENDITURES		$ 4,045,315	$ 45,854	$ (23,344)	$ 4,067,825
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 268,520	$ -	$ -	$ 268,520
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (436,918)	$ (45,854)	$ 23,344	$ (459,428)
BEGINNING FUND BALANCE	9791	$ 4,225,235			$ 4,225,235
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,788,317	$ (45,854)	$ 23,344	$ 3,765,807
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719		$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 3,765,807	$ -	$ -	$ 3,765,807
Unassigned/Unappropriated Amount	9790	$ 22,510	$ (45,854)	$ 23,344	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 235,030		$ -	$ 235,030
Other State Revenue	8300-8599	$ 646,246		$ -	$ 646,246
Other Local Revenue	8600-8799	$ 5,227,774		$ -	$ 5,227,774
TOTAL REVENUES		$ 6,109,050		$ -	$ 6,109,050
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,791,538	$ -	$ -	$ 1,791,538
Classified Salaries	2000-2999	$ 1,969,246	$ 39,385	$ (39,385)	$ 1,969,246
Employee Benefits	3000-3999	$ 1,579,976	$ 15,474	$ (15,474)	$ 1,579,976
Books and Supplies	4000-4999	$ 241,062		$ -	$ 241,062
Services and Other Operating Expenditures	5000-5999	$ 440,016		$ -	$ 440,016
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 502,719		$ -	$ 502,719
TOTAL EXPENDITURES		$ 6,524,557	$ 54,859	$ (54,859)	$ 6,524,557
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 415,507		$ -	$ 415,507
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ (54,859)	$ 54,859	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ (54,859)	$ 54,859	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ (54,859)	$ 54,859	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 1,995,469		$ -	$ 1,995,469
Other State Revenue	8300-8599	$ 136,394		$ -	$ 136,394
Other Local Revenue	8600-8799	$ 1,699,145		$ -	$ 1,699,145
TOTAL REVENUES		$ 3,831,008		$ -	$ 3,831,008
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 1,632,978	$ 41,634	$ (32,680)	$ 1,641,932
Employee Benefits	3000-3999	$ 675,461	$ 8,979	$ (6,275)	$ 678,165
Books and Supplies	4000-4999	$ 1,458,270		$ -	$ 1,458,270
Services and Other Operating Expenditures	5000-5999	$ 180,897		$ -	$ 180,897
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 201,493		$ -	$ 201,493
TOTAL EXPENDITURES		$ 4,149,099	$ 50,613	$ (38,955)	$ 4,160,757
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (318,091)	$ (50,613)	$ 38,955	$ (329,749)
BEGINNING FUND BALANCE	9791	$ 367,401			$ 367,401
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 49,310	$ (50,613)	$ 38,955	$ 37,652
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 37,652	$ -	$ -	$ 37,652
Unassigned/Unappropriated Amount	9790	$ 11,658	$ (50,613)	$ 38,955	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Building Fund 21.0**
Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ 301,986		$ -	$ 301,986
TOTAL REVENUES		$ 301,986		$ -	$ 301,986
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 122,491	$ 3,050	$ (2,450)	$ 123,091
Employee Benefits	3000-3999	$ 56,299	$ 946	$ (765)	$ 56,480
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ 111,387		$ -	$ 111,387
Capital Outlay	6000-6999	$ 4,034,962		$ -	$ 4,034,962
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ 4,325,139	$ 3,996	$ (3,215)	$ 4,325,920
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (4,023,153)	$ (3,996)	$ 3,215	$ (4,023,934)
BEGINNING FUND BALANCE	9791	$ 11,459,542			$ 11,459,542
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 7,436,389	$ (3,996)	$ 3,215	$ 7,435,608
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 7,435,608	$ -	$ -	$ 7,435,608
Unassigned/Unappropriated Amount	9790	$ 781	$ (3,996)	$ 3,215	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____
Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

Public Disclosure of Proposed Collective Bargaining Agreement

Burbank Unified School District
CSEA Burbank Chapter #674

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

Page 4a: Unrestricted General Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(755,391)	See comments below
Other Financing Sources/Uses	$	-	

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

Page 4d: Fund 11 - Adult Education Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(23,344)	See comments below
Other Financing Sources/Uses	$	-	

Page 4e: Fund 12 - Child Development Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(54,859)	See comments below
Other Financing Sources/Uses	$	-	

Page 4f: Fund 13/61 - Cafeteria Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(38,955)	See comments below
Other Financing Sources/Uses	$	-	

Page 4g: Other		Amount	Explanation
Revenues	$	-	
Expenditures	$	(3,215)	See comments below
Other Financing Sources/Uses	$	-	

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

Additional Comments:
1% was included in Adopted Budget and a 1% was included in Estimated Actuals. The 1% from Estimated actuals was set aside as a commitment in the ending fund balance as of Unaudited Actuals. Longevity and the stipend increase was not set aside. Therefore, in column 3 of the AB1200, the salary increase and retro are backed out as 'other revision' since it was included in the adopted budget and ending fund balance set aside.

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 138,940,768	$ 142,998,305	$ 146,876,329
Federal Revenue	8100-8299	$ -	$ -	$ -
Other State Revenue	8300-8599	$ 2,892,277	$ 2,892,277	$ 2,892,277
Other Local Revenue	8600-8799	$ 506,063	$ 506,063	$ 506,063
TOTAL REVENUES		$ 142,339,108	$ 146,396,645	$ 150,274,669
EXPENDITURES				
Certificated Salaries	1000-1999	$ 62,374,638	$ 63,225,253	$ 64,104,119
Classified Salaries	2000-2999	$ 17,073,451	$ 17,221,547	$ 17,458,828
Employee Benefits	3000-3999	$ 28,863,255	$ 30,735,929	$ 32,795,987
Books and Supplies	4000-4999	$ 1,653,328	$ 1,653,328	$ 1,703,755
Services and Other Operating Expenditures	5000-5999	$ 9,189,701	$ 8,973,495	$ 9,081,276
Capital Outlay	6000-6999	$ 96,369	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,648,714	$ 1,513,822	$ 1,575,124
Transfers of Indirect Costs	7300-7399	$ (1,508,445)	$ (1,508,445)	$ (1,434,496)
Other Adjustments				$ -
TOTAL EXPENDITURES		$ 119,391,011	$ 121,814,929	$ 125,284,593
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ 1,081,542	$ 1,026,744
Contributions	8980-8999	$ (23,422,097)	$ (23,844,062)	$ (23,937,377)
OPERATING SURPLUS (DEFICIT)*		$ (1,558,027)	$ (343,888)	$ 25,955
BEGINNING FUND BALANCE	9791	$ 7,945,081	$ 6,387,054	$ 6,043,166
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 6,387,054	$ 6,043,166	$ 6,069,121
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740			
Committed	9750-9760	$ -		$ -
Assigned	9780	$ 1,383,787	$ 956,533	$ 892,377
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ 4,986,573	$ 5,076,684
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 5,785,392	$ 5,785,392	$ 5,785,392
Other State Revenue	8300-8599	$ 11,606,056	$ 11,114,026	$ 11,114,026
Other Local Revenue	8600-8799	$ 2,074,658	$ 2,074,658	$ 2,074,658
TOTAL REVENUES		$ 19,466,106	$ 18,974,076	$ 18,974,076
EXPENDITURES				
Certificated Salaries	1000-1999	$ 12,634,124	$ 12,777,652	$ 12,539,985
Classified Salaries	2000-2999	$ 11,222,991	$ 11,409,533	$ 11,596,075
Employee Benefits	3000-3999	$ 9,180,217	$ 9,764,818	$ 9,797,876
Books and Supplies	4000-4999	$ 1,637,974	$ 1,102,639	$ 746,757
Services and Other Operating Expenditures	5000-5999	$ 6,424,849	$ 6,493,445	$ 6,495,513
Capital Outlay	6000-6999	$ 90,506	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,162,773	$ 1,162,773	$ 1,162,773
Transfers of Indirect Costs	7300-7399	$ 611,755	$ 611,755	$ 572,474
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 42,965,189	$ 43,322,615	$ 42,911,453
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 23,422,097	$ 23,844,062	$ 23,937,377
OPERATING SURPLUS (DEFICIT)*		$ (76,986)	$ (504,477)	$ -
BEGINNING FUND BALANCE	9791	$ 3,972,621	$ 3,895,635	$ 3,391,158
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 3,895,635	$ 3,391,158	$ 3,391,158
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 3,895,635	$ 3,391,158	$ 3,391,158
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 138,940,768	$ 142,998,305	$ 146,876,329
Federal Revenue	8100-8299	$ 5,785,392	$ 5,785,392	$ 5,785,392
Other State Revenue	8300-8599	$ 14,498,333	$ 14,006,303	$ 14,006,303
Other Local Revenue	8600-8799	$ 2,580,721	$ 2,580,721	$ 2,580,721
TOTAL REVENUES		$ 161,805,214	$ 165,370,721	$ 169,248,745
EXPENDITURES				
Certificated Salaries	1000-1999	$ 75,008,762	$ 76,002,905	$ 76,644,104
Classified Salaries	2000-2999	$ 28,296,442	$ 28,631,080	$ 29,054,903
Employee Benefits	3000-3999	$ 38,043,472	$ 40,500,747	$ 42,593,863
Books and Supplies	4000-4999	$ 3,291,302	$ 2,755,967	$ 2,450,512
Services and Other Operating Expenditures	5000-5999	$ 15,614,550	$ 15,466,940	$ 15,576,789
Capital Outlay	6000-6999	$ 186,875	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 2,811,487	$ 2,676,595	$ 2,737,897
Transfers of Indirect Costs	7300-7399	$ (896,690)	$ (896,690)	$ (862,022)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 162,356,200	$ 165,137,544	$ 168,196,046
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ 1,081,542	$ 1,026,744
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (1,635,013)	$ (848,365)	$ 25,955
BEGINNING FUND BALANCE	9791	$ 11,917,702	$ 10,282,689	$ 9,434,324
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 10,282,689	$ 9,434,324	$ 9,460,279
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740	$ 3,895,635	$ 3,391,158	$ 3,391,158
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 1,383,787	$ 956,533	$ 892,377
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ 4,986,573	$ 5,076,684
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 163,440,227	$ 166,219,086	$ 169,222,790
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 163,440,227	$ 166,219,086	$ 169,222,790
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 4,903,207	$ 4,986,573	$ 5,076,684

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 4,903,207	$ 4,986,573	$ 5,076,684
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 4,903,207	$ 4,986,573	$ 5,076,684
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2019-20	Yes	X	No	
2020-21	Yes	X	No	
2021-22	Yes	X	No	

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	1,142,935
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(987,613)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	(45,854)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	(54,859)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	(50,613)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	(3,996)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(1,142,935)
	Variance	$ -

Variance Explanation:
1% was included in Adopted Budget and a 1% was included in Estimated Actuals. The 1% from Estimated actuals was set aside as a commitment in the ending fund balance as of Unaudited Actuals. Longevity and the stipend increase was not set aside. Therefore, in column 3 of the AB1200, the salary increase and retro are backed out as 'other revision' since it was included in the adopted budget and ending fund balance set aside.

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

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$ (1,402,791)	(0.9%)	
Current FY Surplus/(Deficit) after settlement(s)?	$ (1,635,013)	(1.0%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (848,365)	(0.5%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ 25,955	0.0%	

Deficit Reduction Plan (as necessary):
Continue to monitor and review Special Education costs, enrollment projections and STRS/PERS increases each year.

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

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

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

CSEA Burbank Chapter #674

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2019-20	2020-21	2021-22
a. LCFF Funding per ADA	9,138.39	9,457.58	9,733.81	9,997.83
b. Amount Change from Prior Year Funding per ADA		319.19	276.23	264.02
c. Percentage Change from Prior Year Funding per ADA		3.49%	2.92%	2.71%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		1,142,935.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		2.61%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Burbank Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30, 2019

Board Actions

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

Current Year

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 267,171
Ending Balance(s) Increase/(Decrease)	$ (267,171)

Subsequent Years

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

Budget Revisions

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

Assumptions

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

Certifications

___ I hereby certify ___ I am unable to certify

District Superintendent (Signature) — Date: 11/8/19

___ I hereby certify ___ I am unable to certify

Chief Business Official (Signature) — Date: 11/8/19

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

Burbank Unified School District
CSEA Burbank Chapter #674

Assumptions and Explanations (enter or attach documentation)

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

Revenue Assumptions:

Lottery Funded at $151 unrestricted and restricted $53 per ADA
Federal and State funding including Special Education remain level
No one time funding is included in this assumption
Assumptions based on 2019-20 Adopted budget as of July 1, 2019
14,688.64 funded ADA for 19/20, 20/21 & 21/22 Fiscal Years

Expense Assumptions:

Health and Welfare cap remain at $11,000
CalPERS rate as of 7/1/19 - 20.73% - 19/20, 23.60 - 20/21, 24.90% - 21/22
CPI at 3.38% - 19/20, 3.16%-20/21, 3.05%-21/22
Step & Column
1% on schedule salary assumption was included in estimated actuals and adopted budget for CSEA
1% retro included in Estimated actuals accrued in Unaudited Actuals for CSEA

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

L. CERTIFICATION NO. 2

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

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

Burbank Unified School District
District Name

District Superintendent
(Signature)

Date

Alyssa Low - Director of Fiscal Services
Contact Person

818-729-4450
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on November 21, 2019 took action to approve the proposed agreement with the CSEA Burbank Chapter #674 Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

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

TENTATIVE AGREEMENT
between
Burbank Unified School District
and the
California School Employees Association
and its
Burbank Chapter #674

The Burbank Unified School District (District) and the California School Employees Association, and its Burbank Chapter 674, (CSEA or Association) agree to the following Articles/Agreement:

Ground Rules- Changed the date and the name of Labor Rep to a generic title.

Article 8: Compensation- Agreed to a 1% salary increase on schedule as well as increasing all stipends by 1%. Agreed to increase all longevity by $30.00 per month. Added 8.11 Technology Stipend which includes the 1% increase. This stipend has been routinely given to classified employees but was on the districts other hourly schedule.

Article 9: Health and Welfare Benefits- Health and Welfare Benefits: Agreed to no change for the 18-19 school year.

Article 13: Leaves- added clarifying language to the bereavement leave.

Exhibit C- Added language so that current employees may negotiate a higher step based on prior experience and/or education. Previously only new employees could do this. The Signature page for this exhibit will be in a separate email.

Instructional Calendars- All Instructional calendars for the 19-20 school year. You will see duplicate work calendars and that is because we found errors after we originally signed off on them. We made the changes and initialed and dated the correct information.

Mary Hyman 10/24/19
Mary Hyman
CSEA President Burbank Ch. #674

10/24/19
Sarah Niemann
Assistant Superintendent,
Burbank Unified School District

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

October 17, 2019

ARTICLE 8: COMPENSATION

8.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A and B as included in the Appendices of this Agreement. EXHIBIT B, Classified Salary Schedule shall be increased by ~~2~~ **1**% effective July 1, 201~~7~~**8**.

8.1.1 In the event the District intends to take to the Board of Education a resolution for layoffs/reductions affecting more than 20 unit members between the date of ratification of this Agreement and June 30, 20~~14~~**20**, the District and Association shall meet in advance to explore options and alternatives to those layoffs/reductions. This does not affect any rights found elsewhere in the Agreement or in law.

8.2 LONGEVITY PAY

Effective July 1, 201~~7~~**8** , unit members will receive longevity pay for creditable service as follows:

10 years - $ ~~85~~ **115** per month
15 years - $ ~~118~~ **148** per month
20 years - $ ~~167~~ **197** per month
25 years - $ ~~208~~ **238** per month
30 years - $ ~~247~~ **277** per month

This amount will be prorated for any employee with a daily assignment of less than six (6) hours.

8.2.1 Longevity pay for all bargaining unit members shall be computed and paid based on each unit member's original date of employment as defined in EXHIBIT C of this Agreement.

8.3 TRANSLATING STIPEND

8.3.1 Provided he/she passes the District's basic bilingual and oral proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for oral translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated at a flat $~~42~~ **43** per month for the remainder of that school year.

8.3.2 Provided he/she passes the District's basic bilingual written proficiency test, an employee who is annually designated by his/her supervisor(s), who

agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for written translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated an additional flat ~~$52~~ **53** per month for the remainder of that school year.

8.3.2.1 Written translation, for purposes of this article, does not include Special Education, medical, discipline, or Student Study Team-related issues, where knowledge of technical or legal terminology is required.

8.3.3 Any part-time employee who provides interpreting and/or translation, shall be given additional time at his/her hourly rate, up to eight (8) hours per day/forty (40) hours per week in order to not negatively impact his/her regularly assigned duties.

8.3.4 Any full-time employee who provides interpreting and/or translation shall be given additional time in order not to negatively impact his/her regularly assigned duties.

8.3.5 If translating causes an employee to work more than eight (8) hours in one day, or forty (40) hours in one week, he/she shall be paid the standard overtime rate.

8.3.6 An employee whose job description includes interpreting and/or translation in his/her particular program shall receive a flat ~~$62~~ **63** per month if designated and required by the immediate supervisor to serve the site in general for the remainder of that school year.

8.4 HEALTH CARE STIPEND

When a student has been identified as having a severe health care need that has been determined by a physician and an IEP committee to be non-life threatening and/or not requiring one-to-one attention, then a stipend in the amount of ~~$258~~ **261** per month will be paid to a current classified employee assigned to perform any or all of the following services: gastrostomy tube feeding, catheterization, oxygen administration and care of related equipment, administering medication as directed, providing basic emergency care as needed, including but not limited to first aid, cardio pulmonary resuscitation, or other life sustaining efforts until medical assistance arrives. An employee earning the stipend may be required to provide these services for more than one student. No more than one health care stipend may be earned by an employee at one time. This stipend shall not apply

to employees who have the above stated responsibilities as part of their official job description.

8.5 FIRST AID STIPEND

Employees who volunteer and are designated by their supervisor to provide first aid in the absence of the school nurse on a regular or frequent basis, and who do not have these responsibilities as part of their official job description, shall be entitled to a stipend equivalent to 5% of their base salary. Once designated by their supervisor and Director of Human Resources to provide these services, employee(s) shall receive the stipend for the remainder of that semester. The employee(s) shall receive official notification of their designation from Human Resources.

First Aid Certificates shall be required for the following positions:

Campus Supervision Assistant
Health Care/Instructional Assistant for the Severely Impaired
Health Services Assistant
Instructional Assistant – Severely Impaired
Office Assistant – Elementary
Sr. Attendance Technician
Senior Custodian
School Office Manager – Elementary
School Office Manager – Continuation
Typist Clerk III – Children Centers

All positions listed above have first aid responsibilities as part of their official job description and compensation for this responsibility has been included in the base salary with the exception of Typist Clerk II's at the elementary school level who shall be paid an additional 5% stipend above and beyond their base salary.

New employees and employees designated by their supervisors to provide first aid services, shall obtain a First Aid certificate within six months of employment or designation.

First Aid training and the First Aid Certificate shall be provided at District expense and training shall occur during working hours. Renewal of the First Aid Certificate shall be accomplished at the District's expense and training shall occur during working hours.

8.6 SEVERELY IMPAIRED STIPEND

When a student has been identified as having a severely impaired need, determined by a physician and an IEP committee to be non-life-threatening, then a stipend in the amount of ~~$150~~ **152** per month will be paid to a current classified employee assigned to perform any of all of the following services: toileting, eating, washing, personal hygiene, assisting with physical aid appliances, assisting lifting in/out of wheelchair, assisting students to and from school bus or other transportation and/or in moving to and from activities on school site, basic first aid, administering medication as directed. An employee earning this stipend may be required to provide these services for more than one student. No more than one severely impaired stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

8.7 GROUNDS TECHNICIANS

Grounds Technicians who obtain a pest control certification (Cat. A & B) at their own expense and during their own time shall receive a monthly stipend of 2.5% of the salary for the duration of that license. Continuation of the stipend will be dependent upon successful renewal of the pest control certification (Cat. A & B) which will be at District expense and on District time.

8.8 ASBESTOS

Employees who have been designated by their supervisor to provide asbestos removal and who hold a valid National Environmental Training for Hazardous Materials, Asbestos and Lead certification shall receive a stipend of ~~$171.68~~ **173.40** per month for the duration of the license.

8.9 GOVERNMENTAL LICENSES

New hires or employees who transfer to positions requiring the following governmental licenses as a condition of employment as set forth in the District's job description shall be granted a one-time payment upon hire or transfer of ~~$258.00~~ **261** for each such license held when a copy of such license is presented to the District: Back Flow License, Fire Extinguisher License, and Bureau of Automotive Inspection Certificate.

8.10 NOTARY PUBLIC STIPEND

The District and CSEA agree that an annual stipend of ~~$1,030~~ **1,041** shall be provided for possession and use in the District of a Notary Public Commission Certificate. For those employees working less than 12 months/year, this stipend

shall be prorated to the equivalent monthly amount of ~~$85.83~~ **86.69**. The person receiving this stipend shall provide notary services for any site or department for the sole purpose of District business related activities.

8.11 TECHNOLOGY STIPEND

The District and CSEA agree that an annual stipend of $2,184 shall be paid to the designated Site Technician. The unit member receiving this stipend shall provide basic technology support for the assigned site. Payment shall be $1,092 per semester.

DATE: 10/17/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

June 18, 2019

The District and the California School Employees Association wish for Article 9: Health and Welfare Benefits to remain status quo for the 2018 – 2019 school year.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

DATE: 6/15/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

1:30 pm

TENTATIVE AGREEMENT BETWEEN BURBANK UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

September 30, 2019

ARTICLE 13: LEAVES

13.0 GENERAL PROVISIONS

13.0.1 Where a reason is required in order to obtain a leave of absence provided for under this Article, the District may verify the reason provided.

Paid Leaves

13.1 BEREAVEMENT LEAVE

13.1.1 Unit members who are absent from duty because of bereavement shall be allowed full pay for a period not to exceed seven (7) continuous workdays. Bereavement leave must be taken at the time of the death or serious illness when death is imminent. In situations involving unusual or extraordinary circumstances, employees may contact their immediate supervisor to make arrangements to distribute bereavement leave in other than a continuous manner.

13.1.2 Bereavement is defined as that occasioned by death or serious illness when death is imminent of relatives or persons shown in the following categories:

a. Employee or Spouse
   1. Parent
   2. Grandparent
   3. Grandchild
   4. Brother
   5. Sister
   6. Niece
   7. Nephew
   8. Son
   9. Daughter
   10. Foster Child
   11. Stepchild
   12. Stepparent
   13. Stepbrother
   14. Stepsister

b. Employee Only
   1. Spouse
   2. Son-in-law
   3. Daughter-in-law
   4. Person who resides in the household of the employee
   5. Sister-in-law
   6. Brother-in-law

~~13.1.3 When the bereavement involves the employee's spouse or those persons listed in 13.1.2(a) an additional two (2) days of bereavement leave shall be granted.~~

~~**A Supervisor may require verification of the need for bereavement leave.**~~

Unit members requesting bereavement leave shall fill out the District/CSEA approved form. A Supervisor or Human Resources may require written verification of the death or serious illness when death is imminent of the relative or persons names in 13.1.2.

13.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

13.2.1 Industrial accident or illness leave shall be provided in accordance with the provisions of the California Education Code, Section 45192, and the following rules and regulations:

(a) Allowable leave shall not exceed 60 working days in any one fiscal year for the same accident.

(b) Allowable leave shall not be accumulative from year to year.

(c) Industrial accident or illness leave will commence on the first day of absence.

(d) Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wage for the day.

(e) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

(f) When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

(g) The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code, Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full days wage or salary.

(h) Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

(i) During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

(j) When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous

assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

(k) Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

(l) An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

13.2.2 To be eligible for the benefits by this "Industrial Accident or Illness Leave" the bargaining unit member must be a part of the classified service of this District. Such bargaining unit members shall be entitled to these industrial accident or illness leave provisions from the first day during which they are employed as a part of said classified service.

13.3 JURY DUTY LEAVE

13.3.1 A unit member shall be granted a leave of absence when called for a tour of jury duty in the manner provided by law.

13.3.2 Any unit member called to jury duty shall submit to the District the jury duty notice for an approved absence for this purpose and shall submit such notice to the District on the workday following his/her receipt of such notice or provide notice five (5) days prior to the first day of jury duty.

13.3.3 A unit member who has been granted jury duty leave shall report for work with the District on any workday during which the member is not required to appear for scheduled jury service. The unit member shall submit verification of jury duty attendance to the District.

13.3.4 A unit member whose regular assignment is anything other than regular business hours who has been called to jury duty shall be excused from work on any day on which that unit member is required to appear for Jury Duty.

13.3.5 A unit member whose regular assignment is during normal school or business hours who is called for Jury Duty at Night Court shall be excused for the last one-half (1/2) of the workday on which the unit member is required to appear for Jury Duty, and the first one-half (1/2) of the workday on the day after the unit member is required to appear for jury duty.

13.3.6 Any member, while serving on jury duty, shall receive his or her regular salary from the District and shall remit to the District all fees, exclusive of mileage, received by the unit member for jury service.

13.4 PERSONAL BUSINESS LEAVE

13.4.1 A unit member who requests permission to leave the assigned work area for necessary personal business reasons for a period not exceeding one hour may do so with the prior approval of the unit member's immediate supervisor, and

without loss of pay provided that no paid substitute time is requested or required.

13.4.2 A unit member who requires personal business leave for a period exceeding one hour but not exceeding four hours may do so after receiving prior approval from the unit member's immediate supervisor and may make up hours at such times as may be approved by the immediate supervisor. Requests for such absence shall have been submitted to the immediate supervisor in writing at least one school day in advance of the time requested except in an emergency. Such absence need not be reported as long as it is made up under these conditions.

13.4.3 If time is not made up in accordance with Section 13.4.2, then salary shall be deducted for such absence as reported on the time sheet.

13.4.4 A unit member requesting one or more full days of personal business leave shall submit such request in advance, in writing, to the Superintendent.

13.4.5 For personal business leaves of one or more full days, a full day's salary deduction shall be made for each such workday.

13.4.6 It is agreed and understood that unpaid personal business days are to be limited to three days per year, unless a specific request for up to two additional days is approved by the Superintendent.

13.5 PERSONAL NECESSITY LEAVE

13.5.1 A unit member may elect, during any school year, to use up to ten (10) days of accumulated sick leave in cases of personal necessity when such cases of personal necessity are defined as follows:

(a) "Death in Immediate Family" – Death of a member of the employee's immediate family when the number of days exceeds the number provided for in Article 13, Sections 13.1.1 and 13.1.3. Members of the immediate family shall include those relatives and persons enumerated in Article 13, Section 13.1.2.

(b) "Accident of Emergency Nature" – Accident not otherwise chargeable to an illness or injury leave, involving the employee's person or property, or the person or property of a member's immediate family, of such an emergency nature as to require the attention and presence of the employee during his working day.

(c) "Court Appearance" – Appearance in court as a litigant; or as a witness under an official order. (A litigant is a party to the action such as the plaintiff or defendant.)

(d) "Illness in Immediate Family" – Acute illness of a member of the immediate family requiring professional treatment or hospitalization, and of such an emergency nature as to require the presence and attention of the employee during the employee's working day.

(e) "Home in Danger" – Imminent danger to the home of the employee, serious in nature, and which requires the presence of the employee during the employee's normal working day.

(f) "Fatherhood" – Personal presence of the father at the time of birth of a child or when birth is imminent.

(g) "Funeral Attendance" – Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.

(h) "Transportation Difficulties" – Unforeseen circumstance involving transportation or storm conditions that prevent the individual from traveling to and from work.

(i) "Specific Family Responsibilities" – Specific family responsibilities or family business imperatives which require the personal presence of the employee during working hours.

Such leave may be used when an employee has received a notice of complete layoff for the purpose of occupational investigation.

It is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period, for purely recreational activities, occupational investigation, a convention related to a member's avocation or spouse's business, profession or avocation or attending to matters which could reasonably be scheduled outside of working hours.

(j) "Discretionary Days"

Three (3) days of personal necessity leave of ten (10) days allowable may be utilized at the unit member's discretion upon the following conditions:

1. Such days shall be charged against the unit member's unused sick leave.
2. Forty-eight (48) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the unit member shall make every reasonable effort to give advance notice.
3. There shall be no accumulation from year to year of such days.
4. Immediate Supervisor retains the right to refuse the unit member to utilize a certain day if, in the opinion of the Immediate Supervisor, too many unit members simultaneously select the same day.
5. The unit member shall not be required to give reasons for the use of such day.
6. Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period, for purely recreational activities, occupational investigation, a convention related to a member's avocation or spouse's business, profession or avocation, work

stoppage or other concerted activities or attending to matters which could reasonably be scheduled outside of working hours.

13.6 PREGNANCY DISABILITY LEAVE

13.6.1 Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

13.6.2 The length of such pregnancy disability leave, including the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician; provided, however, that the District Management may require a verification of the extent of such disability by means of a physical examination of the employee by a physician who is a specialist in the area of said disability; said specialist to be appointed by and paid by the District.

13.6.3 The results of such examination by a specialist appointed and paid by the District shall be made available to the employee and the employee's attending physician at the earliest possible date, but in any case within a period of twenty (20) workdays immediately following the date of the request for said examination. The employee shall not be penalized by any loss of salary while awaiting the results of an examination by the District's specialist, or be required to use up additional days of the employee's sick leave while awaiting the results of such examination unless the outcome of the examination verifies that the disability still exists to the extent that the employee is unable to perform the individual's duties.

13.6.4 Employees who are members of the bargaining unit shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and half-pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; provided, however, that the district management may require a verification of the extent of disability according to the same procedures as outlined in Section 13.6.2 and 13.6.3 above.

13.6.5 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries, or disabilities.

13.6.6 An employee on pregnancy disability leave for 190 days or less shall be entitled to return to the same assignment held at the time such leave

commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment as determined by the District.

13.6.7 The salary range position and movement of an employee shall not be interrupted due to pregnancy disability leave of 190 consecutive days or less.

13.7 PAID PARENTAL LEAVE

13.7.1 *Definition of Parental Leave: For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."*

13.7.1.A Effective January 1, 2017, as provided by Education Code section 45196.1, the employee shall be entitled to parental leave as set forth in this section.

13.7.2 All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.

13.7.3 For purposes of this section, "parental leave" means leave for bonding with the employee's newborn child, or with a newly placed child in the employee household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

13.7.4 The employee must give the District at least 10 workdays advance written notice of his or her intention to use the parental leave and the anticipated dates of leave except for extenuating circumstances or in cases where a mutual agreement is reached to shorten the 10 work days advance notice. If an agreement between the employee and the District can't be reached with regard to extenuating circumstances CSEA shall be notified within 2 work days to discuss the matter.

13.7.5 Employees shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

13.7.5. A When both parents of the child are employed by the same employer, the parents may request 12 workweeks each for parental bonding.

13.7.6 When a employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to fifty percent (50%) pay for the remainder of the 12-work week leave. A employee may supplement the *fifty percent (*50%) pay with accrued vacation leave.

13.7.7 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the employee may take parental leave in increments of less than 2 weeks on up to two occasions.

13.7.8 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

13.~~7~~8 SICK LEAVE FOR PERSONAL ILLNESS OR INJURY

13.~~7~~8.1 A unit member employed five (5) full days per week shall be entitled to twelve (12) days of leave of absence for illness or injury (exclusive of all days the individual is not required to render service to the District) with full pay for a full fiscal year of service.

13.~~7~~8.2 A unit member employed five (5) full days per week, but for less than a full fiscal year, shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the individual is actually employed bears to twelve (12) months.

13.~~7~~83 A unit member employed less than five (5) full days per week shall be entitled, for a full fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the individual is employed per week bears to five, and, when such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

13.~~7~~8.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.

13.~~7~~8.5 Credit for leave of absence need not be accrued prior to taking such leave, and such leave of absence may be taken at any time during the year. However, a new employee shall not be eligible to take more than six (6) days, or the proportionate amount of which the employee may be entitled under this section, until the first day of the calendar month after the completion of six (6) months of active service with the District.

13.~~7~~8.6 If a unit member does not take the full amount of sick leave for illness or injury as allowed in any year under this section, the amount not taken shall be accumulated from year to year. Any employee with twenty-four (24) or more days of accumulated sick leave may choose to convert up to twelve (12) days of accumulated sick leave to vacation days. Such conversion shall be at the rate of two (2) sick leave days for each day of vacation. The term "days" as used in this section shall be defined as the number of hours the employee in question is regularly assigned at the time of the request.

13.~~7~~8.7 After all accumulated sick leave has been exhausted, a regularly employed unit member shall be entitled to extended sick leave benefits as follows:

(a) A unit member shall be compensated at a rate equal to fifty percent (50%) of their regular salary for days of absence due to illness or injury not in excess of a total of one hundred (100) days in any fiscal year. Each fiscal year shall be considered a new one hundred (100) day period

and subsequent half-paid days of sick leave shall apply for the same employee.

(b) The half-pay days of sick leave authorized shall be exclusive of any other paid leave, holiday, or vacation time to which the employee may be entitled.

13.~~7~~8.8 The following rules and regulations shall serve to require and prescribe the manner of proof of illness or injury of a unit member, but such rules and regulations shall not discriminate against the evidence of treatment and the need therefore by the practice of the religion of any well-recognized religious sect, denomination, or organization; and nothing in this section shall be deemed to modify or repeal any division of law set forth in Article 3, Division 3 of the California Health and Safety Code:

(a) Verification of absence due to illness or injury for a period not exceeding ten consecutive workdays shall be provided by the unit member by means of the written statement verifying such absence. Such statement shall be submitted to the immediate supervisor of the employee on a form prescribed by the Board of Education.

(b) Verification of absence due to illness or injury for a consecutive period of more than ten, but less than thirty, workdays shall be provided by means of a written statement from the attending physician which verifies the employee's illness or injury.

(c) Verification of absence due to illness or injury for a period of one calendar month or more shall be provided by means of a physician's written statement which verifies the employee's illness or injury to be filed with the Superintendent within fifteen days following each calendar month of such absence.

(d) For absences due to illness or injury exceeding ten (10) consecutive work days, an employee's ability to return to work shall be verified by a completed District Certificate for Return to Work (see Exhibit K), signed by the attending physician.

(e) Notwithstanding the foregoing rules and regulations, a member of the bargaining unit shall, at the request of the Superintendent or delegated administrative representative, consult with and/or be examined by a District appointed physician at District expense in the event that the absence of the employee is in excess of ten (10) consecutive workdays, or that the employee's work record reflects a history of brief, repeated absences due to illness or injury.

(f) When the District has been informed in writing by a physician attending a unit member, that the unit member is no longer ill and is able to return to work, the unit member shall not be penalized by any loss of salary, or be required to use up additional days of sick leave while awaiting the results of an examination by a District appointed physician, unless such examination verifies that illness or injury still exists to the extent that the employee should not return to work.

13.~~7~~8.9 An employee on sick leave shall be entitled to return to the same assignment held at the time such leave commenced unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment as determined by the District.

13.~~8~~9 CATASTROPHIC SICK LEAVE BANK

Bargaining unit members may apply for and receive catastrophic sick leave pursuant to the following provisions:

13.~~8~~9.1 The unit member, or a unit member's immediate family member for whom he/she must care, shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her district duties.

13.~~8~~9.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, extended sick leave, industrial illness and accident leave and/or any other paid time.

13.~~8~~9.3 The use of the catastrophic sick leave bank shall only be available to those bargaining unit members who have made a deposit of at least four (4) hours to the bank.

13.~~8~~9.4 A joint Association-District committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District must determine and certify that the unit member is eligible for catastrophic sick leave because he/she is unable to work due to the severity of that personal or family catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.

13.~~8~~9.5 Catastrophic sick leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.

13.~~8~~9.6 Unit members may deposit sick leave in four (4) hour increments according to the following regulations:

(a) a unit member with an accumulated sick leave of between 20 and 60 hours may deposit four (4) hours.

(b) a unit member with an accumulated sick leave of between 61 and 100 hours may deposit up to eight (8) hours.

(c) a unit member with an accumulated sick leave of 101 hours or more may deposit up to 10% of his/her sick leave.

13.~~8~~9.7 Deposits of sick leave into the catastrophic sick leave bank are irrevocable and such deposits shall be coordinated by the Joint Committee provided for in 13.8.4 above during the last two (2) weeks of October of each year. The Joint

Committee may request deposits of sick leave into the catastrophic sick leave bank at other times during the year should the total number of sick days in the catastrophic sick leave bank fall below 200 hours.

13.~~8~~9.8 Unit members wishing to use this catastrophic sick leave bank must submit a letter to Human Resources stating the nature of the catastrophic event and the number of days being requested. A copy of the attending physician's certification of the incapacitating illness or injury must be attached.

13.~~8~~9.9 Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits, and shall continue the 50% salary payment and the District fringe benefit contribution that the unit member received during said period.

13.~~8~~9.10 Any unit member who receives paid catastrophic sick leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic sick leave.

13.~~8~~9.11 Any unit member who applies for catastrophic sick leave understands that he/she waives any right to privacy concerning the communication of the circumstances and factors contemplated herein to the members of the Joint Committee provided for in 13.8.4 above.

13.~~8~~9.12 The receipt of a donated sick leave credit through catastrophic sick leave as defined herein, when combined with other District income, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.

13.~~8~~9.13 If the Board of Education subsequently adopts a catastrophic sick leave policy for non-represented employees of the District, and if the terms and conditions of said policy are parallel to this section, unit members shall be allowed to donate to, or receive from, said non-represented employees the catastrophic leave credits described herein.

13.~~8~~9.14 This catastrophic sick leave section shall not be subject to the provisions of Article 17: Grievance Procedure of this Agreement.

Unpaid Leaves

13.9~~1~~0 HEALTH LEAVE

13.~~9~~10.1 A leave of absence without pay may be requested by a unit member who is physically unable to work. A substantiating written statement from a licensed physician must accompany the employee's request.

13.~~9~~10.2 This regulation shall not discriminate against evidence of treatment and the need, therefore, by the practice of religion of any well-recognized church or denomination.

13.~~9~~10.3 In any case where questions arise, the District may request that the employee be examined by a physician employed by the Burbank Unified School District.

13.~~9~~10.4 Such leaves shall not be granted for longer than 190 consecutive workdays, nor shall time spent on health leave be credited towards salary advancement, longevity, vacation or accumulation of sick leave.

13.~~9~~10.5 An employee on health leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.

13.~~9~~10.6 It is understood and agreed as follows: there is no guarantee that an employee shall return to the same position. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The employee shall, however, be entitled to a comparable assignment as determined by the District.

13.~~9~~10.7 An employee returning from a health leave shall provide the District with written notice of availability to return to work. This written notice shall be given to the District at least two (2) working days prior to first available date of return. The notice must be accompanied by a written verification by the employee's physician that the employee may return to work without restriction.

13.1~~0~~ HOME RESPONSIBILITY LEAVE

13.1~~0~~.1 A leave of absence without pay, without credit towards advancement on the salary schedule and without longevity, vacation or accumulation of sick leave, may be granted to permanent employees for the purpose of home responsibilities such as prolonged illness of a family member, preparation for childbirth, care of children, or for other reasons which justify the employee's release from school District responsibilities.

13.1~~0~~.2 Such leave may be granted for up to 190 consecutive workdays.

13.1~~0~~.3 An employee on home responsibility leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.

13.1~~0~~.4 There is no guarantee that an employee shall return to the same job location. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The employee shall be entitled to an assignment in the same job classification.

13.1~~0~~.5 Upon request, the Board of Education may extend a home responsibility leave for up to one hundred ninety (190) consecutive workdays. The actual length of such leave may be varied at the discretion of the Board of Education, based on the interests of the District.

13.1~~2~~1 MILITARY LEAVE

13.1~~2~~1.1 Military leave shall be granted in accordance with Education Code Section 44800 and Military and Veterans Code Sections 395 through 395.4.

13.1~~3~~2 FAMILY CARE AND MEDICAL LEAVE

13.132.1 It is the intent of this provision to be consistent with Government Code section 12945.2, and it shall be interpreted so that there will be no violation of that law.

13.132.2 An employee with more than twelve months service with the District who has worked at least 1,250 hours in the previous 12-month period shall be granted an unpaid family care to leave up to a total of twelve (12) weeks in any twelve (12) month period pursuant to the requirements of this provision. For purposes of this provision the term "family care and medical leave" means either (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, or the serious health condition of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions. An unpaid family care and medical leave for the birth, adoption, or placement of a child must commence within one (1) year of the qualifying event.

13.132.3 An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

13.132.4 If an employee's need for an unpaid family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

13.132.5 The District requires that an employee's request for an unpaid family care leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of this condition.

For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

13.13~~2~~.6 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child, or parent, obtain the opinion of another health care provider, designated or approved jointly by the District and the employee. The opinion of the mutually agreed upon health care provider shall be considered to be final and shall be binding on the District and the employee.

13.13~~2~~.7 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.

13.13~~2~~.8 For purposes of this provision and consistent with current law, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.

For purposes of this provision and consistent with current law, the term "parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

For purposes of this provision and consistent with current law, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

(a) Inpatient care in a hospital, hospice, or residential health care facility; or

(b) Continuing treatment or continuing supervision by a health care provider. For purposes of this provision and consistent with current law, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.

13.13~~2~~.9 To the maximum extent permitted by law, any paid or unpaid leave otherwise granted by this Agreement shall be credited toward the leave provided for in paragraph 13.12. Thus, Family Care and Medical Leave will run concurrently

with the leave(s) granted pursuant to the other sections of this Article. This section does not apply to workers' compensation benefits.

13.13~~2~~.10 During any period an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for health and welfare benefits pursuant to Article 9. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

(a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired.

(b) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

13.13~~2~~.11 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a twelve (12) month period.

13.13~~2~~.12 Upon the termination of the leave, an employee shall have a right to reinstatement in the same or equivalent position s/he occupied prior to the leave. For the purposes of this section, same or equivalent position means a position that has the same or similar duties, hours, shift, and pay which can be performed at the same or similar geographic location as the position held prior to the leave and subject to the availability of the position. The District may refuse to reinstate an employee returning from leave to the same or an equivalent position if all the following apply: the employee is a salaried employee who is among the highest paid 10 percent of the District's employees; the refusal is necessary to prevent substantial and grievous economic injury to the operations of the District; and the District notifies the employee of the intent to refuse reinstatement at the time the District determines the refusal is necessary.

13.13~~2~~.13 Family Care and Medical Leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

13.13~~2~~.14 An employee using unpaid leave under Article 13.12 for the serous health condition of a child, parent or spouse is not entitled to additional leave under Article 13.10, Home Responsibility Leave, for the same reasons for a period of twenty-four (24) months.

13.14~~3~~ CAREER ADVANCEMENT LEAVE

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

September 30, 2019

Unit members enrolled in courses, workshops, and seminars sponsored by accredited and/or licensed adult education programs, junior colleges, colleges, universities, trade schools, or other private organizations, which are directly related to an employee's job or promotional opportunities within the District may take a one-time leave of absence, up to one year, without pay. In the event that courses require additional time for completion, a unit member may apply for up to an additional six (6) months extension of this unpaid leave or absence. Unit members returning from such leave shall be returning to the same job classification, when possible, as they held prior to such leave.

DATE: 9/30/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

May 29, 2019

RULES AND REGULATIONS FOR THE IMPLEMENTATION OF THE SCHEDULE OF CLASSIFIED MONTHLY SALARY RANGES AND HOURLY EQUIVALENTS

SERVICE STATUS

Any classified employee who has met the minimum qualifications for employment shall be assigned to the appropriate step and range of the Classified Salary Schedule and will be considered to be an employee of the regular Classified Service of the Burbank Unified School District,.

STEP ADVANCEMENT

Effective July 1, 1980, all bargaining unit members hired or promoted after July 1, 1980, shall receive step advancement on the classified personnel master salary schedule based on each employee's original date of employment.

The original date of employment shall be established as the first day of the first creditable calendar month of employment as defined in Article 12.3.2 of this Agreement.

The first advancement on the salary schedule shall be made six months from the original date of employment.

The second advancement on the salary schedule shall be made one year from the original date of employment.

Subsequent advancement through Step Six (VI) shall be made each consecutive year from the original date of employment.

PLACEMENT ON PROMOTION

Placement on any range of Schedule A as a result of promotion shall be on a step that will be at least five percent (5%) greater than the employee's current placement on any salary schedule in the Classified service but not greater than Step VI.

Effective July 1, 1981, if, as a result of promotion, placement is on Step 1 of the Salary Schedule, and if step advancement would not occur within six (6) months, placement at the time of promotion shall automatically be adjusted to Step II.

When justified current employees may negotiate a higher step based on prior relevant experience and/or education.

DATE: 5/29/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

EXHIBIT C

IMPACTS AND EFFECTS OF SUMMER ASSISTANCE PROGRAM AB 1808
MEMORANDUM OF UNDERSTANDING BETWEEN THE
BURBANK UNIFIED SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS BURBANK CHAPTER #674
DECEMBER 13, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Burbank Unified School District (hereinafter, "District") and the California School Employees Association and its Burbank Chapter 674 (hereinafter, "CSEA").

1) The attached Summer Assistance Program Memorandum fully and finally resolves the notification requirement to classified employees that the District has elected to participate in the program for the 2019- 2020 school year. Once the District elects to participate in the program and notifies classified employees, the District is prohibited from reversing the decision regarding AB 1808.

Signed this 13th Day of December 2018.

CSEA

Mary Hyman

Cheryl J. McDonald

Nancy Smith

Burbank Unified School District

California Summer Assistance Program
FOR
CLASSIFIED EMPLOYEES

The Burbank Unified School District (BUSD) has committed to participate in the Classified School Employee Summer Assistance Program (CSESAP) for classified employees in the 2019-2020 school year. This State has set aside $50,000,000 in order to provide participating classified employees with up to one dollar ($1) for each one dollar ($1) that the classified employee elects to have withheld from his or her monthly paychecks (up to 10% of his/her salary) for the 2019-2020 school year.

This is a new option for qualifying employees and there are still aspects of this program that have yet to be clarified for school districts. By the time the interest forms are sent out, BUSD hopes to know specifics about how this program may impact employees who wish to work summer school as well as specifics on a salary cap.

Based on what is currently known, this worksheet is designed to help you determine if you are eligible and to understand the basic rules of participation.

1. Am I Eligible?

If you can answer "yes" to all of the following questions, you are eligible to participate.

a. Will you have worked for the Burbank Unified School District at least one calendar year as of March 1, 2019?

b. Are you employed by the Burbank Unified School District less than 12 months (e.g. 9, 10 and 11 month employees) per fiscal year (July 1 to June 30)?

c. At the time of enrollment in the program, which is March 1, 2019, are you a **part-time or full-time** employee who makes less than $24.00 an hour? If you are a **part-time** employee who makes more than $24.00 an hour, you may still be eligible depending on the approved cap.

2. What are the Rules and Timelines?

a. If you wish to participate, you must notify the Burbank Unified School District by March 1, 2019, on the form that will be provided by the SDE, with the exact amount of funds (no more than 10% of your monthly gross earnings) you wish to have deducted for the program.

b. By May 1, 2019, the State will provide the Burbank Unified School District with an estimate of the match funds.

c. The Burbank Unified School District will notify participating classified employees of the matching funds no later than June 1, 2019.

d. After you receive notice of the match funds from the Burbank Unified School District, but not later than September 12, 2019, you have the option to withdraw from the program, using the State form.

e. You will receive the matching funds **during summer recess in 2020 (but it may be after August depending on when the State provides the funding).** The District must pay their classified employees the amounts withheld from their monthly paychecks plus the CSESAP match funds expected from the state, in one or two payments in accordance with the employee's selected payment option. These funds will be subject to normal withholdings but do not count as CalPERS reportable income.

f. In the event you leave employment prior to June 30, 2020, the Burbank Unified School District will return all funds placed in the Summer Assistance Program by you, without the State Matching funds, according to contract language.

BUSD is pleased to be able to offer the opportunity to the eligible staff and will work to ensure timely and accurate information. As the District receives more information from the State, as well as the applicable forms, that information will be distributed to all classified employees.

Burbank Unified School District
K – 12 Instructional Calendar for 2019-2020

Fall Semester

Independence Day Holiday (All offices and schools closed July 4) ..... Thursday, July 4
District Staff Development ..... August 5-7
Teacher Workdays ..... August 8, 9
Instruction Begins ..... Monday August 12
Labor Day Holiday (All offices and schools closed) ..... September 2
Back-to-School Night - Elementary Schools** ..... August 29 or September 12
Back-to-School Night – Middle Schools** ..... August 28
Back-to-School Night - High Schools** ..... September 4
Veterans Day (All offices and schools closed) ..... Monday, November 11
Elementary Schools Only: Non-student attendance: Parent-Teacher Conference ..... November 18
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences ..... November 19 – 22
Non-Instructional Day ..... November 27
Thanksgiving Holidays (All offices and schools closed) ..... November 28, 29
Final Exam Schedule for Comprehensive High Schools ..... December 17, 18, 19
Minimum Teaching Day for Middle Schools ..... December 19
Minimum Teaching Day for Elementary ..... December 20
Semester Ends, Pupil Free Secondary/Minimum Day K-5 ..... December 20
Winter Recess ..... December 23 – January 3
(All offices and schools closed December 24, 25, 31, January 1)

Spring Semester

School Reopens / Instruction Begins ..... Monday, January 6
Martin Luther King Day (All offices and schools closed) ..... Monday, January 20
Open House - Elementary Schools** ..... March 12 or April 30
Open House - Middle Schools** ..... March 11
Open House - High Schools** ..... March 18
Lincoln Holiday (All offices and schools closed) ..... Monday, February 10
President's Day (All offices and schools closed) ..... Monday, February 17
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences. February 24-February 28
Spring Recess (All offices and schools closed March 26, 27***) ..... March 23-27
School Reopens ..... March 30
Final Exam Schedule for Comprehensive High Schools ..... May 19, 20, 21
Minimum Day K-12 Semester Ends ..... Thursday, May 21
Teacher Work Day & Check-out ..... Friday, May 22
Memorial Day (All offices and schools closed) ..... Monday, May 25
Summer School Opens ..... Monday, June 1

** All schools have shortened days for Back to School Night and Open House
*** In lieu of Admission Day

Mary Hyman 10/17/19

Peter J. Knapik

Adopted September 20, 2018 by the Board of Education

MONTEREY HIGH SCHOOL CALENDAR 2019-2020

Summer Quarter

Independence Day Holiday	July 4
Teacher Work Day	July 10,11
Staff Development	July 12
Instruction Begins	July 15
District Staff Development	August 5
Back-to-School Night	August 21
Labor Day Holiday	September 2
Summer Quarter Instruction Ends	September 18
Summer Quarter Break	September 19 - October 11
Total Days = 46	

Fall Quarter

Staff Development	October 14
Instruction Begins	October 15
Veterans Day	November 11
Thanksgiving Holiday	November 27, 28, 29
Fall Quarter Instruction Ends	December 19
Fall Quarter Break	December 20- January 13
Total Days = 44	

Winter Quarter

Pupil Free/Teacher Work Day	January 13
Instruction Begins	January 14
Martin Luther King Day	January 20
Lincoln Day	February 10
Washington Day	February 17
Open House	February 19
Winter Quarter Instruction Ends	March 20
Winter Quarter Break	March 23 - April 10
Total Days = 46	

Spring Quarter

Instruction Begins	April 13
Memorial Day	May 25
Spring Quarter Instruction Ends	June 12
Pupil Free Day/Teacher Work Day	June 15
Total Days = 44	

Mary Hyman 10/17/19

Peter Knapik

2019-2020 BUSD Adult School
Instructional Calendar

ESL Program

ESL Registration (Fall Session)	August 5 – 8
Instruction Begins	August 12
All Staff Meeting (12:00-3:00 p.m.)	August 16
Labor Day Holiday (All offices and schools closed)	September 2
Open House – Adult School	September 4
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS)	September 4
Veterans Day (All offices and schools closed)	November 11
Adult School – No Evening Classes	November 27
Thanksgiving Holidays (All offices and schools closed)	November 28, 29, 30
Fall Semester Ends	December 5
Winter Recess (ESL) (All offices and school closed December 24 – January 5)	December 9 – January 3
School Reopens, ESL Registration (Spring Session)	January 6 - 9
Instruction Begins	January 13
All Staff Meeting (12:00 – 3:00 p.m.)	January 17
Martin Luther King, Jr Day (All offices and schools closed)	January 20
Open House – Adult School	January 22
Lincoln Holiday (All offices and schools closed)	February 10
Presidents' Day (All offices and schools closed)	February 17
Open House – High Schools (No Adult Classes at BHS & JBHS)	March 18
Spring Recess (All offices and schools closed)	March 23 – March 28
Spring Semester Ends (ESL)	May 7
Memorial Day (All offices and schools closed)	May 25

Academic Program

Instruction Begins (Learning Center/ABE)	August 5
Instruction (Academic)	August 12
All Staff Meeting (12:00-3:00 p.m.)	August 16
Labor Day Holiday (All offices and schools closed)	September 2
Open House – Adult School	September 4
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS)	September 4
Veterans Day (All offices and schools closed)	November 11
Adult School – No Evening Classes	November 27
Thanksgiving Holidays (All offices and schools closed)	November 28, 29,30
Fall Semester Ends (ABE, Learning Center and Academic)	December 6
Winter Recess (Academic) (All offices and school closed December 24 – January 5)	December 9 – January 3
School Reopens, Spring Semester Instruction Begins (Learning Center/ABE)	January 6
Spring Semester Instruction Begins (Academic)	January 13
All Staff Meeting (12:00 – 3:00 p.m.)	January 17
Martin Luther King, Jr Day (All offices and schools closed)	January 20
Open House – Adult School	January 22
Lincoln Holiday (All offices and schools closed)	February 10
Presidents' Day (All offices and schools closed)	February 17
Open House – High Schools (No Adult Classes at BHS & JBHS)	March 18
Spring Recess (All offices and schools closed)	March 23 – March 28
Spring Semester Instruction Ends (Learning Center/ABE/Academic)	May 15
Graduation	May 20
Memorial Day (All offices and schools closed)	May 25

Mary Hyman 10/17/19

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	November 21, 2019
SUBJECT:	Approval of the 2018-2019 Negotiated Amendment to 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

Background:
The California School Employees Association and the District have tentatively agreed to a 2018-2019 Amendment to the Agreement. The Association and the District have agreed to the attached signed Articles. CSEA has informed the District that the Association has ratified this Tentative Agreement.

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

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

Article 8: Compensation
Effective retroactive to July 1, 2018, all bargaining unit member salary schedules and stipends will increase by 1%. Additionally, the Technology Stipend has been established under the bargaining unit. This stipend is currently paid out of the Hourly Salary schedule.

Article 13: Leaves
Language in Article 13 was modified to clarify language pertaining to the Bereavement Leave.

Calendars
Work calendars for all classifications were approved.

Rules and Regulations for the Implementation of the Schedule of Classified Monthly Salary Ranges and Hourly Equivalents
Language was established to allow current employees the ability to negotiate a higher step based on prior experience and/or education.

Fiscal Impact:
The financial implications to this Agreement are stated on the AB 1200.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the negotiated 2018-2019 Negotiated Amendment to 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, as presented.

Los Angeles County Office of Education
Business Advisory Services

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

Name of School District:	Burbank Unified School District
Name of Bargaining Unit:	CSEA Burbank Chapter #674
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2019 (date)

The Governing Board will act upon this agreement on: November 21, 2019 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1.	**Salary Schedule** Including Step and Column	$ 30,835,234	$ 616,705		
			2.00%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		$ 205,216		
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 12,952,937	$ 321,014		
			2.48%	0.00%	0.00%
4.	**Health/Welfare Plans**				
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 43,788,171	$ 1,142,935	$ -	$ -
			2.61%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	574.80			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 76,180	$ 1,988	$ -	$ -
			2.61%	0.00%	0.00

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

The negotiated percentage change was 1% on schedule for 2018-2019 retro to July 1, 2018. Increased all stipends by 1%. Increased all longevity by $30 per month. Added 8.11 technology stipend which includes a 1% increase. This was previously on the district hourly schedule. The 1% retro for 2018-19 was accrued from Unaudited actuals

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

No

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

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

Yes. $11,000 annually. No change was made to the cap.

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

Clarified language to the berevement leave; added language so that current employees may negotiate a higher step based on prior experience and/or education. Previously only new employees could do this; 19-20 instructional calendar was agreed upon.

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

None

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

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

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund 01.0, Adult Fund 11.0, Child Development Fund 12.0, Cafeteria Fund 13.0, Building Fund 21.0

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

General Fund 01.0, Adult Fund 11.0, Child Development Fund 12.0, Cafeteria Fund 13.0, Building Fund 21.0

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 138,940,768		$ -	$ 138,940,768
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 2,892,277		$ -	$ 2,892,277
Other Local Revenue	8600-8799	$ 506,063		$ -	$ 506,063
TOTAL REVENUES		$ 142,339,108		$ -	$ 142,339,108
EXPENDITURES					
Certificated Salaries	1000-1999	$ 62,374,638			$ 62,374,638
Classified Salaries	2000-2999	$ 16,895,081	$ 703,519	$ (525,149)	$ 17,073,451
Employee Benefits	3000-3999	$ 28,809,403	$ 284,094	$ (230,242)	$ 28,863,255
Books and Supplies	4000-4999	$ 1,653,328		$ -	$ 1,653,328
Services and Other Operating Expenditures	5000-5999	$ 9,189,701		$ -	$ 9,189,701
Capital Outlay	6000-6999	$ 96,369		$ -	$ 96,369
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,648,714		$ -	$ 1,648,714
Transfers of Indirect Costs	7300-7399	$ (1,508,445)		$ -	$ (1,508,445)
TOTAL EXPENDITURES		$ 119,158,789	$ 987,613	$ (755,391)	$ 119,391,011
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ -	$ -	$ 1,084,027
Contributions	8980-8999	$ (23,422,097)	$ -	$ -	$ (23,422,097)
OPERATING SURPLUS (DEFICIT)*		$ (1,325,805)	$ (987,613)	$ 755,391	$ (1,558,027)
BEGINNING FUND BALANCE	9791	$ 7,945,081			$ 7,945,081
Audit Adjustments/Other Restatements	9793/9795				$ -
ENDING FUND BALANCE		$ 6,619,276	$ (987,613)	$ 755,391	$ 6,387,054
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780	$ 1,383,787	$ -	$ -	$ 1,383,787
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ -	$ -	$ 4,903,207
Unassigned/Unappropriated Amount	9790	$ 232,222	$ (987,613)	$ 755,391	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 5,785,392		$ -	$ 5,785,392
Other State Revenue	8300-8599	$ 11,606,056		$ -	$ 11,606,056
Other Local Revenue	8600-8799	$ 2,074,658		$ -	$ 2,074,658
TOTAL REVENUES		$ 19,466,106		$ -	$ 19,466,106
EXPENDITURES					
Certificated Salaries	1000-1999	$ 12,634,124	$ -	$ -	$ 12,634,124
Classified Salaries	2000-2999	$ 11,222,991			$ 11,222,991
Employee Benefits	3000-3999	$ 9,180,217			$ 9,180,217
Books and Supplies	4000-4999	$ 1,637,974		$ -	$ 1,637,974
Services and Other Operating Expenditures	5000-5999	$ 6,424,849		$ -	$ 6,424,849
Capital Outlay	6000-6999	$ 90,506		$ -	$ 90,506
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,162,773		$ -	$ 1,162,773
Transfers of Indirect Costs	7300-7399	$ 611,755		$ -	$ 611,755
TOTAL EXPENDITURES		$ 42,965,189	$ -	$ -	$ 42,965,189
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ 23,422,097	$ -	$ -	$ 23,422,097
OPERATING SURPLUS (DEFICIT)*		$ (76,986)	$ -	$ -	$ (76,986)
BEGINNING FUND BALANCE	9791	$ 3,972,621			$ 3,972,621
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,895,635	$ -	$ -	$ 3,895,635
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 3,895,635	$ -	$ -	$ 3,895,635
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 138,940,768		$ -	$ 138,940,768
Federal Revenue	8100-8299	$ 5,785,392		$ -	$ 5,785,392
Other State Revenue	8300-8599	$ 14,498,333		$ -	$ 14,498,333
Other Local Revenue	8600-8799	$ 2,580,721		$ -	$ 2,580,721
TOTAL REVENUES		$ 161,805,214		$ -	$ 161,805,214
EXPENDITURES					
Certificated Salaries	1000-1999	$ 75,008,762	$ -	$ -	$ 75,008,762
Classified Salaries	2000-2999	$ 28,118,072	$ 703,519	$ (525,149)	$ 28,296,442
Employee Benefits	3000-3999	$ 37,989,620	$ 284,094	$ (230,242)	$ 38,043,472
Books and Supplies	4000-4999	$ 3,291,302		$ -	$ 3,291,302
Services and Other Operating Expenditures	5000-5999	$ 15,614,550		$ -	$ 15,614,550
Capital Outlay	6000-6999	$ 186,875		$ -	$ 186,875
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 2,811,487		$ -	$ 2,811,487
Transfers of Indirect Costs	7300-7399	$ (896,690)		$ -	$ (896,690)
TOTAL EXPENDITURES		$ 162,123,978	$ 987,613	$ (755,391)	$ 162,356,200
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ -	$ -	$ 1,084,027
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (1,402,791)	$ (987,613)	$ 755,391	$ (1,635,013)
BEGINNING FUND BALANCE	9791	$ 11,917,702			$ 11,917,702
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 10,514,911	$ (987,613)	$ 755,391	$ 10,282,689
COMPONENTS OF ENDING FUND					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740	$ 3,895,635	$ -	$ -	$ 3,895,635
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 1,383,787	$ -	$ -	$ 1,383,787
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ -	$ -	$ 4,903,207
Unassigned/Unappropriated Amount	9790	$ 232,222	$ (987,613)	$ 755,391	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 284,074		$ -	$ 284,074
Other State Revenue	8300-8599	$ 2,717,879		$ -	$ 2,717,879
Other Local Revenue	8600-8799	$ 337,924		$ -	$ 337,924
TOTAL REVENUES		$ 3,339,877		$ -	$ 3,339,877
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,694,051		$ -	$ 1,694,051
Classified Salaries	2000-2999	$ 852,058	$ 34,118	$ (17,041)	$ 869,135
Employee Benefits	3000-3999	$ 836,424	$ 11,736	$ (6,303)	$ 841,857
Books and Supplies	4000-4999	$ 88,126		$ -	$ 88,126
Services and Other Operating Expenditures	5000-5999	$ 185,238		$ -	$ 185,238
Capital Outlay	6000-6999	$ 196,940		$ -	$ 196,940
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 192,478		$ -	$ 192,478
TOTAL EXPENDITURES		$ 4,045,315	$ 45,854	$ (23,344)	$ 4,067,825
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 268,520	$ -	$ -	$ 268,520
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (436,918)	$ (45,854)	$ 23,344	$ (459,428)
BEGINNING FUND BALANCE	9791	$ 4,225,235			$ 4,225,235
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,788,317	$ (45,854)	$ 23,344	$ 3,765,807
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719		$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 3,765,807	$ -	$ -	$ 3,765,807
Unassigned/Unappropriated Amount	9790	$ 22,510	$ (45,854)	$ 23,344	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 235,030		$ -	$ 235,030
Other State Revenue	8300-8599	$ 646,246		$ -	$ 646,246
Other Local Revenue	8600-8799	$ 5,227,774		$ -	$ 5,227,774
TOTAL REVENUES		$ 6,109,050		$ -	$ 6,109,050
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,791,538	$ -	$ -	$ 1,791,538
Classified Salaries	2000-2999	$ 1,969,246	$ 39,385	$ (39,385)	$ 1,969,246
Employee Benefits	3000-3999	$ 1,579,976	$ 15,474	$ (15,474)	$ 1,579,976
Books and Supplies	4000-4999	$ 241,062		$ -	$ 241,062
Services and Other Operating Expenditures	5000-5999	$ 440,016		$ -	$ 440,016
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 502,719		$ -	$ 502,719
TOTAL EXPENDITURES		$ 6,524,557	$ 54,859	$ (54,859)	$ 6,524,557
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 415,507		$ -	$ 415,507
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ (54,859)	$ 54,859	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ (54,859)	$ 54,859	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ (54,859)	$ 54,859	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 1,995,469		$ -	$ 1,995,469
Other State Revenue	8300-8599	$ 136,394		$ -	$ 136,394
Other Local Revenue	8600-8799	$ 1,699,145		$ -	$ 1,699,145
TOTAL REVENUES		$ 3,831,008		$ -	$ 3,831,008
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 1,632,978	$ 41,634	$ (32,680)	$ 1,641,932
Employee Benefits	3000-3999	$ 675,461	$ 8,979	$ (6,275)	$ 678,165
Books and Supplies	4000-4999	$ 1,458,270		$ -	$ 1,458,270
Services and Other Operating Expenditures	5000-5999	$ 180,897		$ -	$ 180,897
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 201,493		$ -	$ 201,493
TOTAL EXPENDITURES		$ 4,149,099	$ 50,613	$ (38,955)	$ 4,160,757
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (318,091)	$ (50,613)	$ 38,955	$ (329,749)
BEGINNING FUND BALANCE	9791	$ 367,401			$ 367,401
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 49,310	$ (50,613)	$ 38,955	$ 37,652
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 37,652	$ -	$ -	$ 37,652
Unassigned/Unappropriated Amount	9790	$ 11,658	$ (50,613)	$ 38,955	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Building Fund 21.0**
Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ 301,986		$ -	$ 301,986
TOTAL REVENUES		$ 301,986		$ -	$ 301,986
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 122,491	$ 3,050	$ (2,450)	$ 123,091
Employee Benefits	3000-3999	$ 56,299	$ 946	$ (765)	$ 56,480
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ 111,387		$ -	$ 111,387
Capital Outlay	6000-6999	$ 4,034,962		$ -	$ 4,034,962
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ 4,325,139	$ 3,996	$ (3,215)	$ 4,325,920
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (4,023,153)	$ (3,996)	$ 3,215	$ (4,023,934)
BEGINNING FUND BALANCE	9791	$ 11,459,542			$ 11,459,542
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 7,436,389	$ (3,996)	$ 3,215	$ 7,435,608
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ 7,435,608	$ -	$ -	$ 7,435,608
Unassigned/Unappropriated Amount	9790	$ 781	$ (3,996)	$ 3,215	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____
Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 07/01/2019)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

Public Disclosure of Proposed Collective Bargaining Agreement

Burbank Unified School District
CSEA Burbank Chapter #674

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

Page 4a: Unrestricted General Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(755,391)	See comments below
Other Financing Sources/Uses	$	-	

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

Page 4d: Fund 11 - Adult Education Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(23,344)	See comments below
Other Financing Sources/Uses	$	-	

Page 4e: Fund 12 - Child Development Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(54,859)	See comments below
Other Financing Sources/Uses	$	-	

Page 4f: Fund 13/61 - Cafeteria Fund		Amount	Explanation
Revenues	$	-	
Expenditures	$	(38,955)	See comments below
Other Financing Sources/Uses	$	-	

Page 4g: Other		Amount	Explanation
Revenues	$	-	
Expenditures	$	(3,215)	See comments below
Other Financing Sources/Uses	$	-	

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

Additional Comments:
1% was included in Adopted Budget and a 1% was included in Estimated Actuals. The 1% from Estimated actuals was set aside as a commitment in the ending fund balance as of Unaudited Actuals. Longevity and the stipend increase was not set aside. Therefore, in column 3 of the AB1200, the salary increase and retro are backed out as 'other revision' since it was included in the adopted budget and ending fund balance set aside.

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 138,940,768	$ 142,998,305	$ 146,876,329
Federal Revenue	8100-8299	$ -	$ -	$ -
Other State Revenue	8300-8599	$ 2,892,277	$ 2,892,277	$ 2,892,277
Other Local Revenue	8600-8799	$ 506,063	$ 506,063	$ 506,063
TOTAL REVENUES		$ 142,339,108	$ 146,396,645	$ 150,274,669
EXPENDITURES				
Certificated Salaries	1000-1999	$ 62,374,638	$ 63,225,253	$ 64,104,119
Classified Salaries	2000-2999	$ 17,073,451	$ 17,221,547	$ 17,458,828
Employee Benefits	3000-3999	$ 28,863,255	$ 30,735,929	$ 32,795,987
Books and Supplies	4000-4999	$ 1,653,328	$ 1,653,328	$ 1,703,755
Services and Other Operating Expenditures	5000-5999	$ 9,189,701	$ 8,973,495	$ 9,081,276
Capital Outlay	6000-6999	$ 96,369	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,648,714	$ 1,513,822	$ 1,575,124
Transfers of Indirect Costs	7300-7399	$ (1,508,445)	$ (1,508,445)	$ (1,434,496)
Other Adjustments				$ -
TOTAL EXPENDITURES		$ 119,391,011	$ 121,814,929	$ 125,284,593
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ 1,081,542	$ 1,026,744
Contributions	8980-8999	$ (23,422,097)	$ (23,844,062)	$ (23,937,377)
OPERATING SURPLUS (DEFICIT)*		$ (1,558,027)	$ (343,888)	$ 25,955
BEGINNING FUND BALANCE	9791	$ 7,945,081	$ 6,387,054	$ 6,043,166
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 6,387,054	$ 6,043,166	$ 6,069,121
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740			
Committed	9750-9760	$ -		$ -
Assigned	9780	$ 1,383,787	$ 956,533	$ 892,377
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ 4,986,573	$ 5,076,684
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 5,785,392	$ 5,785,392	$ 5,785,392
Other State Revenue	8300-8599	$ 11,606,056	$ 11,114,026	$ 11,114,026
Other Local Revenue	8600-8799	$ 2,074,658	$ 2,074,658	$ 2,074,658
TOTAL REVENUES		$ 19,466,106	$ 18,974,076	$ 18,974,076
EXPENDITURES				
Certificated Salaries	1000-1999	$ 12,634,124	$ 12,777,652	$ 12,539,985
Classified Salaries	2000-2999	$ 11,222,991	$ 11,409,533	$ 11,596,075
Employee Benefits	3000-3999	$ 9,180,217	$ 9,764,818	$ 9,797,876
Books and Supplies	4000-4999	$ 1,637,974	$ 1,102,639	$ 746,757
Services and Other Operating Expenditures	5000-5999	$ 6,424,849	$ 6,493,445	$ 6,495,513
Capital Outlay	6000-6999	$ 90,506	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,162,773	$ 1,162,773	$ 1,162,773
Transfers of Indirect Costs	7300-7399	$ 611,755	$ 611,755	$ 572,474
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 42,965,189	$ 43,322,615	$ 42,911,453
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 23,422,097	$ 23,844,062	$ 23,937,377
OPERATING SURPLUS (DEFICIT)*		$ (76,986)	$ (504,477)	$ -
BEGINNING FUND BALANCE	9791	$ 3,972,621	$ 3,895,635	$ 3,391,158
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 3,895,635	$ 3,391,158	$ 3,391,158
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 3,895,635	$ 3,391,158	$ 3,391,158
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: CSEA Burbank Chapter #674

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 138,940,768	$ 142,998,305	$ 146,876,329
Federal Revenue	8100-8299	$ 5,785,392	$ 5,785,392	$ 5,785,392
Other State Revenue	8300-8599	$ 14,498,333	$ 14,006,303	$ 14,006,303
Other Local Revenue	8600-8799	$ 2,580,721	$ 2,580,721	$ 2,580,721
TOTAL REVENUES		$ 161,805,214	$ 165,370,721	$ 169,248,745
EXPENDITURES				
Certificated Salaries	1000-1999	$ 75,008,762	$ 76,002,905	$ 76,644,104
Classified Salaries	2000-2999	$ 28,296,442	$ 28,631,080	$ 29,054,903
Employee Benefits	3000-3999	$ 38,043,472	$ 40,500,747	$ 42,593,863
Books and Supplies	4000-4999	$ 3,291,302	$ 2,755,967	$ 2,450,512
Services and Other Operating Expenditures	5000-5999	$ 15,614,550	$ 15,466,940	$ 15,576,789
Capital Outlay	6000-6999	$ 186,875	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 2,811,487	$ 2,676,595	$ 2,737,897
Transfers of Indirect Costs	7300-7399	$ (896,690)	$ (896,690)	$ (862,022)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 162,356,200	$ 165,137,544	$ 168,196,046
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1,084,027	$ 1,081,542	$ 1,026,744
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (1,635,013)	$ (848,365)	$ 25,955
BEGINNING FUND BALANCE	9791	$ 11,917,702	$ 10,282,689	$ 9,434,324
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 10,282,689	$ 9,434,324	$ 9,460,279
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740	$ 3,895,635	$ 3,391,158	$ 3,391,158
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 1,383,787	$ 956,533	$ 892,377
Reserve for Economic Uncertainties	9789	$ 4,903,207	$ 4,986,573	$ 5,076,684
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 163,440,227	$ 166,219,086	$ 169,222,790
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 163,440,227	$ 166,219,086	$ 169,222,790
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 4,903,207	$ 4,986,573	$ 5,076,684

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 4,903,207	$ 4,986,573	$ 5,076,684
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 4,903,207	$ 4,986,573	$ 5,076,684
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2019-20	Yes	X	No	
2020-21	Yes	X	No	
2021-22	Yes	X	No	

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	1,142,935
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(987,613)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	(45,854)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	(54,859)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	(50,613)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	(3,996)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(1,142,935)
	Variance	$ -

Variance Explanation:
1% was included in Adopted Budget and a 1% was included in Estimated Actuals. The 1% from Estimated actuals was set aside as a commitment in the ending fund balance as of Unaudited Actuals. Longevity and the stipend increase was not set aside. Therefore, in column 3 of the AB1200, the salary increase and retro are backed out as 'other revision' since it was included in the adopted budget and ending fund balance set aside.

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

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$ (1,402,791)	(0.9%)	
Current FY Surplus/(Deficit) after settlement(s)?	$ (1,635,013)	(1.0%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (848,365)	(0.5%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ 25,955	0.0%	

Deficit Reduction Plan (as necessary):
Continue to monitor and review Special Education costs, enrollment projections and STRS/PERS increases each year.

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

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

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

CSEA Burbank Chapter #674

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2019-20	2020-21	2021-22
a. LCFF Funding per ADA	9,138.39	9,457.58	9,733.81	9,997.83
b. Amount Change from Prior Year Funding per ADA		319.19	276.23	264.02
c. Percentage Change from Prior Year Funding per ADA		3.49%	2.92%	2.71%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		1,142,935.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		2.61%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Burbank Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30, 2019

Board Actions

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

Current Year

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 267,171
Ending Balance(s) Increase/(Decrease)	$ (267,171)

Subsequent Years

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

Budget Revisions

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

Assumptions

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

Certifications

___ I hereby certify ___ I am unable to certify

District Superintendent (Signature) — Date: 11/8/19

___ I hereby certify ___ I am unable to certify

Chief Business Official (Signature) — Date: 11/8/19

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

Burbank Unified School District
CSEA Burbank Chapter #674

Assumptions and Explanations (enter or attach documentation)

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

Revenue Assumptions:

Lottery Funded at $151 unrestricted and restricted $53 per ADA
Federal and State funding including Special Education remain level
No one time funding is included in this assumption
Assumptions based on 2019-20 Adopted budget as of July 1, 2019
14,688.64 funded ADA for 19/20, 20/21 & 21/22 Fiscal Years

Expense Assumptions:

Health and Welfare cap remain at $11,000
CalPERS rate as of 7/1/19 - 20.73% - 19/20, 23.60 - 20/21, 24.90% - 21/22
CPI at 3.38% - 19/20, 3.16%-20/21, 3.05%-21/22
Step & Column
1% on schedule salary assumption was included in estimated actuals and adopted budget for CSEA
1% retro included in Estimated actuals accrued in Unaudited Actuals for CSEA

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

L. CERTIFICATION NO. 2

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

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

Burbank Unified School District
District Name

District Superintendent
(Signature)

Date

Alyssa Low - Director of Fiscal Services
Contact Person

818-729-4450
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on November 21, 2019 took action to approve the proposed agreement with the CSEA Burbank Chapter #674 Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

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

TENTATIVE AGREEMENT
between
Burbank Unified School District
and the
California School Employees Association
and its
Burbank Chapter #674

The Burbank Unified School District (District) and the California School Employees Association, and its Burbank Chapter 674, (CSEA or Association) agree to the following Articles/Agreement:

Ground Rules- Changed the date and the name of Labor Rep to a generic title.

Article 8: Compensation- Agreed to a 1% salary increase on schedule as well as increasing all stipends by 1%. Agreed to increase all longevity by $30.00 per month. Added 8.11 Technology Stipend which includes the 1% increase. This stipend has been routinely given to classified employees but was on the districts other hourly schedule.

Article 9: Health and Welfare Benefits- Health and Welfare Benefits: Agreed to no change for the 18-19 school year.

Article 13: Leaves- added clarifying language to the bereavement leave.

Exhibit C- Added language so that current employees may negotiate a higher step based on prior experience and/or education. Previously only new employees could do this. The Signature page for this exhibit will be in a separate email.

Instructional Calendars- All Instructional calendars for the 19-20 school year. You will see duplicate work calendars and that is because we found errors after we originally signed off on them. We made the changes and initialed and dated the correct information.

Mary Hyman 10/24/19
Mary Hyman
CSEA President Burbank Ch. #674

10/24/19
Sarah Niemann
Assistant Superintendent,
Burbank Unified School District

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

October 17, 2019

ARTICLE 8: COMPENSATION

8.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A and B as included in the Appendices of this Agreement. EXHIBIT B, Classified Salary Schedule shall be increased by ~~2~~ **1**% effective July 1, 201~~7~~**8**.

8.1.1 In the event the District intends to take to the Board of Education a resolution for layoffs/reductions affecting more than 20 unit members between the date of ratification of this Agreement and June 30, 20~~14~~**20**, the District and Association shall meet in advance to explore options and alternatives to those layoffs/reductions. This does not affect any rights found elsewhere in the Agreement or in law.

8.2 LONGEVITY PAY

Effective July 1, 201~~7~~**8** , unit members will receive longevity pay for creditable service as follows:

10 years - $ ~~85~~ **115** per month
15 years - $ ~~118~~ **148** per month
20 years - $ ~~167~~ **197** per month
25 years - $ ~~208~~ **238** per month
30 years - $ ~~247~~ **277** per month

This amount will be prorated for any employee with a daily assignment of less than six (6) hours.

8.2.1 Longevity pay for all bargaining unit members shall be computed and paid based on each unit member's original date of employment as defined in EXHIBIT C of this Agreement.

8.3 TRANSLATING STIPEND

8.3.1 Provided he/she passes the District's basic bilingual and oral proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for oral translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated at a flat $~~42~~ **43** per month for the remainder of that school year.

8.3.2 Provided he/she passes the District's basic bilingual written proficiency test, an employee who is annually designated by his/her supervisor(s), who

agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for written translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated an additional flat ~~$52~~ **53** per month for the remainder of that school year.

8.3.2.1 Written translation, for purposes of this article, does not include Special Education, medical, discipline, or Student Study Team-related issues, where knowledge of technical or legal terminology is required.

8.3.3 Any part-time employee who provides interpreting and/or translation, shall be given additional time at his/her hourly rate, up to eight (8) hours per day/forty (40) hours per week in order to not negatively impact his/her regularly assigned duties.

8.3.4 Any full-time employee who provides interpreting and/or translation shall be given additional time in order not to negatively impact his/her regularly assigned duties.

8.3.5 If translating causes an employee to work more than eight (8) hours in one day, or forty (40) hours in one week, he/she shall be paid the standard overtime rate.

8.3.6 An employee whose job description includes interpreting and/or translation in his/her particular program shall receive a flat ~~$62~~ **63** per month if designated and required by the immediate supervisor to serve the site in general for the remainder of that school year.

8.4 HEALTH CARE STIPEND

When a student has been identified as having a severe health care need that has been determined by a physician and an IEP committee to be non-life threatening and/or not requiring one-to-one attention, then a stipend in the amount of ~~$258~~ **261** per month will be paid to a current classified employee assigned to perform any or all of the following services: gastrostomy tube feeding, catheterization, oxygen administration and care of related equipment, administering medication as directed, providing basic emergency care as needed, including but not limited to first aid, cardio pulmonary resuscitation, or other life sustaining efforts until medical assistance arrives. An employee earning the stipend may be required to provide these services for more than one student. No more than one health care stipend may be earned by an employee at one time. This stipend shall not apply

to employees who have the above stated responsibilities as part of their official job description.

8.5 FIRST AID STIPEND

Employees who volunteer and are designated by their supervisor to provide first aid in the absence of the school nurse on a regular or frequent basis, and who do not have these responsibilities as part of their official job description, shall be entitled to a stipend equivalent to 5% of their base salary. Once designated by their supervisor and Director of Human Resources to provide these services, employee(s) shall receive the stipend for the remainder of that semester. The employee(s) shall receive official notification of their designation from Human Resources.

First Aid Certificates shall be required for the following positions:

Campus Supervision Assistant
Health Care/Instructional Assistant for the Severely Impaired
Health Services Assistant
Instructional Assistant – Severely Impaired
Office Assistant – Elementary
Sr. Attendance Technician
Senior Custodian
School Office Manager – Elementary
School Office Manager – Continuation
Typist Clerk III – Children Centers

All positions listed above have first aid responsibilities as part of their official job description and compensation for this responsibility has been included in the base salary with the exception of Typist Clerk II's at the elementary school level who shall be paid an additional 5% stipend above and beyond their base salary.

New employees and employees designated by their supervisors to provide first aid services, shall obtain a First Aid certificate within six months of employment or designation.

First Aid training and the First Aid Certificate shall be provided at District expense and training shall occur during working hours. Renewal of the First Aid Certificate shall be accomplished at the District's expense and training shall occur during working hours.

8.6 SEVERELY IMPAIRED STIPEND

When a student has been identified as having a severely impaired need, determined by a physician and an IEP committee to be non-life-threatening, then a stipend in the amount of ~~$150~~ **152** per month will be paid to a current classified employee assigned to perform any of all of the following services: toileting, eating, washing, personal hygiene, assisting with physical aid appliances, assisting lifting in/out of wheelchair, assisting students to and from school bus or other transportation and/or in moving to and from activities on school site, basic first aid, administering medication as directed. An employee earning this stipend may be required to provide these services for more than one student. No more than one severely impaired stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

8.7 GROUNDS TECHNICIANS

Grounds Technicians who obtain a pest control certification (Cat. A & B) at their own expense and during their own time shall receive a monthly stipend of 2.5% of the salary for the duration of that license. Continuation of the stipend will be dependent upon successful renewal of the pest control certification (Cat. A & B) which will be at District expense and on District time.

8.8 ASBESTOS

Employees who have been designated by their supervisor to provide asbestos removal and who hold a valid National Environmental Training for Hazardous Materials, Asbestos and Lead certification shall receive a stipend of ~~$171.68~~ **173.40** per month for the duration of the license.

8.9 GOVERNMENTAL LICENSES

New hires or employees who transfer to positions requiring the following governmental licenses as a condition of employment as set forth in the District's job description shall be granted a one-time payment upon hire or transfer of ~~$258.00~~ **261** for each such license held when a copy of such license is presented to the District: Back Flow License, Fire Extinguisher License, and Bureau of Automotive Inspection Certificate.

8.10 NOTARY PUBLIC STIPEND

The District and CSEA agree that an annual stipend of ~~$1,030~~ **1,041** shall be provided for possession and use in the District of a Notary Public Commission Certificate. For those employees working less than 12 months/year, this stipend

shall be prorated to the equivalent monthly amount of ~~$85.83~~ **86.69**. The person receiving this stipend shall provide notary services for any site or department for the sole purpose of District business related activities.

8.11 TECHNOLOGY STIPEND

The District and CSEA agree that an annual stipend of $2,184 shall be paid to the designated Site Technician. The unit member receiving this stipend shall provide basic technology support for the assigned site. Payment shall be $1,092 per semester.

DATE: 10/17/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

June 18, 2019

The District and the California School Employees Association wish for Article 9: Health and Welfare Benefits to remain status quo for the 2018 – 2019 school year.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

DATE: 6/15/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

1:30 pm

TENTATIVE AGREEMENT BETWEEN BURBANK UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

September 30, 2019

ARTICLE 13: LEAVES

13.0 GENERAL PROVISIONS

13.0.1 Where a reason is required in order to obtain a leave of absence provided for under this Article, the District may verify the reason provided.

Paid Leaves

13.1 BEREAVEMENT LEAVE

13.1.1 Unit members who are absent from duty because of bereavement shall be allowed full pay for a period not to exceed seven (7) continuous workdays. Bereavement leave must be taken at the time of the death or serious illness when death is imminent. In situations involving unusual or extraordinary circumstances, employees may contact their immediate supervisor to make arrangements to distribute bereavement leave in other than a continuous manner.

13.1.2 Bereavement is defined as that occasioned by death or serious illness when death is imminent of relatives or persons shown in the following categories:

a. Employee or Spouse
   1. Parent
   2. Grandparent
   3. Grandchild
   4. Brother
   5. Sister
   6. Niece
   7. Nephew
   8. Son
   9. Daughter
   10. Foster Child
   11. Stepchild
   12. Stepparent
   13. Stepbrother
   14. Stepsister

b. Employee Only
   1. Spouse
   2. Son-in-law
   3. Daughter-in-law
   4. Person who resides in the household of the employee
   5. Sister-in-law
   6. Brother-in-law

~~13.1.3 When the bereavement involves the employee's spouse or those persons listed in 13.1.2(a) an additional two (2) days of bereavement leave shall be granted.~~

~~**A Supervisor may require verification of the need for bereavement leave.**~~

Unit members requesting bereavement leave shall fill out the District/CSEA approved form. A Supervisor or Human Resources may require written verification of the death or serious illness when death is imminent of the relative or persons names in 13.1.2.

13.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

13.2.1 Industrial accident or illness leave shall be provided in accordance with the provisions of the California Education Code, Section 45192, and the following rules and regulations:

(a) Allowable leave shall not exceed 60 working days in any one fiscal year for the same accident.

(b) Allowable leave shall not be accumulative from year to year.

(c) Industrial accident or illness leave will commence on the first day of absence.

(d) Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wage for the day.

(e) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

(f) When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

(g) The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code, Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full days wage or salary.

(h) Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

(i) During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

(j) When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous

assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

(k) Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

(l) An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

13.2.2 To be eligible for the benefits by this "Industrial Accident or Illness Leave" the bargaining unit member must be a part of the classified service of this District. Such bargaining unit members shall be entitled to these industrial accident or illness leave provisions from the first day during which they are employed as a part of said classified service.

13.3 JURY DUTY LEAVE

13.3.1 A unit member shall be granted a leave of absence when called for a tour of jury duty in the manner provided by law.

13.3.2 Any unit member called to jury duty shall submit to the District the jury duty notice for an approved absence for this purpose and shall submit such notice to the District on the workday following his/her receipt of such notice or provide notice five (5) days prior to the first day of jury duty.

13.3.3 A unit member who has been granted jury duty leave shall report for work with the District on any workday during which the member is not required to appear for scheduled jury service. The unit member shall submit verification of jury duty attendance to the District.

13.3.4 A unit member whose regular assignment is anything other than regular business hours who has been called to jury duty shall be excused from work on any day on which that unit member is required to appear for Jury Duty.

13.3.5 A unit member whose regular assignment is during normal school or business hours who is called for Jury Duty at Night Court shall be excused for the last one-half (1/2) of the workday on which the unit member is required to appear for Jury Duty, and the first one-half (1/2) of the workday on the day after the unit member is required to appear for jury duty.

13.3.6 Any member, while serving on jury duty, shall receive his or her regular salary from the District and shall remit to the District all fees, exclusive of mileage, received by the unit member for jury service.

13.4 PERSONAL BUSINESS LEAVE

13.4.1 A unit member who requests permission to leave the assigned work area for necessary personal business reasons for a period not exceeding one hour may do so with the prior approval of the unit member's immediate supervisor, and

without loss of pay provided that no paid substitute time is requested or required.

13.4.2 A unit member who requires personal business leave for a period exceeding one hour but not exceeding four hours may do so after receiving prior approval from the unit member's immediate supervisor and may make up hours at such times as may be approved by the immediate supervisor. Requests for such absence shall have been submitted to the immediate supervisor in writing at least one school day in advance of the time requested except in an emergency. Such absence need not be reported as long as it is made up under these conditions.

13.4.3 If time is not made up in accordance with Section 13.4.2, then salary shall be deducted for such absence as reported on the time sheet.

13.4.4 A unit member requesting one or more full days of personal business leave shall submit such request in advance, in writing, to the Superintendent.

13.4.5 For personal business leaves of one or more full days, a full day's salary deduction shall be made for each such workday.

13.4.6 It is agreed and understood that unpaid personal business days are to be limited to three days per year, unless a specific request for up to two additional days is approved by the Superintendent.

13.5 PERSONAL NECESSITY LEAVE

13.5.1 A unit member may elect, during any school year, to use up to ten (10) days of accumulated sick leave in cases of personal necessity when such cases of personal necessity are defined as follows:

(a) "Death in Immediate Family" – Death of a member of the employee's immediate family when the number of days exceeds the number provided for in Article 13, Sections 13.1.1 and 13.1.3. Members of the immediate family shall include those relatives and persons enumerated in Article 13, Section 13.1.2.

(b) "Accident of Emergency Nature" – Accident not otherwise chargeable to an illness or injury leave, involving the employee's person or property, or the person or property of a member's immediate family, of such an emergency nature as to require the attention and presence of the employee during his working day.

(c) "Court Appearance" – Appearance in court as a litigant; or as a witness under an official order. (A litigant is a party to the action such as the plaintiff or defendant.)

(d) "Illness in Immediate Family" – Acute illness of a member of the immediate family requiring professional treatment or hospitalization, and of such an emergency nature as to require the presence and attention of the employee during the employee's working day.

(e) "Home in Danger" – Imminent danger to the home of the employee, serious in nature, and which requires the presence of the employee during the employee's normal working day.

(f) "Fatherhood" – Personal presence of the father at the time of birth of a child or when birth is imminent.

(g) "Funeral Attendance" – Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.

(h) "Transportation Difficulties" – Unforeseen circumstance involving transportation or storm conditions that prevent the individual from traveling to and from work.

(i) "Specific Family Responsibilities" – Specific family responsibilities or family business imperatives which require the personal presence of the employee during working hours.

Such leave may be used when an employee has received a notice of complete layoff for the purpose of occupational investigation.

It is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period, for purely recreational activities, occupational investigation, a convention related to a member's avocation or spouse's business, profession or avocation or attending to matters which could reasonably be scheduled outside of working hours.

(j) "Discretionary Days"

Three (3) days of personal necessity leave of ten (10) days allowable may be utilized at the unit member's discretion upon the following conditions:

1. Such days shall be charged against the unit member's unused sick leave.
2. Forty-eight (48) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the unit member shall make every reasonable effort to give advance notice.
3. There shall be no accumulation from year to year of such days.
4. Immediate Supervisor retains the right to refuse the unit member to utilize a certain day if, in the opinion of the Immediate Supervisor, too many unit members simultaneously select the same day.
5. The unit member shall not be required to give reasons for the use of such day.
6. Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period, for purely recreational activities, occupational investigation, a convention related to a member's avocation or spouse's business, profession or avocation, work

stoppage or other concerted activities or attending to matters which could reasonably be scheduled outside of working hours.

13.6 PREGNANCY DISABILITY LEAVE

13.6.1 Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

13.6.2 The length of such pregnancy disability leave, including the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician; provided, however, that the District Management may require a verification of the extent of such disability by means of a physical examination of the employee by a physician who is a specialist in the area of said disability; said specialist to be appointed by and paid by the District.

13.6.3 The results of such examination by a specialist appointed and paid by the District shall be made available to the employee and the employee's attending physician at the earliest possible date, but in any case within a period of twenty (20) workdays immediately following the date of the request for said examination. The employee shall not be penalized by any loss of salary while awaiting the results of an examination by the District's specialist, or be required to use up additional days of the employee's sick leave while awaiting the results of such examination unless the outcome of the examination verifies that the disability still exists to the extent that the employee is unable to perform the individual's duties.

13.6.4 Employees who are members of the bargaining unit shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and half-pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; provided, however, that the district management may require a verification of the extent of disability according to the same procedures as outlined in Section 13.6.2 and 13.6.3 above.

13.6.5 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries, or disabilities.

13.6.6 An employee on pregnancy disability leave for 190 days or less shall be entitled to return to the same assignment held at the time such leave

commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment as determined by the District.

13.6.7 The salary range position and movement of an employee shall not be interrupted due to pregnancy disability leave of 190 consecutive days or less.

13.7 PAID PARENTAL LEAVE

13.7.1 *Definition of Parental Leave: For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."*

13.7.1.A Effective January 1, 2017, as provided by Education Code section 45196.1, the employee shall be entitled to parental leave as set forth in this section.

13.7.2 All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.

13.7.3 For purposes of this section, "parental leave" means leave for bonding with the employee's newborn child, or with a newly placed child in the employee household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

13.7.4 The employee must give the District at least 10 workdays advance written notice of his or her intention to use the parental leave and the anticipated dates of leave except for extenuating circumstances or in cases where a mutual agreement is reached to shorten the 10 work days advance notice. If an agreement between the employee and the District can't be reached with regard to extenuating circumstances CSEA shall be notified within 2 work days to discuss the matter.

13.7.5 Employees shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

13.7.5. A When both parents of the child are employed by the same employer, the parents may request 12 workweeks each for parental bonding.

13.7.6 When a employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to fifty percent (50%) pay for the remainder of the 12-work week leave. A employee may supplement the *fifty percent (*50%) pay with accrued vacation leave.

13.7.7 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the employee may take parental leave in increments of less than 2 weeks on up to two occasions.

13.7.8 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

13.~~7~~8 SICK LEAVE FOR PERSONAL ILLNESS OR INJURY

13.~~7~~8.1 A unit member employed five (5) full days per week shall be entitled to twelve (12) days of leave of absence for illness or injury (exclusive of all days the individual is not required to render service to the District) with full pay for a full fiscal year of service.

13.~~7~~8.2 A unit member employed five (5) full days per week, but for less than a full fiscal year, shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the individual is actually employed bears to twelve (12) months.

13.~~7~~83 A unit member employed less than five (5) full days per week shall be entitled, for a full fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the individual is employed per week bears to five, and, when such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

13.~~7~~8.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.

13.~~7~~8.5 Credit for leave of absence need not be accrued prior to taking such leave, and such leave of absence may be taken at any time during the year. However, a new employee shall not be eligible to take more than six (6) days, or the proportionate amount of which the employee may be entitled under this section, until the first day of the calendar month after the completion of six (6) months of active service with the District.

13.~~7~~8.6 If a unit member does not take the full amount of sick leave for illness or injury as allowed in any year under this section, the amount not taken shall be accumulated from year to year. Any employee with twenty-four (24) or more days of accumulated sick leave may choose to convert up to twelve (12) days of accumulated sick leave to vacation days. Such conversion shall be at the rate of two (2) sick leave days for each day of vacation. The term "days" as used in this section shall be defined as the number of hours the employee in question is regularly assigned at the time of the request.

13.~~7~~8.7 After all accumulated sick leave has been exhausted, a regularly employed unit member shall be entitled to extended sick leave benefits as follows:

(a) A unit member shall be compensated at a rate equal to fifty percent (50%) of their regular salary for days of absence due to illness or injury not in excess of a total of one hundred (100) days in any fiscal year. Each fiscal year shall be considered a new one hundred (100) day period

and subsequent half-paid days of sick leave shall apply for the same employee.

(b) The half-pay days of sick leave authorized shall be exclusive of any other paid leave, holiday, or vacation time to which the employee may be entitled.

13.~~7~~8.8 The following rules and regulations shall serve to require and prescribe the manner of proof of illness or injury of a unit member, but such rules and regulations shall not discriminate against the evidence of treatment and the need therefore by the practice of the religion of any well-recognized religious sect, denomination, or organization; and nothing in this section shall be deemed to modify or repeal any division of law set forth in Article 3, Division 3 of the California Health and Safety Code:

(a) Verification of absence due to illness or injury for a period not exceeding ten consecutive workdays shall be provided by the unit member by means of the written statement verifying such absence. Such statement shall be submitted to the immediate supervisor of the employee on a form prescribed by the Board of Education.

(b) Verification of absence due to illness or injury for a consecutive period of more than ten, but less than thirty, workdays shall be provided by means of a written statement from the attending physician which verifies the employee's illness or injury.

(c) Verification of absence due to illness or injury for a period of one calendar month or more shall be provided by means of a physician's written statement which verifies the employee's illness or injury to be filed with the Superintendent within fifteen days following each calendar month of such absence.

(d) For absences due to illness or injury exceeding ten (10) consecutive work days, an employee's ability to return to work shall be verified by a completed District Certificate for Return to Work (see Exhibit K), signed by the attending physician.

(e) Notwithstanding the foregoing rules and regulations, a member of the bargaining unit shall, at the request of the Superintendent or delegated administrative representative, consult with and/or be examined by a District appointed physician at District expense in the event that the absence of the employee is in excess of ten (10) consecutive workdays, or that the employee's work record reflects a history of brief, repeated absences due to illness or injury.

(f) When the District has been informed in writing by a physician attending a unit member, that the unit member is no longer ill and is able to return to work, the unit member shall not be penalized by any loss of salary, or be required to use up additional days of sick leave while awaiting the results of an examination by a District appointed physician, unless such examination verifies that illness or injury still exists to the extent that the employee should not return to work.

13.~~7~~8.9 An employee on sick leave shall be entitled to return to the same assignment held at the time such leave commenced unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment as determined by the District.

13.~~8~~9 CATASTROPHIC SICK LEAVE BANK

Bargaining unit members may apply for and receive catastrophic sick leave pursuant to the following provisions:

13.~~8~~9.1 The unit member, or a unit member's immediate family member for whom he/she must care, shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her district duties.

13.~~8~~9.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, extended sick leave, industrial illness and accident leave and/or any other paid time.

13.~~8~~9.3 The use of the catastrophic sick leave bank shall only be available to those bargaining unit members who have made a deposit of at least four (4) hours to the bank.

13.~~8~~9.4 A joint Association-District committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District must determine and certify that the unit member is eligible for catastrophic sick leave because he/she is unable to work due to the severity of that personal or family catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.

13.~~8~~9.5 Catastrophic sick leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.

13.~~8~~9.6 Unit members may deposit sick leave in four (4) hour increments according to the following regulations:

(a) a unit member with an accumulated sick leave of between 20 and 60 hours may deposit four (4) hours.

(b) a unit member with an accumulated sick leave of between 61 and 100 hours may deposit up to eight (8) hours.

(c) a unit member with an accumulated sick leave of 101 hours or more may deposit up to 10% of his/her sick leave.

13.~~8~~9.7 Deposits of sick leave into the catastrophic sick leave bank are irrevocable and such deposits shall be coordinated by the Joint Committee provided for in 13.8.4 above during the last two (2) weeks of October of each year. The Joint

Committee may request deposits of sick leave into the catastrophic sick leave bank at other times during the year should the total number of sick days in the catastrophic sick leave bank fall below 200 hours.

13.~~8~~9.8 Unit members wishing to use this catastrophic sick leave bank must submit a letter to Human Resources stating the nature of the catastrophic event and the number of days being requested. A copy of the attending physician's certification of the incapacitating illness or injury must be attached.

13.~~8~~9.9 Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits, and shall continue the 50% salary payment and the District fringe benefit contribution that the unit member received during said period.

13.~~8~~9.10 Any unit member who receives paid catastrophic sick leave shall first use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic sick leave.

13.~~8~~9.11 Any unit member who applies for catastrophic sick leave understands that he/she waives any right to privacy concerning the communication of the circumstances and factors contemplated herein to the members of the Joint Committee provided for in 13.8.4 above.

13.~~8~~9.12 The receipt of a donated sick leave credit through catastrophic sick leave as defined herein, when combined with other District income, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.

13.~~8~~9.13 If the Board of Education subsequently adopts a catastrophic sick leave policy for non-represented employees of the District, and if the terms and conditions of said policy are parallel to this section, unit members shall be allowed to donate to, or receive from, said non-represented employees the catastrophic leave credits described herein.

13.~~8~~9.14 This catastrophic sick leave section shall not be subject to the provisions of Article 17: Grievance Procedure of this Agreement.

Unpaid Leaves

13.~~9~~10 HEALTH LEAVE

13.~~9~~10.1 A leave of absence without pay may be requested by a unit member who is physically unable to work. A substantiating written statement from a licensed physician must accompany the employee's request.

13.~~9~~10.2 This regulation shall not discriminate against evidence of treatment and the need, therefore, by the practice of religion of any well-recognized church or denomination.

13.~~9~~10.3 In any case where questions arise, the District may request that the employee be examined by a physician employed by the Burbank Unified School District.

13.~~9~~10.4 Such leaves shall not be granted for longer than 190 consecutive workdays, nor shall time spent on health leave be credited towards salary advancement, longevity, vacation or accumulation of sick leave.

13.~~9~~10.5 An employee on health leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.

13.~~9~~10.6 It is understood and agreed as follows: there is no guarantee that an employee shall return to the same position. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The employee shall, however, be entitled to a comparable assignment as determined by the District.

13.~~9~~10.7 An employee returning from a health leave shall provide the District with written notice of availability to return to work. This written notice shall be given to the District at least two (2) working days prior to first available date of return. The notice must be accompanied by a written verification by the employee's physician that the employee may return to work without restriction.

13.1~~0~~ HOME RESPONSIBILITY LEAVE

13.1~~0~~.1 A leave of absence without pay, without credit towards advancement on the salary schedule and without longevity, vacation or accumulation of sick leave, may be granted to permanent employees for the purpose of home responsibilities such as prolonged illness of a family member, preparation for childbirth, care of children, or for other reasons which justify the employee's release from school District responsibilities.

13.1~~0~~.2 Such leave may be granted for up to 190 consecutive workdays.

13.1~~0~~.3 An employee on home responsibility leave shall be permitted to participate in the District insurance program by making timely premium payments directly to the District.

13.1~~0~~.4 There is no guarantee that an employee shall return to the same job location. In each case, the needs of the District shall receive primary consideration in reassigning employees returning from leave. The employee shall be entitled to an assignment in the same job classification.

13.1~~0~~.5 Upon request, the Board of Education may extend a home responsibility leave for up to one hundred ninety (190) consecutive workdays. The actual length of such leave may be varied at the discretion of the Board of Education, based on the interests of the District.

13.1~~2~~1 MILITARY LEAVE

13.1~~2~~1.1 Military leave shall be granted in accordance with Education Code Section 44800 and Military and Veterans Code Sections 395 through 395.4.

13.1~~3~~2 FAMILY CARE AND MEDICAL LEAVE

13.132.1 It is the intent of this provision to be consistent with Government Code section 12945.2, and it shall be interpreted so that there will be no violation of that law.

13.132.2 An employee with more than twelve months service with the District who has worked at least 1,250 hours in the previous 12-month period shall be granted an unpaid family care to leave up to a total of twelve (12) weeks in any twelve (12) month period pursuant to the requirements of this provision. For purposes of this provision the term "family care and medical leave" means either (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, or the serious health condition of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions. An unpaid family care and medical leave for the birth, adoption, or placement of a child must commence within one (1) year of the qualifying event.

13.132.3 An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

13.132.4 If an employee's need for an unpaid family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

13.132.5 The District requires that an employee's request for an unpaid family care leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of this condition.

For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

13.13~~2~~.6 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child, or parent, obtain the opinion of another health care provider, designated or approved jointly by the District and the employee. The opinion of the mutually agreed upon health care provider shall be considered to be final and shall be binding on the District and the employee.

13.13~~2~~.7 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.

13.13~~2~~.8 For purposes of this provision and consistent with current law, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.

For purposes of this provision and consistent with current law, the term "parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

For purposes of this provision and consistent with current law, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

(a) Inpatient care in a hospital, hospice, or residential health care facility; or

(b) Continuing treatment or continuing supervision by a health care provider. For purposes of this provision and consistent with current law, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.

13.13~~2~~.9 To the maximum extent permitted by law, any paid or unpaid leave otherwise granted by this Agreement shall be credited toward the leave provided for in paragraph 13.12. Thus, Family Care and Medical Leave will run concurrently

with the leave(s) granted pursuant to the other sections of this Article. This section does not apply to workers' compensation benefits.

13.13~~2~~.10 During any period an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for health and welfare benefits pursuant to Article 9. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

(a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired.

(b) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

13.13~~2~~.11 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a twelve (12) month period.

13.13~~2~~.12 Upon the termination of the leave, an employee shall have a right to reinstatement in the same or equivalent position s/he occupied prior to the leave. For the purposes of this section, same or equivalent position means a position that has the same or similar duties, hours, shift, and pay which can be performed at the same or similar geographic location as the position held prior to the leave and subject to the availability of the position. The District may refuse to reinstate an employee returning from leave to the same or an equivalent position if all the following apply: the employee is a salaried employee who is among the highest paid 10 percent of the District's employees; the refusal is necessary to prevent substantial and grievous economic injury to the operations of the District; and the District notifies the employee of the intent to refuse reinstatement at the time the District determines the refusal is necessary.

13.13~~2~~.13 Family Care and Medical Leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

13.13~~2~~.14 An employee using unpaid leave under Article 13.12 for the serous health condition of a child, parent or spouse is not entitled to additional leave under Article 13.10, Home Responsibility Leave, for the same reasons for a period of twenty-four (24) months.

13.1~~4~~3 CAREER ADVANCEMENT LEAVE

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

September 30, 2019

Unit members enrolled in courses, workshops, and seminars sponsored by accredited and/or licensed adult education programs, junior colleges, colleges, universities, trade schools, or other private organizations, which are directly related to an employee's job or promotional opportunities within the District may take a one-time leave of absence, up to one year, without pay. In the event that courses require additional time for completion, a unit member may apply for up to an additional six (6) months extension of this unpaid leave or absence. Unit members returning from such leave shall be returning to the same job classification, when possible, as they held prior to such leave.

DATE: 9/30/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

TENTATIVE AGREEMENT BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

May 29, 2019

RULES AND REGULATIONS FOR THE IMPLEMENTATION OF THE SCHEDULE OF CLASSIFIED MONTHLY SALARY RANGES AND HOURLY EQUIVALENTS

SERVICE STATUS

Any classified employee who has met the minimum qualifications for employment shall be assigned to the appropriate step and range of the Classified Salary Schedule and will be considered to be an employee of the regular Classified Service of the Burbank Unified School District,.

STEP ADVANCEMENT

Effective July 1, 1980, all bargaining unit members hired or promoted after July 1, 1980, shall receive step advancement on the classified personnel master salary schedule based on each employee's original date of employment.

The original date of employment shall be established as the first day of the first creditable calendar month of employment as defined in Article 12.3.2 of this Agreement.

The first advancement on the salary schedule shall be made six months from the original date of employment.

The second advancement on the salary schedule shall be made one year from the original date of employment.

Subsequent advancement through Step Six (VI) shall be made each consecutive year from the original date of employment.

PLACEMENT ON PROMOTION

Placement on any range of Schedule A as a result of promotion shall be on a step that will be at least five percent (5%) greater than the employee's current placement on any salary schedule in the Classified service but not greater than Step VI.

Effective July 1, 1981, if, as a result of promotion, placement is on Step 1 of the Salary Schedule, and if step advancement would not occur within six (6) months, placement at the time of promotion shall automatically be adjusted to Step II.

When justified current employees may negotiate a higher step based on prior relevant experience and/or education.

DATE: 5/29/19

Mary Hyman
CSEA President, Chapter 674

Angelica Reyes
CSEA Labor Relations Representative

Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

EXHIBIT C

IMPACTS AND EFFECTS OF SUMMER ASSISTANCE PROGRAM AB 1808
MEMORANDUM OF UNDERSTANDING BETWEEN THE
BURBANK UNIFIED SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS BURBANK CHAPTER #674
DECEMBER 13, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Burbank Unified School District (hereinafter, "District") and the California School Employees Association and its Burbank Chapter 674 (hereinafter, "CSEA").

1) The attached Summer Assistance Program Memorandum fully and finally resolves the notification requirement to classified employees that the District has elected to participate in the program for the 2019- 2020 school year. Once the District elects to participate in the program and notifies classified employees, the District is prohibited from reversing the decision regarding AB 1808.

Signed this 13th Day of December 2018.

CSEA

Burbank Unified School District

California Summer Assistance Program
FOR
CLASSIFIED EMPLOYEES

The Burbank Unified School District (BUSD) has committed to participate in the Classified School Employee Summer Assistance Program (CSESAP) for classified employees in the 2019-2020 school year. This State has set aside $50,000,000 in order to provide participating classified employees with up to one dollar ($1) for each one dollar ($1) that the classified employee elects to have withheld from his or her monthly paychecks (up to 10% of his/her salary) for the 2019-2020 school year.

This is a new option for qualifying employees and there are still aspects of this program that have yet to be clarified for school districts. By the time the interest forms are sent out, BUSD hopes to know specifics about how this program may impact employees who wish to work summer school as well as specifics on a salary cap.

Based on what is currently known, this worksheet is designed to help you determine if you are eligible and to understand the basic rules of participation.

1. Am I Eligible?

If you can answer "yes" to all of the following questions, you are eligible to participate.

a. Will you have worked for the Burbank Unified School District at least one calendar year as of March 1, 2019?

b. Are you employed by the Burbank Unified School District less than 12 months (e.g. 9, 10 and 11 month employees) per fiscal year (July 1 to June 30)?

c. At the time of enrollment in the program, which is March 1, 2019, are you a **part-time or full-time** employee who makes less than $24.00 an hour? If you are a **part-time** employee who makes more than $24.00 an hour, you may still be eligible depending on the approved cap.

2. What are the Rules and Timelines?

a. If you wish to participate, you must notify the Burbank Unified School District by March 1, 2019, on the form that will be provided by the SDE, with the exact amount of funds (no more than 10% of your monthly gross earnings) you wish to have deducted for the program.

b. By May 1, 2019, the State will provide the Burbank Unified School District with an estimate of the match funds.

c. The Burbank Unified School District will notify participating classified employees of the matching funds no later than June 1, 2019.

d. After you receive notice of the match funds from the Burbank Unified School District, but not later than September 12, 2019, you have the option to withdraw from the program, using the State form.

e. You will receive the matching funds **during summer recess in 2020 (but it may be after August depending on when the State provides the funding).** The District must pay their classified employees the amounts withheld from their monthly paychecks plus the CSESAP match funds expected from the state, in one or two payments in accordance with the employee's selected payment option. These funds will be subject to normal withholdings but do not count as CalPERS reportable income.

f. In the event you leave employment prior to June 30, 2020, the Burbank Unified School District will return all funds placed in the Summer Assistance Program by you, without the State Matching funds, according to contract language.

BUSD is pleased to be able to offer the opportunity to the eligible staff and will work to ensure timely and accurate information. As the District receives more information from the State, as well as the applicable forms, that information will be distributed to all classified employees.

Burbank Unified School District
K – 12 Instructional Calendar for 2019-2020

Fall Semester

Independence Day Holiday (All offices and schools closed July 4) ..... Thursday, July 4
District Staff Development ..... August 5-7
Teacher Workdays ..... August 8, 9
Instruction Begins ..... Monday August 12
Labor Day Holiday (All offices and schools closed) ..... September 2
Back-to-School Night - Elementary Schools** ..... August 29 or September 12
Back-to-School Night – Middle Schools** ..... August 28
Back-to-School Night - High Schools** ..... September 4
Veterans Day (All offices and schools closed) ..... Monday, November 11
Elementary Schools Only: Non-student attendance: Parent-Teacher Conference ..... November 18
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences ..... November 19 – 22
Non-Instructional Day ..... November 27
Thanksgiving Holidays (All offices and schools closed) ..... November 28, 29
Final Exam Schedule for Comprehensive High Schools ..... December 17, 18, 19
Minimum Teaching Day for Middle Schools ..... December 19
Minimum Teaching Day for Elementary ..... December 20
Semester Ends, Pupil Free Secondary/Minimum Day K-5 ..... December 20
Winter Recess ..... December 23 – January 3
(All offices and schools closed December 24, 25, 31, January 1)

Spring Semester

School Reopens / Instruction Begins ..... Monday, January 6
Martin Luther King Day (All offices and schools closed) ..... Monday, January 20
Open House - Elementary Schools** ..... March 12 or April 30
Open House - Middle Schools** ..... March 11
Open House - High Schools** ..... March 18
Lincoln Holiday (All offices and schools closed) ..... Monday, February 10
President's Day (All offices and schools closed) ..... Monday, February 17
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences. February 24-February 28
Spring Recess (All offices and schools closed March 26, 27***) ..... March 23-27
School Reopens ..... March 30
Final Exam Schedule for Comprehensive High Schools ..... May 19, 20, 21
Minimum Day K-12 Semester Ends ..... Thursday, May 21
Teacher Work Day & Check-out ..... Friday, May 22
Memorial Day (All offices and schools closed) ..... Monday, May 25
Summer School Opens ..... Monday, June 1

** All schools have shortened days for Back to School Night and Open House
*** In lieu of Admission Day

Mary Hyman 10/17/19

Peter J. Knapik

Adopted September 20, 2018 by the Board of Education

MONTEREY HIGH SCHOOL CALENDAR 2019-2020

Summer Quarter

Independence Day Holiday	July 4
Teacher Work Day	July 10,11
Staff Development	July 12
Instruction Begins	July 15
District Staff Development	August 5
Back-to-School Night	August 21
Labor Day Holiday	September 2
Summer Quarter Instruction Ends	September 18
Summer Quarter Break	September 19 - October 11
Total Days = 46	

Fall Quarter

Staff Development	October 14
Instruction Begins	October 15
Veterans Day	November 11
Thanksgiving Holiday	November 27, 28, 29
Fall Quarter Instruction Ends	December 19
Fall Quarter Break	December 20- January 13
Total Days = 44	

Winter Quarter

Pupil Free/Teacher Work Day	January 13
Instruction Begins	January 14
Martin Luther King Day	January 20
Lincoln Day	February 10
Washington Day	February 17
Open House	February 19
Winter Quarter Instruction Ends	March 20
Winter Quarter Break	March 23 - April 10
Total Days = 46	

Spring Quarter

Instruction Begins	April 13
Memorial Day	May 25
Spring Quarter Instruction Ends	June 12
Pupil Free Day/Teacher Work Day	June 15
Total Days = 44	

Mary Hyman 10/17/19

2019-2020 BUSD Adult School
Instructional Calendar

ESL Program

ESL Registration (Fall Session)	August 5 – 8
Instruction Begins	August 12
All Staff Meeting (12:00-3:00 p.m.)	August 16
Labor Day Holiday (All offices and schools closed)	September 2
Open House – Adult School	September 4
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS)	September 4
Veterans Day (All offices and schools closed)	November 11
Adult School – No Evening Classes	November 27
Thanksgiving Holidays (All offices and schools closed)	November 28, 29, 30
Fall Semester Ends	December 5
Winter Recess (ESL)	December 9 – January 3
(All offices and school closed December 24 – January 5)	
School Reopens, ESL Registration (Spring Session)	January 6 - 9
Instruction Begins	January 13
All Staff Meeting (12:00 – 3:00 p.m.)	January 17
Martin Luther King, Jr Day (All offices and schools closed)	January 20
Open House – Adult School	January 22
Lincoln Holiday (All offices and schools closed)	February 10
Presidents' Day (All offices and schools closed)	February 17
Open House – High Schools (No Adult Classes at BHS & JBHS)	March 18
Spring Recess (All offices and schools closed)	March 23 – March 28
Spring Semester Ends (ESL)	May 7
Memorial Day (All offices and schools closed)	May 25

Academic Program

Instruction Begins (Learning Center/ABE)	August 5
Instruction (Academic)	August 12
All Staff Meeting (12:00-3:00 p.m.)	August 16
Labor Day Holiday (All offices and schools closed)	September 2
Open House – Adult School	September 4
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS)	September 4
Veterans Day (All offices and schools closed)	November 11
Adult School – No Evening Classes	November 27
Thanksgiving Holidays (All offices and schools closed)	November 28, 29,30
Fall Semester Ends (ABE, Learning Center and Academic)	December 6
Winter Recess (Academic)	December 9 – January 3
(All offices and school closed December 24 – January 5)	
School Reopens, Spring Semester Instruction Begins (Learning Center/ABE)	January 6
Spring Semester Instruction Begins (Academic)	January 13
All Staff Meeting (12:00 – 3:00 p.m.)	January 17
Martin Luther King, Jr Day (All offices and schools closed)	January 20
Open House – Adult School	January 22
Lincoln Holiday (All offices and schools closed)	February 10
Presidents' Day (All offices and schools closed)	February 17
Open House – High Schools (No Adult Classes at BHS & JBHS)	March 18
Spring Recess (All offices and schools closed)	March 23 – March 28
Spring Semester Instruction Ends (Learning Center/ABE/Academic)	May 15
Graduation	May 20
Memorial Day (All offices and schools closed)	May 25

Mary Hyman 10/17/19

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley Clark, Executive Assistant to the Superintendent
DATE:	November 21, 2019
SUBJECT:	Adoption of Resolution 19 – Recognizing December 10, 2019 as Human Rights Day

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Background:

On December 10, 1948, the General Assembly of the United Nations adopted the Universal Declaration of Human Rights, proclaiming in Article 1 that "All human beings are born free and equal in dignity and rights." Since that historic day, December 10th has been recognized internationally as Human Rights Day.

Discussion/Issues:

The Board of Education envisions "Human Rights Day" as an opportunity to promote personal and community actions to advance human dignity, understanding, harmony, and justice within our schools, our community, and throughout the world. The Board supports the use of educational and instructional materials and programs that promote equal rights, tolerance, understanding, and inclusiveness, and encourages community dialogue concerning issues of tolerance and respect for human rights.

Fiscal Impact:

None

Recommendation:

Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 19 recognizing December 10, 2019 as Human Rights Day, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19

RECOGNIZING DECEMBER 10, 2019 AS HUMAN RIGHTS DAY

WHEREAS, on December 10, 1948, the General Assembly of the United Nations adopted the first Universal Declaration of Human Rights, proclaiming that "All human beings are born free and equal in dignity and rights" and

WHEREAS, since this historic declaration of 70 years ago, December 10th has been recognized internationally as Human Rights Day; and

WHEREAS, the Board of Education strongly supports efforts to promote human rights through education and programs that promote equal rights, tolerance, understanding, and the recognition and appreciation of human diversity, and to encourage community dialogue concerning issues of tolerance and respect for human rights; and

WHEREAS, the Board of Education supports the activities and achievements of the Commission on Human Rights in advancing human dignity and promoting tolerance and understanding of our differences in our community.

Now, Therefore, Be It Resolved that the Board of Education, in support of a day to promote personal and community actions which advance human dignity, tolerance and harmony among all people, hereby recognizes December 10, 2019 to be Human Rights Day at the Burbank Unified School District.

I HEREBY CERTIFY that Resolution No. 19 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 21st day of November, 2019.

Ayes:

Noes:

Abstain:

Absent:

_____

Steve Frintner, Clerk
Board of Education

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	November 21, 2019
SUBJECT:	Amended Easement Deed to the City of Burbank, John Muir Middle School

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Background:

The City of Burbank has been in the process of performing sidewalk improvements under the City's Safe Routes to School Project to accommodate handicap access at various sites. One such site is John Muir Middle School at the driveway entrance to the teacher parking lot on the western side of Kenneth Road between Walnut and Delaware where to properly position the access, it is necessary to include an easement to school property.

Discussion/Issues:

The Muir Middle School driveway entrance to the teacher parking lot on the western side of Kenneth Road between Walnut and Delaware, the City has requested that the District deed a section of the property to the City in the form of an Easement Deed (see attached Easement Deed). The granting of this Easement Deed to the City would give them a permanent easement and right of way for public street and sidewalk purposes. The area under consideration is outside of the school play areas and would have no impact upon the school.

The Easement Deed was approved at the October 17th Board of Education meeting with Exhibits A and B (Legal Description and Plat Map) provided by a land surveyor whom the District contracted with. The City of Burbank is requesting the District use the Legal Description and Plat Map the City Attorney's office has provided. The language is similar but not entirely the same. District Administration agrees with the replacement of these Exhibits.

Fiscal Impact:

None.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended Easement Deed to the City of Burbank, as presented.

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Burbank
P. O. Box 6459
Burbank, California 91510

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

EASEMENT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $ 0.00
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens of encumbrances remaining at time of sale.
( ) Unincorporated area (X) City of Burbank

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **BURBANK UNIFIED SCHOOL DISTRICT** hereby **GRANTS to the CITY OF BURBANK, a municipal corporation**, a permanent easement and right of way for street purposes, including but not limited to street and sidewalk improvements, repairs and related maintenance, in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California:

Please see the Legal Description as Exhibit A and the Plat Map as Exhibit B, attached and made a part hereof.

ALSO KNOWN AS: **1111 N. Kenneth Road**
Assessor's Identification Number: **2459-006-900**

Date:_____, 2019

BURBANK UNIFIED SCHOOL DISTRICT

By:_____

By:_____

EASEMENT DEED

Approved as to description _____ , 2019

_____
City Engineer, City of Burbank

Approved as to form _____ , 2019

_____
City Attorney, City of Burbank

I certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

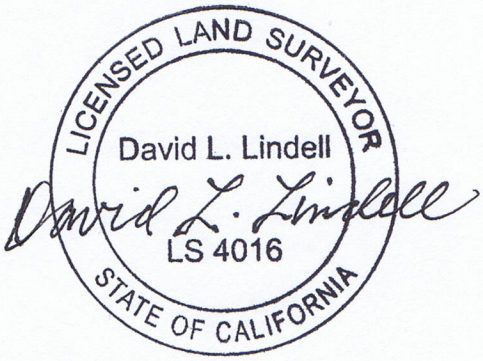
_____
City Clerk, City of Burbank

EXHIBIT "A"

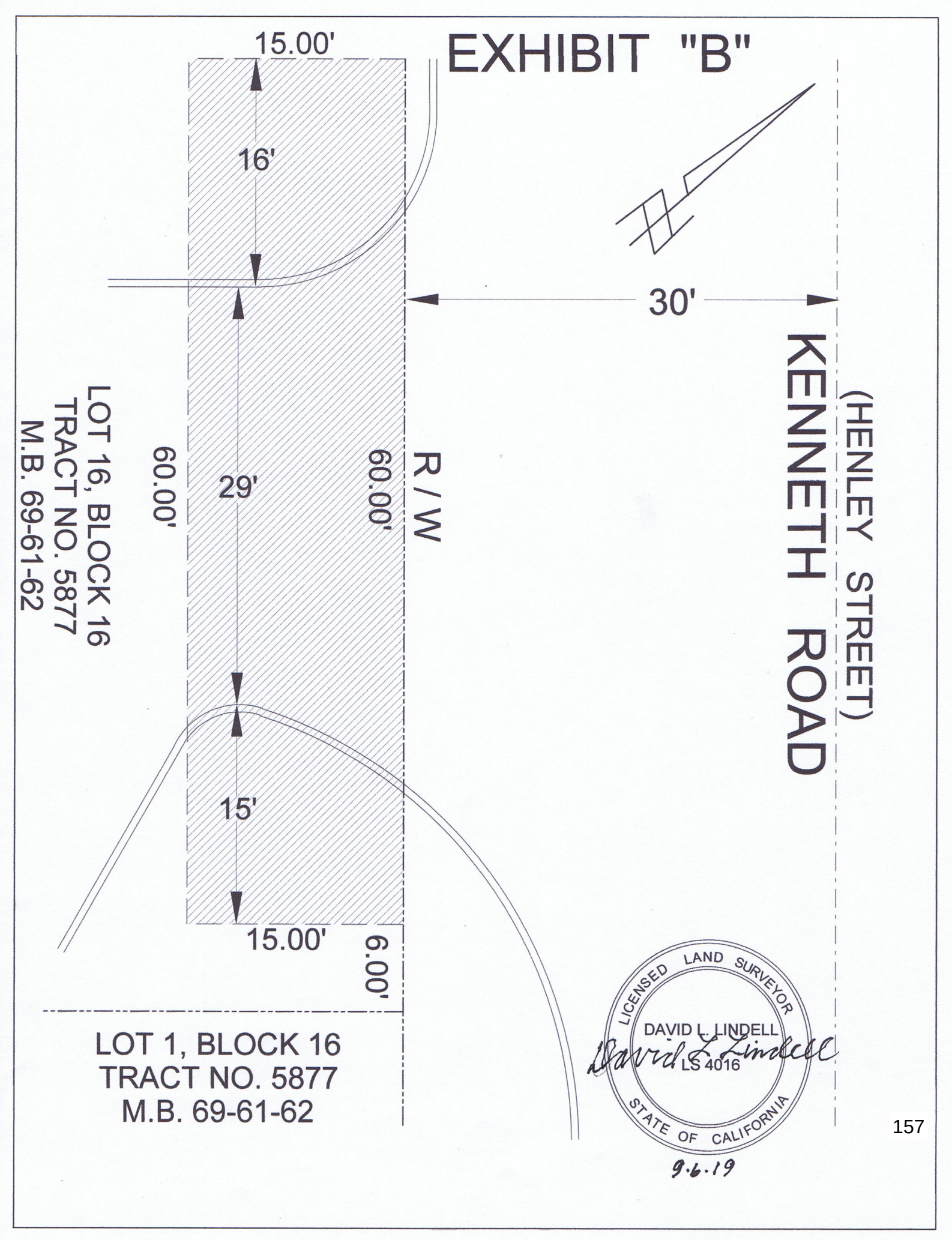
That portion of Lot 16 in Block 16 of Tract No. 5877 in the City of Burbank, County of Los Angeles, State of California, per map recorded in Book 69, Pages 61 and 62, of Maps in the Office of the County Recorder of Los Angeles County described as follows:

The Northwesterly 60.00 feet of the Southeasterly 66.00 feet of the Northeasterly 15.00 feet of said Lot 16 in Block 16 of said Tract No. 5877.

Containing 900 square feet.



9-6-19


EXHIBIT "B"
15.00'
16'
30'
KENNETH ROAD
(HENLEY STREET)
LOT 16, BLOCK 16
TRACT NO. 5877
M.B. 69-61-62
60.00'
29'
60.00'
R / W
15'
15.00'
6.00'
LOT 1, BLOCK 16
TRACT NO. 5877
M.B. 69-61-62
LICENSED LAND SURVEYOR
DAVID L. LINDELL
LS 4016
STATE OF CALIFORNIA
9.6.19

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	November 21, 2019
SUBJECT:	Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

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Background:

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

The updates presented at this time are the July 2019 Board Policies sent to the District by CSBA. These policies have also been reviewed by a subcommittee consisting of two members of the Board of Education and appropriate administrative staff. Changes appear in red on the PDF version; text to be added is underlined and/or highlighted and text to be deleted is shown as struck through. A first reading was held on November 7, 2019, and no additional changes were identified at that time.

Discussion/Issues:

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

Fiscal Impact:

None

Recommendation:

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

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

BP 1112 - Media Relations
(BP revised)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AR 6145.2 - Athletic Competition
(AR revised)

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

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

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

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

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

BP 6179 - Supplemental Instruction
(BP revised)

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

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

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

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

MEDIA RELATIONS

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

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

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

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

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

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

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

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

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

Interviewing and Photographing Students

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

MEDIA RELATIONS (continued)

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

(cf. 5145.2 - Freedom of Speech/Expression)

Media Contacts/Spokespersons

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

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

(cf. 9240 - Board Training)

Crisis Communications Plan

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

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

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

Legal Reference: (see next page)

MEDIA RELATIONS (continued)

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

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT

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

Time Limitations

The following time limitations apply to claims against the district:

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

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

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

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

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

Receipt of Claims

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

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Review of Contents of the Claim

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

1. The name and post office address of the claimant

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

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

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

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

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

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

Notice of Claim Insufficiency

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

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

Amendment to Claims

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Late Claims

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

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

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

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

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

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

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

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

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

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Action on Claims

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

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

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

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

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

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

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

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

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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

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

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

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

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

Meal Sales

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

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

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

(cf. 3553 - Free and Reduced Price Meals)

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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

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

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

Cafeteria Fund

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

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

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

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

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

Contracts with Outside Services

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

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Procurement of Foods, Equipment and Supplies

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

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

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

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

Program Monitoring and Evaluation

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

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

(cf. 3555 - Nutrition Program Compliance)

Legal Reference: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Legal Reference:

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

Management Resources:

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

Management Resources continued: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Management Resources: (continued)

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

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

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

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

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

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

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

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

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

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

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

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

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

WEB SITES

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

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

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Payments for Meals

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

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

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

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

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

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

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

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

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

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

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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

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

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

Unpaid and Delinquent Meal Charges

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

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

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

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

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

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Reimbursement Claims

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

Donation of Leftover Food

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

(cf. 3510 - Green School Operations)

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

Cafeteria Fund

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

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

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

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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

(cf. 3110 - Transfer of Funds)

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

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

U.S. Department of Agriculture Foods

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

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

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

Contracts with Outside Services

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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

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

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

EMPLOYMENT STATUS REPORTS

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

1. Is dismissed or nonreelected

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

2. Resigns

(cf. 4117.2/4217.2/4317.2 - Resignation)

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

4. Retires

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

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

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

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

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

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

EMPLOYMENT STATUS REPORTS (continued)

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

Additional Reports of Employee Misconduct

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYMENT STATUS REPORTS (continued)

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

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

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

(cf. 5125 - Student Records)

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

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

Legal Reference:

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

Management Resources: (see next page)

EMPLOYMENT STATUS REPORTS (continued)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2019

WEB SITES

CSBA: http://www.csba.org

Commission on Teacher Credentialing: http://www.ctc.ca.gov

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

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

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

(cf. 5145.7 - Sexual Harassment)

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

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

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

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

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

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS (continued)

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

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

Inappropriate Conduct

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

1. Initiating inappropriate physical contact

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

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

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

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

(cf. 4040 - Employee Use of Technology)

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

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

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

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS (continued)

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

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

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

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

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

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

Legal Reference

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

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

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

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

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

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

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

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

(cf. 4216 - Probationary/Permanent Status)

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

Procedures for Disciplinary Proceedings

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

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

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

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

(cf. 3515.3 - District Police/Security Department)

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

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

(cf. 9321 - Closed Session)

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

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

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

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

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

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

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

Legal Reference: (see next page)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Legal Reference:

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

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Causes for Disciplinary Action

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

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

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

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

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

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

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

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

6. Unsatisfactory performance

7. Unprofessional conduct

8. Dishonesty

9. Neglect of duty or absence without leave

10. Insubordination

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

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

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

12. Destruction or misuse of district property

(cf. 4040 - Employee Use of Technology)

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

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

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

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

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

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

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

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

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

(cf. 5145.2 - Freedom of Speech/Expression)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

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

(cf. 4216 - Probationary/Permanent Status)

Initiation and Notification of Charges

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

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

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

Request for Hearing

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

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

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Employment Status Pending a Hearing

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

Compulsory Leave of Absence

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

1. Any sex offense as defined in Education Code 44010

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

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

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

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

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)

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

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

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

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

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

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

(cf. 4216 - Probationary/Permanent Status)

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

Procedures for Disciplinary Proceedings

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

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

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

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

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

(cf. 9321 - Closed Session)

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

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

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

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

Legal Reference: (see next page)

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

Legal Reference:

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

Management Resources: (see next page)

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

Management Resources:

CALIFORNIA SCHOOL PERSONNEL COMMISSIONERS ASSOCIATION PUBLICATIONS

Merit Rules and Regulations: CSPCA Recommended Personnel Policies and Procedures Manual for California School Merit Systems, 2014

WEB SITES

California School Personnel Commissioners Association: https://meritsystem.org

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (MERIT SYSTEM)

Causes for Disciplinary Action

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

Initiation and Notification of Charges

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

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

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

Request for Hearing

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

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

Employment Status Pending a Hearing

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

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

Compulsory Leave of Absence

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

1. Any sex offense as defined in Education Code 44010

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

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

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

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

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

Appeal to the Personnel Commission

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

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

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

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

PROMOTION/ACCELERATION/RETENTION

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

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

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

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

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

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

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

1. Between grades 2 and 3

2. Between grades 3 and 4

3. Between grades 4 and 5

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

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

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

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

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

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

_____
_____
_____

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

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

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

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

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

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

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

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

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

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

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

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

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

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

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

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

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

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

- The child is at least five years of age.

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

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

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

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

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

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

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

Promotion or Retention of Students

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

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

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

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

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

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

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

~~4.~~5. A student's teacher and principal shall make any decision to retain the student. Any such decision shall be in writing and shall provide the reasons for the retention. The parent/guardian/caregiver will be given an opportunity to consult with the teacher both before and/or after the decision to retain the student.

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

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

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

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

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

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

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

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

Opportunities for Remedial Instruction

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

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

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

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

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

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

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

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

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

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

Acceleration of Students to a Higher Grade Level

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

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

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

Legal Reference:

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

Management Resources:

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

GANGS

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

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

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

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

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

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

(cf. 5131.2 - Bullying)

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

(cf. 5132 - Dress and Grooming)

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

GANGS (continued)

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

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

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

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

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

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

Legal Reference:

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

Management Resources: (see next page)

GANGS (continued)

Management Resources:

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

GANGS

Prevention, Intervention, and Suppression Measures

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

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

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

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

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

(cf. 5132 - Dress and Grooming)

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

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

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

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

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

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

GANGS (continued)

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

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

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

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

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

   b. Explain the dangers of gang membership

   c. Provide counseling for targeted at-risk students

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

(cf. 5131.2 - Bullying)

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

   f. Provide school-to-career instruction

   g. Provide positive interaction with local law enforcement

(cf. 5137 - Positive School Climate)

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

GANGS (continued)

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

Parent/Guardian and Community Outreach

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

1. The reasons students join gangs

2. The dangers and consequences of gang membership

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

4. The nature of local gang apparel and graffiti

5. Effective parenting techniques and planning family time

6. Conflict resolution techniques

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

WORLD LANGUAGE INSTRUCTION

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

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

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

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

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

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

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

(cf. 6143 - Courses of Study)

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

(cf. 6174 - Education for English Learners)

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

WORLD LANGUAGE INSTRUCTION (continued)

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

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

(cf. 4131 - Staff Development)

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

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

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

(cf. 5126 - Awards for Achievement)

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

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

Legal Reference: (see next page)

WORLD LANGUAGE INSTRUCTION (continued)

Legal Reference:

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

Management Resources:

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

Management Resources continued: (see next page)

WORLD LANGUAGE INSTRUCTION (continued)

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

WORLD LANGUAGE INSTRUCTION

Content of Instruction

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

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

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

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

   c. The structures used to convey meaning

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

(cf. 6142.94 - History-Social Science Instruction)

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

(cf. 6011 - Academic Standards)

Dual-Language Immersion Programs

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

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

WORLD LANGUAGE INSTRUCTION (continued)

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

(cf. 6174 - Education for English Learners)

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

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

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

(cf. 6151 - Class Size)

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

(cf. 4112.22 - Staff Teaching English Learners)

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

(cf. 5145.6 - Parental Notifications)

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

ATHLETIC COMPETITION

Nondiscrimination and Equivalent Opportunities in the Athletic Program

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

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

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

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

(cf. 5125 - Student Records)

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

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

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

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

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

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

ATHLETIC COMPETITION (continued)

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

2. The provision and maintenance of equipment and supplies

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

4. Travel and per diem allowances

5. Opportunities to receive coaching and academic tutoring

6. Assignment and compensation of coaches and tutors

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

8. Provision of medical and training facilities and services

9. Provision of housing and dining facilities and services

10. Publicity

11. Provision of necessary funds

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

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

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

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

(cf. 1113 - District and School Web Sites)

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

ATHLETIC COMPETITION (continued)

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

(cf. 3580 - District Records)

Concussions and Head Injuries

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

(cf. 5145.6 - Parental Notifications)

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

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

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

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

Heat Illness

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

ATHLETIC COMPETITION (continued)

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

Sudden Cardiac Arrest

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

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

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

Automated External Defibrillators

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

(cf. 5141 - Health Care and Emergencies)

ATHLETIC COMPETITION (continued)

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

Additional Notifications

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

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

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

(cf. 3530 - Risk Management/Insurance)

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

(cf. 5143 - Insurance)

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

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

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

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

7. Includes a copy of the local CIF league rules

ATHLETIC COMPETITION (continued)

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

(cf. 5131.63 - Steroids)

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

INTERNATIONAL EXCHANGE

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

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

District Students Studying in Another Country

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

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

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

(cf. 6146.11 - Alternative Credits Toward Graduation)

International Exchange Students in District Schools

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

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

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

INTERNATIONAL EXCHANGE (continued)

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

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

(cf. 3260 - Fees and Charges)

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

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

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

Legal Reference: (see next page)

INTERNATIONAL EXCHANGE (continued)

Legal Reference:

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

Management Resources:

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

INTERNATIONAL EXCHANGE

Admission

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

(cf. 5111.2 - Nonresident Foreign Students)

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

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

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

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

Athletics

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

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

Diplomas

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

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

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

(cf. 5127 - Graduation Ceremonies and Activities)

INTERNATIONAL EXCHANGE (continued)

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

EDUCATION FOR ENGLISH LEARNERS

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

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

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

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

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

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

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

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

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

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

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

Staff Qualifications and Training

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

(cf. 4112.22 - Staff Teaching English Learners)

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

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

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

Identification and Assessment

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

(cf. 6162.51 - State Academic Achievement Tests)

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

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

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

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

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

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

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

(cf. 6142.2 - World Language Instruction)

EDUCATION FOR ENGLISH LEARNERS (continued)

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

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

(cf. 6151 - Class Size)

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

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

(cf. 5145.6 - Parental Notifications)

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

Reclassification

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

EDUCATION FOR ENGLISH LEARNERS (continued)

Program Evaluation

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

1. Progress of English learners towards proficiency in English

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

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

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

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

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

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

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

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

Legal Reference: (see next page)

EDUCATION FOR ENGLISH LEARNERS (continued)

Legal Reference:

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

Management Resources:

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

Management Resources continued: (see next page)

EDUCATION FOR ENGLISH LEARNERS (continued)

Management Resources: (continued)

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

EDUCATION FOR ENGLISH LEARNERS

Definitions

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

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

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

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

Identification and Assessments

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

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

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

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

(cf. 5145.6 - Parental Notifications)

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

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

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

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

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

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

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

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

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

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

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

Language Acquisition Programs

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

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

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

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

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

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

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

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

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

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

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

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

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

Reclassification/Redesignation

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

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

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

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

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

3. Parent/guardian involvement, including:

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

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

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

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

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

Advisory Committee

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

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

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

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

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

5. Administration of the annual language census

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

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

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

LCAP Advisory Committee

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

(cf. 0460 - Local Control and Accountability Plan)

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

SUPPLEMENTAL INSTRUCTION

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

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

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

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

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

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

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

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

In addition, supplemental instruction may be offered to:

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

SUPPLEMENTAL INSTRUCTION (continued)

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

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

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

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

CLOSED SESSION

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

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

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

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

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

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

Confidentiality

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

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

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

(cf. 1340 - Access to District Records)

CLOSED SESSION (continued)

Personnel Matters

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

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

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

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

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

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

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

(cf. 4117.7/4317.7 - Employment Status Reports)

CLOSED SESSION (continued)

Negotiations/Collective Bargaining

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

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

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

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

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

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

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

(cf. 2121 - Superintendent's Contract)

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

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

CLOSED SESSION (continued)

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

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

Matters Related to Students

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

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

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

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

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

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

CLOSED SESSION (continued)

(cf. 5125 - Student Records)

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

Security Matters

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

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

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

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

Real Property Negotiations

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

CLOSED SESSION (continued)

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

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

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

Pending Litigation

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

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

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

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

CLOSED SESSION (continued)

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

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

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

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

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

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

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

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

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

CLOSED SESSION (continued)

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

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

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

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

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

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

3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

CLOSED SESSION (continued)

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may also meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA that has direct financial or liability implications for the district. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the name of the JPA, the closed session description used by the JPA, and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

CLOSED SESSION (continued)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.51 - State Academic Achievement Tests)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

Legal Reference:

EDUCATION CODE
32281 School safety plans
35145 Public meetings
35146 Closed session for student suspension or disciplinary action
44929.21 Districts with ADA of 250 or more
48912 Governing board suspension of student
48918 Rules governing expulsion procedures; hearings and notice
49070 Challenging content of student records
49073-49079 Privacy of student records
60617 Closed session (re review of contents of statewide assessment)
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
6252-6270 California Public Records Act
54950-54963 The Ralph M. Brown Act
CALIFORNIA CONSTITUTION
Article 1, Section 3 Public right to access information
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act

Legal Reference continued: (see next page)

CLOSED SESSION (continued)

Legal Reference: (continued)
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.8 Family Educational Rights and Privacy
COURT DECISIONS
Moreno v. City of King, (2005) 127 Cal.App.4th 17
Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860
Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104 Cal.App.4th 1393
Bell v. Vista Unified School District, (2000) 82 Cal.App. 4th 672
Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87
Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d
Furtado v. Sierra Community College District, (1998) 68 Cal.App. 4th 876
Roberts v. City of Palmdale, (1993) 5 Cal. 4th 363
San Diego Union v. City Council, (1983) 146 Cal.App.3d 947
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41
ATTORNEY GENERAL OPINIONS
94 Ops.Cal.Atty.Gen. 82 (2011)
89 Ops.Cal.Atty.Gen. 110 (2006)
86 Ops.Cal.Atty.Gen. 210 (2003)
78 Ops.Cal.Atty.Gen. 218 (1995)
59 Ops.Cal.Atty.Gen. 532 (1976)
57 Ops.Cal.Atty.Gen. 209 (1974)

Management Resources:
CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010
WEB SITES
CSBA: http://www.csba.org
California Office of the Attorney General: http://www.oag.ca.gov
League of California Cities: http://www.cacities.org

CLOSED SESSION

BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

Personnel Matters

PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957
Title:
_____
(Specify position to be filled)

PUBLIC EMPLOYMENT
Government Code 54957
Title:
_____
(Specify position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code 54957
Title:
_____
(Specify position of employee being evaluated)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code 54957
(No additional information is required. An employee's dismissal or nonrenewal shall not be reported until the employee has first exhausted any right to a hearing or other administrative remedy.)

SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE
Government Code 54957
(No additional information is required.)

EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN
Government Code 54957.10
(No additional information is required.)

CLOSED SESSION (continued)

Negotiations/Collective Bargaining

CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6

District-designated representatives:

_____
(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization:

_____
(Specify name of employee organization with which negotiations are being held.)

or

Unrepresented employee:

_____
(Specify position of unrepresented employee who is the subject of the negotiations.)

Matters Related to Students

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION
Education Code 35146
Student identification number:

_____
(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

STUDENT EXPULSION
Education Code 48912
Student identification number:

_____
(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

STUDENT GRADE CHANGE APPEAL
Education Code 49070
Student identification number:

_____

(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

CLOSED SESSION (continued)

CONFIDENTIAL STUDENT MATTER

Action under consideration:
_____
(If the Board is considering a confidential student matter other than those listed above, specify type of action.)

Student identification number:
_____
(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

Security Matters

THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code 54957
Consultation with: _____
(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN
Education Code 32281
Consultation with: _____
(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code 54956.8

Property:
_____
(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)

District negotiator:
_____
(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

CLOSED SESSION (continued)

Negotiating parties: _____
(Specify name of party, not agent.)

Under negotiation: _____
(Specify whether instruction to negotiator will concern price, terms of payment, or both.)

Pending Litigation

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code 54956.9(d)(1)

Name of case: _____
(Specify by reference to claimant's name, names of parties, or case or claim numbers.)

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations.

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Government Code 54956.9(d)(2) or (3)

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3). Number of potential cases: _____

Or

Initiation of litigation pursuant to Government Code 54956.9(d)(4). Number of potential cases:_____

If applicable, facts and circumstances: _____
(The district may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Government Code 54956.9(e)(2)-(5). These include facts and circumstances, such as an accident, disaster, incident, or transactional occurrence that might result in litigation against the district and that are known to potential plaintiff(s).)

Joint Powers Authority Issues

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY
Government Code 54956.95

Name of claimant(s): _____

CLOSED SESSION (continued)

(Specify name, except pursuant to Government Code 54961 when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)

Name of agency against which the claim is made: _____

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT
Government Code 54956.96

Name of JPA: _____

Discussion will concern:
_____
(Specify closed session description used by the JPA.)

Name of district representative on JPA board:
_____

Names of agencies or titles of representatives attending the closed session as consultants or other representatives, if applicable: _____
_____

Review of Audit from State Auditor's Office

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE
Government Code 54956.75
(No additional information is required.)

Review of Assessment Instruments

REVIEW OF STUDENT ASSESSMENT INSTRUMENT
Education Code 60617
The Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program. Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

CLOSED SESSION

REPORTS OF CLOSED SESSION ACTIONS

Following a closed session during any Governing Board meeting, the Board shall reconvene in open session to present, orally or in writing, a report of any of the following actions taken during the closed session, as applicable:

Personnel Matters

Title of position: _____

Action taken: _____
(e.g., appointment/employment/evaluation/discipline/dismissal/release)

Board member votes/abstentions: _____

Negotiations/Collective Bargaining

Approval of final agreement with represented employees

Item approved: _____

Other party/parties to the negotiation: _____

Board member votes/abstentions: _____

Matters Related to Students

(Final action must be taken in open session. It is recommended that the student's name not be disclosed.)

Security Matters

Action taken: _____
(e.g., consultation with law enforcement; approval of contract or memorandum of understanding; approval of tactical response plan, without disclosing the details of the plan)

Board member votes/abstentions: _____

Real Property Negotiations

Action taken: _____
(Report if Board approves a final agreement concluding real estate negotiations. If final approval rests with the other party, report as soon as the other party has approved the agreement.)

CLOSED SESSION (continued)

Substance of the agreement: _____

Board member votes/abstentions: _____

Existing Litigation

Action taken related to existing litigation:
_____
(e.g., approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation; or approval to legal counsel of a settlement of pending litigation at any stage prior to or during a judicial or quasi-judicial proceeding. If final approval of settlement rests with the other party, report to any person upon request once the settlement is final.)

Adverse party/parties, if known: _____

Substance of the litigation: _____

Board member votes/abstentions: _____

Anticipated Litigation

Action taken: The Board has given approval to legal counsel to initiate or intervene in a lawsuit. The action, defendants, and other details will be disclosed to any person upon request after the lawsuit is commenced, unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
(The report does not need to initially identify the action, defendants, or other details.)

Board member votes/abstentions: _____

Joint Powers Agency Issues

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY

Name of claimant(s): _____

Name of agency against which the claim is made: _____

Substance of the claim: _____

Monetary settlement agreed upon by the claimant: _____

Board member votes/abstentions: _____

CLOSED SESSION (continued)

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT

Name of JPA: _____

Action taken: _____
(Law does not include any specific disclosures to be reported.)

Board member votes/abstentions: _____

Review of Audit from State Auditor's Office

Action taken: The Board reviewed the confidential final draft audit report received from the California State Auditor's Office and has prepared a response.
(No additional information is required. Unless otherwise exempted by law, after the audit report is subsequently released to the public, any Board discussion of the report must be conducted in open session.)

Review of Assessment Instruments

Action taken: The Board reviewed the contents of a student assessment instrument approved or adopted for the statewide testing system.

Burbank Unified School District
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Leticia Castillo, Supervisor, Human Resources
SUBMITTED BY:	Leticia Castillo, Supervisor, Human Resources
DATE:	November 21, 2019
SUBJECT:	Adoption of Resolution 20 for the Elimination or Reduction of Services for Classified Positions

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Background:
When it becomes necessary to eliminate or reduce classified bargaining unit positions, the Board of Education must approve such reductions and/or eliminations. Subsequent to the Board's approval, employees must be notified not less than 60 days prior to the effective date of the reduction or elimination of their positions.

Discussion/Issues:
These recommendations have been shared with a representative from the California School Employees Association (CSEA), Chapter 674

There are two positions being recommended for elimination:

- There is one 3 hr/day Instructional Assistant-Children's Center position at Edison Children's Center being recommended for elimination due to lack of work. The lack of work is due to decreased enrollment. This position is funded through the following appropriation number 12.0-90602.0-11100-10000-2110-2020000. This elimination of this position may involve bumping.
- There is one 4 ¾ hr/day Instructional Assistant-Severely Impaired position at Bret Harte being recommended for elimination due to lack of work. The lack of work is due to a change in the students' needs. This position is funded through the following appropriation number 01.0-65000.0-57500-11100-2110-2050000. This elimination of this position may involve bumping.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 20 for the Elimination or Reduction of Services for Classified positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
November 21, 2019

In the Matter of Layoff of
Classified Employees **RESOLUTION 20**

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- Children's Center	.375
Eliminate one Instructional Assistant-Severely Impaired	.59375

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 21st day of November 2019, by the Governing Board of the Burbank Unified School District.

_____
Clerk

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	November 21, 2019
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 Youth Vocal Arts Foundation wishes to donate to the District $1,350 to help pay the salaries of choir coaches at Burbank High School.

b. The Luther Burbank Middle School PTSA wishes to donate to the District $895 to be used to help pay for expenses associated with Red Ribbon Week.

c. The Luther Burbank Middle School PTSA wishes to donate to the District $6,000 to be used to help pay for field trip transportation for students at Luther Burbank Middle School.

d. The Jordan PTSA wishes to donate to the District $16,042 to be used to pay for field trip transportation and admissions for students at Jordan Middle School.

e. An anonymous donor wishes to donate to the District $5,096 to be used to pay for expenses associated with the Arts Wheel program at Edison Elementary School.

f. Steve and Glenda Butcher wish to donate to the District $20 to be used to pay for materials and supplies at Bret Harte Elementary School.

g. The Bret Harte Elementary PTA wishes to donate to the District $875 to be used to help pay for consultants and assemblies at Bret Harte Elementary School.

h. The Bret Harte Elementary PTA wishes to donate to the District $500 to be used to help pay for printing expenses at Bret Harte Elementary School.

i. The Bret Harte Elementary PTA wishes to donate to the District $900 to be used to help pay for child care expenses at Bret Harte Elementary School.

j. The Bret Harte Elementary PTA wishes to donate to the District $5,100 to be used to help pay for the salary of a Media Technician at Bret Harte Elementary School.

k. The Bret Harte Elementary PTA wishes to donate to the District $2,600 to be used to help pay for expenses associated with the music program at Bret Harte Elementary School.

l. The Thomas A. Edison Elementary PTA wishes to donate to the District $530 to be used to help pay for child care and printing expenses at Edison Elementary School.

m. Disney Worldwide Services wishes to donate to the District $5,000 to be used to help pay for the Reading Together program at Disney Elementary School.

n. Disney Worldwide Services wishes to donate to the District $850 to be used to help pay for enrichment activities and school library expenses at Disney Elementary School.

o. The Ralph Waldo Emerson Elementary PTA wishes to donate to the District $745 to be used to help pay for field trip transportation for students at Emerson Elementary School.

p. Disney Worldwide Services wishes to donate to the District $100 to be used as needed at McKinley Elementary School.

q. White's Studios wishes to donate to the District a Canon camera and supplies to be used by students in the Yearbook class at Burbank High School.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	November 21, 2019
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 960032205 pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960032205 concerning services and/or school placement, a formal settlement agreement was offered on October 24, 2019 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

Fiscal Impact:
There is no fiscal impact to the District.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960032205, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective November 4, 2019 through July 2, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	November 21, 2019
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 960024870 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 960024870 concerning services and/or school placement, a formal settlement agreement was offered on October 30, 2019 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

Fiscal Impact:
Total fiscal impact to the District is $45,000.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960024870, at a cost of $45, 000 to the District (01.0-65000.0-50010-36000-5813-7440000), effective November 6, 2019 through August 1, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

TO: Board of Education / Superintendent Consent 11/21/2019

SUBMITTED BY: Sarah Niemann, Assistant Superintendent, Human Resources Services

SUBJECT: Certificated Personnel - Report Number 19 - 20 - 09. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
PASCUAL, MARTI Health Services	School Nurse - FTE:100%	01.0-00000.0-00000-31400-1216-7720000	100		Began Service 8/6/2018	12/20/2019
SUNDE, DESIREE Burroughs High School	Special Ed Teacher	01.0-65000.0-57700-11100-1110-4320000	100	STP: $2690	Began Service 1/11/2011	8/1/2019

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALDOYAN, GINA Stevenson Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-215000	100	RA:005 - ST:15 STP: $1344	Paid Parental Bonding LOA	10/30/2019 12/27/2019
GUYON, JESSICA Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:07 STP: $1345	Child/Parental Bonding	10/28/2019 12/20/2019
EVERHART, GREGORY Burroughs High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:013 STP: $1345	Child/Parental Bonding	10/7/2019 10/10/2019

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT 0088-19, Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-65000.0-57700-11100-1110-4310000	100	RA:006 - ST:17 STP: $2690	Paid Admin LOA	11/6/2019

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
KLAUS, ALLISON Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		10/30/2019
MURPHY, DANIEL Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		11/5/2019
MYERS, JARRET Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		11/1/2019

ELECTION: ADDITIONAL	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
OVASAPYAN, AIDA Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:18.7%	12.0-90602.0-11100-10000-1110-2160000	100			10/29/2019

ELECTION: 20 % ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
LIGHTFOOT, RICHARD Instructional Services	Teacher: Additional Fte Teacher: Additional FTE	01.0-63880.0-38000-10000-1112-6899000	100		To Correct Start Date	8/12/2019 12/31/2019

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SEYMOUR, DREW Human Resources	Long Term Sub Teacher English	01.0-00000.0-11100-10000-1160-4320000	100			8/5/2019 12/20/2019
LEWIS, LAQUANNIA Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-4320000	100			09/03/2019 11/14/2019

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHIARAVALLE, KAREN Human Resources	Long Term Sub Teacher 2nd Grade Teacher	01.0-00000.0-11100-10000-1160-2140000	100	Salary Rate: $170.00		10/03/2019 11/17/2019

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 19-20-09

November 21, 2019
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Aguilera, Lenora	Health Services	Additional Duties	Hourly	$97.55	100	December- May
Allen, Laurance Troy	JBHS	PSAT Proctoring	Daily	$135.00	1	October
Almer, Jennifer	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Armes, Debra	Providencia	Intervention Planning	Hourly	$33.77	6.25	October - March
Armes, Debra	Providencia	Intervention Teaching	Hourly	$45.52	21.75	October - March
Assali, Hayat	Adult	Weekly Fall Semester Assignment	Hourly	$38.16	18	October - December
Binda, Lucien	JBHS	PSAT Proctoring	Daily	$135.00	1	October
Bishop, Darrell	Health Services	Home Teacher	Hourly	$36.09	150	October - May
Bonino, Gabriella	Spec. Ed	Home Teacher	Hourly	$36.09	36	October - November
Boylan, Alicia	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Boyle, Kathryn	Luther	Tutoring	Hourly	$45.52	6	October
Brinton, Cristy	Luther	Tutoring	Hourly	$45.52	6	October
Burish, Shelly	Inst. Services	Extra Duty-Induction	Hourly	$33.77	1	October
Carino, Jeanne	Luther	Lunch Supervision	Hourly	$33.77	12	October- May
Carino, Jeanne	Luther	Lunch Supervision	Hourly	$33.77	19	September- November
Casper, Jennifer	Instr. Services	Support Provider Induction Mentor	Stipend	$2866	1	August- December
Chakerian, Lucy	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Choi, Woore	Health	Additional Duties	Hourly	$52.23	10	October
Colman, Nancy	Luther	Tutoring	Hourly	$45.52	6	October
Collins, Pamela	JBHS	Lead Link Crew Leader	Hourly	$33.77	14.8	August-May
Cook, Jacob	JBHS	Varsity Water Polo	Stipend	$4608	1	August - October
Coyne, Emilie	Providencia	Intervention Planning	Hourly	$33.77	6.25	October - March
Coyne, Emilie	Providencia	Intervention Teaching	Hourly	$45.52	21.75	October - March
Cuseo, Victoria	Instr. Services	Spanish Collab	Hourly	$33.77	2	November
Cuseo, Victoria	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Davidson, Britta	Instr. Services	Support Provider Induction Mentor	Stipend	$812.18	1	August- December
Dekay, James	Instr. Services	Extra Duty-IS	Hourly	$33.77	3	October
De More, Christine	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Diaz, Cynthia	BHS	IMA Coach	Hourly	$33.77	53.9	October
Diaz, Cynthia	BHS	Extra Curricular Activity	Stipend	$3676.00	1	November- June
Diaz, Cynthia	JBHS	Coach	Hourly	$33.77	5.72	October

Ellingsworth, Brandy	Washington	Intervention	Hourly	$45.52	3	November- December
Ellingsworth, Brandy	Washington	Intervention	Hourly	$33.77	3	November- December
Enokian, Stefanie	Instr. Services	Support Provider Induction Mentor	Stipend	$2866	1	August- December
Evertt, Latoya	Washington	Intervention	Hourly	$45.52	6	November- December
Everhart. Gregory	Inst. Services	Extra Duty-Induction	Hourly	$33.77	1	October
Ferrat, Priscilla	Jordan	Intervention Teaching	Hourly	$45.52	27.5	October- May
Fong, Roberta	Luther	Tutoring	Hourly	$45.52	6	October
Fox, Danielle	Inst. Services	Extra Duty-Induction	Hourly	$33.77	1	October
Funk, Shauna	Roosevelt	Intervention Planning	Hourly	$33.77	12	October – December
Funk, Shauna	Roosevelt	Intervention Teaching	Hourly	$45.52	24	October - December
Gaitan Robles, Sandy	JBHS	PSAT Proctoring	Daily	$135.00	1	October
Galang, Veronica	BHS	Saturday School	Daily	$144.66	1	October
Gergely, Suzanne	Montery Infant	Additional Hours	Hourly	$16.76	10	September - October
Gillet, Oakley	JBHS	Lead Link Crew Leader	Hourly	$33.77	14.8	August-May
Given, Sarah	BHS	Extra Curricular Activity	Stipend	$1768.00	1	November- June
Glover, Donovan	BHS	Extra Curricular Activity	Stipend	$4072.00	1	November- June
Goldenberg, Jennifer	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Gordon, Courtney	Instr. Services	Extra Duty-IS	Hourly	$33.77	3	October
Gordon, Courtney	Instr. Services	Spanish Collab	Hourly	$33.77	2	November
Griffith, Jennifer	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Grogan-Collazos, Tracey	Instr. Services	Extra Duty-IS	Hourly	$33.77	3	October
Hacking, Michelle	Luther	GROW Tutoring	Hourly	$45.52	6	October
Hammell, Robert	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Hanna, Nathaniel	Adult	Weekly Fall Semester Assignment	Hourly	$38.16	36	October - December
Harmon, Laurie	Luther	GROW Tutoring	Hourly	$45.52	6	October
Henry, Tracy	BHS	IMA Coach	Hourly	$33.77	14.37	October
Howe, Jacqueline	McKinley	Intervention Planning	Hourly	$33.77	7.3	October
Howe, Jacqueline	McKinley	Intervention Teaching	Hourly	$45.52	21.75	October
Howard, Cathy	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Howard, Corey	Muir	Intervention Teaching	Hourly	$45.52	80	August-May
Jamison, Mozhdeh	Luther	Tutoring	Hourly	$45.52	6	October
Junkermier, Joshua	Inst. Services	Extra Duty-Induction	Hourly	$33.77	1	October
Junkermier, Joshua	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Kaloustian, Ohannes	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Kienlen, Susan	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Kim, Terry	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Klotzle, Justin	BHS	Extra Curricular Activity	Stipend	$4856.00	1	November- June
Knight, Cari	Luther	Saturday School	Daily	$144.66	1	October
Krikorian, Christine	Miller	Intervention Teaching	Hourly	$45.52	1.5	October
Krikorian, Christine	Miller	Intervention Teaching	Hourly	$45.52	3	October

Kubler, Laura	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Larimore, Richard	BHS	Other Hourly	Hourly	$33.77	1	October
Levy Austin, Susan	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Ludwick, Brian	Luther	PBIS Intervention	Hourly	$45.52	23	October
Maddern, Geralyn	Harte	Intervention Teaching	Hourly	$45.52	76	October - May
Maddern, Geralyn	Harte	Intervention Planning	Hourly	$33.77	3	October
Magallon, Matthew	JBHS	Coach	Hourly	$33.77	18.92	October
Matsumoto, Linda	Adult	Intervention Planning	Hourly	$22.98	22	October - April
Mayes, Jessica	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
McDermott, Sarah	Jordan	Intervention Teaching	Hourly	$45.52	48	October- June
McKain, Allison	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
McMahon, Amanda	JBHS	Lead Link Crew Leader	Hourly	$33.77	14.8	August-May
McNiff, Paul	BHS	Extra Curricular Activity	Stipend	$884.00	1	November- June
Merwin, Regina	JBHS	PSAT Proctoring	Daily	$135.00	1	October
Miller, Wendy	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Moran dos Santos, Elaine	Miller	Intervention Planning	Hourly	$33.77	0.5	October
Moran dos Santos, Elaine	Miller	Intervention Teaching	Hourly	$45.52	6	October
Munoz, Angela	McKinley	Intervention Planning	Hourly	$33.77	5.6	October
Munoz, Angela	McKinley	Intervention Teaching	Hourly	$45.52	52.5	October
Nava, Valeria	JBHS	Overlap Day	Daily	$135.00	1	October
Neeb, Micaela	McKinley	Intervention Planning	Hourly	$33.77	8.75	October
Neeb, Micaela	McKinley	Intervention Teaching	Hourly	$45.52	28.42	October
Oganyan, Victoria	JBHS	Girls Basketball	Stipend	$5282.00	1	November- January
Okenka, John	Luther	PBIS Intervention	Hourly	$45.52	23	October
Ovasapyan, Aida	Harte CC	Additional hours in assignment	Hourly	$16.76	20	October - June
Pacino, Lori	Inst. Services	Extra Duty-Induction	Hourly	$33.77	1	October
Palomo. Casey	BHS	Extra Curricular Activity	Stipend	$3676.00	1	November- June
Peltekian, Veronica	Instr Services	Extra Hours as CTE sub	Hourly	$44.72	2.5	October
Platner, Rebecca	BHS	Extra Curricular Activity	Stipend	$3676.00	1	November- June
Prosser, Amy	Instr. Services	CTEIG Stipend	Stipend	$1592.00	1	October
Ricciuti, Danielle	Washington	Intervention Planning	Hourly	$33.77	25	October - April
Ricciuti, Danielle	Washington	Intervention Teaching	Hourly	$45.52	202	October – April
Ricciuti, Danielle	Washington	Intervention Teaching	Hourly	$45.52	185	October - April
Reed, Sarah	Instr. Services	Support Provider Induction Mentor	Stipend	$1910.50	1	August- December
Reeves, Jamie	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Rosales, Jessica Danielle	Instr Services	Additional Hours as sub	Hourly	$16.76	2	October
Rosales, Jessica Danielle	Disney	Additional Hours as sub	Hourly	$16.76	5	October – June
Rosales, Jessica Danielle	Prov Day Care	Additional Hours	Hourly	$16.76	10	October - June
Rosales, Jessica Danielle	StevensonDyCare	Additional Hours	Hourly	$16.76	5	October - June
Russon, Robyn	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December

Russon, Robyn	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Sandifer, Amanda	BHS	Extra Curricular Activity	Stipend	$3676.00	1	November- June
Schackne, Jessica	Luther	GROW Tutoring	Hourly	$45.52	6	October
Sevic, Branko	BHS	CIF Game	Stipend	$191.00	1	October
Tang, Donna	Jordan	Intervention Teaching	Hourly	$45.52	48	October- June
Thompson, Jeffrey	JBHS	Class Coverage	Hourly	$46.59	1	October
Tobin, Jill	JBHS	Lead Link Crew Leader	Hourly	$33.77	14.8	August-May
Tobin, Jill	Instr. Services	Support Provider Induction Mentor	Stipend	$955.50	1	August- December
Tobin, Randy	JBHS	PSAT Proctoring	Daily	$135.00	1	October
Vankooten, Heidi	Luther	PBIS Intervention	Hourly	$45.52	23	October
Wahe, Debra	Luther	Tutoring	Hourly	$45.52	6	October
Well, John	BHS	Extra Curricular Activity	Stipend	$4856.00	1	November- June
Wertlieb, Jessica	Inst. Services	Extra Duty-Induction	Hourly	$33.77	1	October
Wiebler, Megan	Providencia	Intervention Teaching	Hourly	$45.52	120	October - May
Wollerton, Alicia	Providencia	Intervention Planning	Hourly	$33.77	6.25	October – March
Wollerton, Alicia	Providencia	Intervention Teaching	Hourly	$45.52	21.75	October - March
Woo, Misik	BHS	Extra Curricular Activity	Stipend	$884.00	1	November- June\
Zonshine, Rachel	Health	Home Teacher	Hourly	$36.09	30	October- May

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Retirement								
ROSALES, Hector	Custodian	01.0-00100.0-00000-82100-2210-3200000	1.00	35-VI	A	12-31-19		Luther Middle School employed since 07-08-05
SIMA, Maria	Food Service Cook III	13.0-53100.0-00000-37000-2210-3200000 13.0-53100.0-00000-37000-2210-7490002	.1875 .6875	33-VI	D	12-30-19		Luther Middle School employed since 10-16-84
Resignation								
AGHADJANIAN, Hope	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-III	D	10-11-19		Special Education
ANDERSON, Elvira	Food Service Assistant	13.0-53100.0-00000-37000-2210-3220000	.4375	27-VI	D	10-13-19		Muir Middle School
BABAIAN, Agatia	Elementary School Aide	01.0-00000.0-11100-10009-2910-2102000	.4375	27-IV	D	10-31-19		Miller Elementary
CRUZ, Alberto	Facilities Worker	01.0-81500.0-00000-81100-2210-7523000	1.00	44-IV	A	08-08-19		Facilities Services
PACE, Harlan	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2110-2140000	.8125	35-III	D	11-01-19		Roosevelt Elementary
PARADA, Elmer	Campus Supervision Assistant	01.0-02430.0-35500-83000-2210-5260000	1.00	35-V	D	10-25-19		Community Day School
Termination								
CL 0092-19		01.0-65000.0-57700-11100-2110-3200000	.750	32-III	D	10-21-19		Human Resources
Additional Compensation for Working Out of Class								
COZAKOS, Crystal	Construction & Operations Secretary	01.0-00100.0-00000-81100-2410-7520000	1.00	41-V	A	07-30-19	08-09-19	Facilities Services 5% of Base Salary
Leave								
BOYADZHYAN, Armine	Behavior Interventionist	01.0-01500.0-00000-31420-2211-7440000	1.00	12-VII	C	09-16-19	10-25-19	Special Education Paid Parental Bonding
Change of Assignment – Classification/Location/FTE								
CHOY MORALES, Nancy	Elementary School Aide	01.0-00000.0-11100-10009-2910-2052000	.5063	27-I	D	10-28-19		Bret Harte Elementary
DIAZ, Esperanza M	Senior Secretary	01.0-00000.0-00000-27000-2410-4320000	1.00	40-VI	B	11-01-19		Burbank High School
GEVORGYAN, Gohar	Instructional Assistant Special Education	01.0-33100.0-57700-11100-2110-4310000	1.00	32-II	D	10-21-19		Burbank High School

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Change of Assignment – Classification/Location/FTE (Continued)								
GUTIERREZ, Lourdes	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2160000	.3125	32-VI	C	11-01-19		Washington Around the Bell
HARTOONIANS, Jaklin	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2140000	.5625	32-IV	D	10-15-19		Roosevelt Elementary
NGUYEN-MAI, Yen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2100000	.625	32-VI	D	11-01-19		Miller Around the Bell
RICOTTA, Gail	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	1.00	40-VI	D	10-22-19		Special Education
RUSSO, Jeff	Locksmith	01.0-81500.0-00000-81100-2210-7523000	1.00	50-II	A	10-22-19		Facilities Services
Election – Monthly								
AVELAR, Brianna	Food Service Assistant	13.0-53100.0-00000-37000-2210-4320000	.2813	27-I	D	10-28-19		Burroughs High School
BAUMAN, Brittany	Elementary School Aide	01.0-00000.0-11100-10009-2910-2142000 01.0-00000.0-11100-10009-2910-2142000	.1988 .1988	27-I	D	10-23-19 10-23-19		Roosevelt Elementary
CLAXTON, Doreece	Instructional Assistant Special Education	01.0-33100.0-57700-11200-2110-4320000	.750	32-I	D	11-04-19		Burroughs High School
ESCALANTE, Tevah	Instructional Assistant Special Education	01.0-33100.0-57700-11200-2110-4320000	.750	32-I	D	11-04-19		Burroughs High School
HICKS-HUNT, Rachel	Senior Secretary	010.-00000.0-00000-27000-2410-4310000	1.00	40-I	A	10-14-19		Burbank High School
HUFF, Jacob	Elementary School Aide	01.0-00000.0-11100-10009-2910-2161000 01.0-00000.0-11100-10009-2910-2162000 01.0-90201.0-11100-10009-2910-2168400	.2099 .1858 .2318	27-I	D	10-24-19		Washington Elementary
KELLER, Tracy Ann	Health Services Assistant	01.0-56400.0-00000-31400-2210-7728000	.375	36-I	D	10-01-19		Health Services
PETERS, Jeremie	Instructional Assistant-Severely Impaired	01.0-33100.0-57500-11100-2110-2143000	.6875	35-I	D	10-28-19		Roosevelt Elementary
POORE, Rebeca	Occupational Therapist	01.0-65000.0-57500-31409-2211-7440000	1.00	5-I	B	10-28-19		Special Education
RITTER, Katarina	Instructional Assistant Special Education	01.0-33100.0-57700-11200-2110-4320000	.750	32-I	D	10-22-19		Burroughs High School
SIMMONS, Vivian	Elementary School Aide	01.0-00000.0-11100-10009-2910-2052000	.4188	27-I	D	10-28-19		Bret Harte Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly (Continued)								
SUNER, Claudia	Instructional Assistant-Primary Language Support	01.0-01500.0-47601-10000-2110-2090000	.375	31-I	D	10-21-19		McKinley Elementary
TONEKABONI, Seyedeh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2160000	.500	32-I	D	11-01-19		Washington Around the Bell
Election – Additional Assignment								
GIRGOORIAN, Jenik	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.4375	32-VI	C	11-01-19		Horace Mann Children's Center
Election – Hourly								
ADAIR, Nathan	Discrete Trial Facilitator	01.0-30100.0-11100-10012-2130-3219000		40-III	D	10-01-19	05-21-20	Jordan Middle School
ALEGRIA, Hector	Custodian	01.0-00000.0-00000-82100-2240-3201000		35-III	A	09-14-19	09-14-19	Luther Middle School
ALLAHYARI, Edick	Custodian	01.0-90711.0-81000-50002-2240-3228000 01.0-90708.0-81000-50002-2240-7528000 01.0-00000.0-00000-82100-2240-3201000 01.0-00100.0-81000-50001-2240-4321000		35-II	A	10-08-19 10-01-19 09-14-19 10-19-19	10-08-19 06-30-20 09-14-19 10-19-19	Facilities Services Facilities Services Luther Middle School Burroughs High School
ALVARADO, Allen	School Aide	01.0-00000.0-11100-10009-2930-2051000		12.00	G	10-07-19	10-07-19	Bret Harte Elementary
ALVARADO, Wendy	Elementary School Aide	01.0-00000.0-11100-10009-2930-2051000		27-I	D	10-07-19	10-07-19	Bret Harte Elementary
ALVAREZ, Margarita	Custodian	01.0-90711.0-81000-50002-2240-4318000		35-VI	A	09-28-19	10-06-19	Facilities Services
AMBROSE, Liliana	Instructional Assistant Special Education	01.0-30100.0-11100-10012-2130-3229000		32-VI	D	08-12-19	05-21-20	Muir Middle School
ANGUINO, Anna	Middle School Aide	01.0-00000.0-11100-10009-2930-3211000		34-III	D	10-15-19	10-15-19	Jordan Middle School
ARELLANO, Celina	English Language Development Office Specialist I	11.0-63910.0-41102-27000-2430-5330000		35-VI	E	10-01-19	04-30-20	Burbank Adult School
ARMENTA, Hugo	Grounds Technician	01.0-00100.0-00000-82200-2240-7521000		40-VI	A	10-17-19	10-18-19	Facilities Services
BABAIAN, Agatia	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		32-IV	D	08-01-19	06-30-20	Bret Harte Children's Center
BARBINIS, Nicholas	Discrete Trial Facilitator	01.0-30100.0-11100-10012-2130-2039000		40-II	D	11-01-19	12-20-19	Emerson Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
BARRAZA, Emigdio	Community Resource Assistant	01.0-00000.0-00000-27000-2440-3201000		31-VI	D	10-18-19	10-18-19	Luther Middle School
BEAUREGARD, Stephanie	Payroll Technician	01.0-00000.0-00000-72000-2440-7471000		43-VI	A	10-01-19	01-31-20	Fiscal Services
BELTRAN, Guillermo	Lead Custodian Secondary	01.0-90711.0-81000-50002-2240-3228000 01.0-90708.0-81000-50002-2240-7528000		40-VI	A	10-07-19 10-01-19	10-07-19 06-30-20	Facilities Services Muir Middle School
BREMMER, Kathryn	School Aide	01.0-00000.0-11100-10009-2930-2051000		12.00	G	10-07-19	10-07-19	Bret Harte Elementary
BROOKS, Mackenna	Discrete Trial Facilitator	01.0-30100.0-11100-10012-2130-3219000		40-VI	D	10-01-19	05-21-20	Jordan Middle School
BRYSON, Lisa	Elementary School Aide	01.0-00000.0-11100-10009-2930-2051000 01.0-00000.0-11100-10009-2960-2052000		27-I	D	10-07-19 10-15-19	10-07-19 10-25-19	Bret Harte Elementary
CALZADILLA, Jose	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4328100		35-IV	D	10-12-19	10-19-19	Burroughs High School
CARRASCO, Janel	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100 01.0-90904.0-00000-83000-2240-4328100		35-VI	D	10-11-19 01-04-19	10-26-19 10-04-19	Burbank High School Burroughs High School
CASTILLO-CABRERA, Jose	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-IV	A	09-01-19	06-30-20	Providencia Elementary
CHAPUT, Edward	Systems Analyst	01.0-00000.0-00000-77000-2440-7731000		67-VI	A	09-01-19	06-30-20	Technology Services
CHAVARRIA, Herberth	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2140-7440000 01.0-65000.0-57500-11905-2130-7440000		40-I	D	10-21-19 10-21-19	10-24-19 10-24-19	Special Education
CHOY MORALES, Nancy	Elementary School Aide	01.0-00000.0-11100-10009-2930-2051000 01.0-90201.0-00000-24950-2930-2058200 01.0-00000.0-11100-10009-2960-2052000		27-I	D	10-07-19 10-10-19 10-07-19	10-07-19 10-10-19 10-25-19	Bret Harte Elementary
COLSON, Mary	Elementary School Aide	01.0-00000.0-11100-10009-2930-2051000 01.0-90201.0-00000-24950-2930-2058200 01.0-90201.0-00000-24950-2930-2058200		27-III	D	10-07-19 10-10-19 09-12-19	10-07-19 10-10-19 09-12-19	Bret Harte Elementary
CORDOVA, Oscar	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	10-01-19	06-30-20	Stevenson Elementary
COZAKOS, Crystal	Construction & Operations Secretary	01.0-00100.0-00000-81100-2240-7520000		41-V	A	10-18-19	10-18-19	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
CRUZ, Guillermo Jr.	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100		35-VI	D	10-11-19	10-11-19	Burbank High School
CRUZ GOMEZ, Veronica	Custodian	01.0-90711.0-81000-50002-2240-4318000		35-II	A	09-28-19	09-28-19	Facilities Services
DE LA CRUZ, Johanna	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100 01.0-00000.0-00000-83000-2240-4311000		35-III	D	10-11-19 10-19-19	10-26-19 10-19-19	Burbank High School
DIAZ, Basilio	Senior Custodian	01.0-90902.0-81000-50002-2240-7528000 01.0-00100.0-00000-82100-2240-7521000		36-II	A	10-01-19 08-29-19	05-31-20 08-29-19	Miller Elementary
DIAZ, Juan	Custodian	01.0-00000.0-00000-82100-2240-3201000 01.0-00100.0-81000-50001-2240-4321000		36-VI	A	09-14-19 10-19-19	09-14-19 10-19-19	Luther Middle School Burroughs High School
DI DONATO, Casey	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100		35-VI	D	09-26-19	10-18-19	Burbank High School
DUENAS, Christina	Middle School Aide	01.0-00000.0-11100-10009-2930-3201000		34-III	D	09-18-19	09-19-19	Luther Middle School
FERNANDO, Tina	Elementary School Aide	01.0-90201.0-00000-24950-2930-2108200 01.0-90201.0-00000-24950-2930-2102010 01.0-00000.0-00000-24950-2930-7421325 01.0-00000.0-11100-10009-2930-3211000		27-III	D	10-10-19 10-10-19 10-21-19 09-26-19	10-10-19 10-10-19 10-21-19 09-26-19	Miller Elementary Instructional Services Jordan Middle School
FLYNN, Olga	Technology Support Specialist I	01.0-00000.0-00000-77000-2440-7401000		49-VI	A	09-16-19	09-18-19	Technology Services
FORGE, Joshua	Discrete Trial Facilitator	01.0-030100.0-11100-10012-2130-321900		40-III	D	10-01-19	05-21-20	Jordan Middle School
GARCIA, Manuel	Custodian	01.0-90902.0-81000-50002-2240-7528000		35-IV	A	10-01-19	05-31-20	Emerson Elementary
GILCHRIST, Emmanuel	Senior Custodian	01.0-90902.0-81000-50002-2240-7528000 01.0-90708.0-81000-50002-2240-7528000		36-VI	A	10-01-19 10-01-19	05-31-20 06-30-20	Burbank Adult School
GRAY, Martha	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-7429000		32-VI	D	10-14-19	12-19-19	Washington Elementary
GUERRA, Griselda	Custodian	01.0-90711.0-81000-50002-2240-2168000		35-VI	A	09-18-19	09-18-19	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
GUNAWAN, Henry	Adult Site Technician II	11.0-00639.0-41100-27000-2440-5330000 11.0-63910.0-41100-27000-2440-5330044 11.0-63910.0-41101-27000-2440-5330000 11.0-63910.0-41102-27000-2440-5330000 11.0-63910.0-41104-27000-2440-5330000 11.0-63910.0-41106-27000-2440-5330000		57-VI	B	10-01-19	04-30-20	Burbank Adult School
GUTIERREZ, Lourdes	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2160000		32-VI	C	10-01-19	11-30-19	Washington Around the Bell
HALLAJIAN, Maral	Food Service Assistant	13.0-53100.0-00000-37000-2230-3210000		27-VI	D	08-01-19	05-30-20	Jordan Middle School
HARTOONIANS, Jaklin	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-2140000		32-IV	D	08-01-19	05-30-20	Roosevelt Elementary
HARRIS, Jennifer	Middle School Aide	01.0-00000.0-11100-10009-2930-3211000		34-III	D	10-15-19	05-31-20	Jordan Middle School
HARRIS, Shaka	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2140-7440000		40-II	D	10-19-19	10-19-19	Special Education
HERNANDEZ, Branden	Office Assistant	11.0-00639.0-41100-27000-2440-5330000 11.0-63910.0-41100-27000-2440-5330044 11.0-63910.0-41101.27000-2440-5330000 11.0-63910.0-41102-27000-2440-5330000 11.0-63910.0-41104-27000-2440-5330000 11.0-63910.0-41106-27000-2440-5330000		34-IV	B	10-01-19	04-30-20	Burbank Adult School
HERNANDEZ, Esmeralda	Instructional Assistant-Special Education	01.0-90904.0-00000-24950-2930-2138200		32-VI	D	10-15-19	10-15-19	Providencia Elementary
HERNANDEZ, Laura	Educational Interpreter IV	01.0-65000.0-57700-11104-2140-7440000 01.0-65000.0-57700-11104-2130-7440000		61-VI	D	10-08-19	10-11-19	Special Education
HESSEL, Lily	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-5300000		32-VI	D	10-01-19	06-30-20	Monterey High School
HIMES, Erica	School Aide	01.0-90201.0-00000-24950-2930-2148200		12.00	G	10-18-19	10-18-19	Roosevelt Elementary
ISAIAN, Helen	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000		32-VI	D	10-01-19	10-31-19	Horace Mann Children's Center
JARAMILLO, Dora	School Aide	01.0-00000.0-11100-10000-2160-7452000		12.00	G	10-14-19	10-18-19	Edison Elementary
JIMENEZ, Juan	Grounds Technician	01.0-00100.0-00000-83000-2240-7521000 01.0-00100.0-00000-82200-2240-7521000		40-VI	A	10-12-19 10-17-19	10-12-19 10-18-19	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
JOHNSON, Kimberly	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100		35-VI	D	10-11-19	10-26-19	Burbank High School
KUKAWSKI, John	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100 01.0-90904.0-00000-83000-2240-4328100		35-II	D	09-26-19 10-04-19	10-26-19 10-04-19	Burbank High School Burroughs High School
LARA, Jose	Senior Custodian	01.0-90711.0-81000-50002-2240-2168000		36-III	A	09-18-19	09-18-19	Facilities Services
LEON, Oscar	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000 01.0-90711.0-81000-50002-2240-4318000		40-VI	A	10-01-19	06-30-20	Burbank High School
LESLIE LEWIS, Glendy	Instructional Assistant English Language Development	01.0-42030.0-47600-10012-2130-7429000		32-IV	A	09-01-19	12-31-19	Luther Middle School
LEVITT, Edward	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	10-01-19	12-21-19	Burbank Adult School
LEWIS, Lesley	Elementary School Aide	01.0-90201.0-00000-24950-2930-2148200 01.0-00012.0-00000-24950-2930-7421000 01.0-90201.0-00000-24950-2940-2058200 01.0-90201.0-00000-24950-2930-2058200		27-III	D	10-24-19 10-10-19 09-12-19 09-12-19	10-24-19 10-10-19 09-12-19 09-12-19	Roosevelt Elementary Instructional Services Bret Harte Elementary
LINARES, Edgar	Custodian	01.0-90902.0-81000-50002-2240-7528000		35-VI	A	10-01-19	05-31-20	Stevenson Elementary
LOMBARDI, Giovanni	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	10-01-19	12-21-19	Burbank Adult School
LUNDBERG, Nuria	Bilingual Translator	01.0-01500.0-00000-21700-2950-7422000		29-1	F	10-01-19	05-31-20	Instructional Services
MAGALLANES, Josephine	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4328100		35-VI	D	10-19-19	10-26-19	Burroughs High School
MAGANA, Rafael	Custodian	01.0-90902.0-81000-50002-2240-7528000		35-VI	A	10-01-19	05-31-20	Roosevelt Elementary
MARINO, Annette	Elementary School Aide	01.0-90201.0-00000-24950-2930-2028200		27-III	D	10-01-19	10-31-19	Edison Elementary
MARKOSIAN, Alice	Payroll Technician	01.0-00000.0-00000-72000-2440-7471000		43-VI	A	10-01-19	01-31-20	Payroll Department
MARTINEZ, Andrea	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4328100		35-V	D	10-12-19	10-12-19	Burroughs High School
MARTINEZ, Robert	Plumber	01.0-81500.0-00000-81100-2240-7523100		50-V	A	10-19-19	10-19-19	Facilities Services
MC DONALD, Cheryl	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100		35-VI	D	09-26-19	10-11-19	Burbank High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
MC DONALD, Kailey	Instructional Assistant Special Education	01.0-30100.0-11100-10012-2130-3219000		32-V	D	10-01-19	10-21-19	Jordan Middle School
MEJIA, Sandra	Elementary School Aide	01.0-90904.0-00000-24950-2930-2138200		27-II	D	10-15-19	10-15-19	Providencia Elementary
MEJIA-LORETO, Pedro	Irrigation Specialist	01.0-90708.0-81000-50002-2240-7528000 01.0-00100.0-00000-82200-2240-7521000		48-VI	A	10-19-19	10-19-19	Facilities Services
MENENDEZ, Juan	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100 01.0-90904.0-00000-83000-2240-4328100		35-VI	D	10-11-19 10-01-19	10-11-19 12-31-19	Burbank High School Burroughs High School
MIRZAKHANIAN, Alice	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000		32-VI	C	10-01-19	10-31-19	Horace Mann Children's Center
MIRZAKHANIAN, Georg	Custodian	01.0-90711.0-81000-50002-2240-4318000		35-III	A	10-06-19	10-06-19	Facilities Services
MOORE, Jennifer	School Office Manager	01.0-00000.0-00000-27000-2430-2091000		15.67	G	10-01-19	10-31-19	McKinley Elementary
MORALES, Leticia	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	10-01-19	12-21-19	Burbank Adult School
MORALES, Vivian	Library Coordinator-Elementary	01.0-30100.0-11100-10012-2130-2039000		36-III	D	10-07-19	05-08-20	Emerson Elementary
MORAN, Martin	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	10-01-19	06-30-20	Facilities Services
MORENO, Crhistian	Safety Utility Custodian	01.0-00100.0-00000-83000-2240-7521000		35-I	A	09-28-19	09-28-19	Facilities Services
NAVARRO, Mark	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4328100		35-IV	D	10-01-19	12-31-19	Burroughs High School
NERCESSIAN-KATALARIS, Maro	School Aide	01.0-90201.0-00000-24950-2930-2148200		12.00	G	10-18-19	10-18-19	Roosevelt Elementary
NICOLAOU, Theresa	Technology Operation Specialist	01.0-00000.0-00000-77000-2440-7421000		57-V	A	10-01-19	10-31-19	Instructional Services
OLEA, Omar	Locksmith	01.0-81500.0-00000-81100-2240-7523100		50-IV	A	10-19-19	10-19-19	Facilities Services
PARRALES, Charlene	Instructional Assistant Special Education	01.0-30100.0-11100-10012-2130-3229000		32-III	D	08-12-19	05-21-20	Muir Middle School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
PEREZ, Joseph	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000 01.0-90711.0-81000-50002-2240-4318000 01.0-00000.0-00000-82100-2240-3201000		40-VI	A	10-01-19 09-29-19 09-14-19	06-30-20 09-29-19 09-14-19	Burbank High School Facilities Services Luther Middle School
PHILLIPAS, Maria	Elementary School Aide	01.0-90201.0-00000-24950-2930-2148200		27-III	D	10-24-19	10-24-19	Roosevelt Elementary
PORTILLO, Carlos	Custodian	01.0-00100.0-00000-83000-2240-7521000		35-VI	A	10-19-19	10-19-19	Facilities Services
POZOS, Salvador	Custodian	01.0-00100.0-81000-50001-2240-4311000 01.0-90708.0-81000-50002-2240-7528000 01.0-90711.0-81000-50002-2240-4318000		35-VI	A	10-18-19 10-01-19 10-05-19	10-18-19 06-30-20 10-05-19	Burbank High School Facilities Services
PUMPIAN-MINDLIN, Ilya	Adult School Office Manager	11.0-00639.0-41100-27000-2440-5330000 11.0-63910.0-41100-27000-2440-5330044 11.0-63910.0-41101-27000-2440-5330000 11.0-63910.0-41102-27000-2440-5330000 11.0-63910.0-41104-27000-2440-5330000 11.0-63910.0-41106-27000-2440-5330000		43-VI	A	10-01-19	04-30-20	Burbank Adult School
RATIU, Janet	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2090000		32-II	D	10-01-19	06-30-20	McKinley Around the Bell
REYES, David	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	09-01-19	06-30-20	Luther Middle School
RICOTTA, Gail	Discrete Trial Facilitator	01.0-65000.0-50010-24950-2930-7440000 01.0-65000.0-57500-11905-2130-7440000		40-VI	D	09-25-19 10-22-19	04-22-20 11-30-19	Special Education
RIOJAS, Jaime III	Grounds Technician	01.0-00100.0-00000-82200-2240-7521000		40-I	A	10-17-19	10-17-19	Facilities Services
RIVERA, Audrie	School Aide Food Service Worker	01.0-00000.0-11100-10009-2930-2051000 13.0-53100.0-00000-37000-2230-7490000		12.00 12.44	G G	10-07-19 10-01-19	10-07-19 05-30-20	Bret Harte Elementary Food Services
RODRIGUEZ, Ignacia	Payroll Technician	01.0-00000.0-00000-72000-2440-7471000		43-VI	A	10-01-19	01-31-20	Payroll Department
RODRIGUEZ, Sergio	Building Maintenance Leadperson	01.0-81500.0-00000-81100-2240-7523100		58-IV	A	10-19-19	10-19-19	Facilities Services
SAGRADYAN, Narine	Elementary School Aide	01.0-90201.0-00000-24950-2930-2108200 01.0-90201.0-00000-24950-2930-2102010		27-III	D	10-10-19 10-10-19	10-10-19 10-10-19	Miller Elementary
SALCEDO, Miriam	Food Service Supervisor II	13.0-53100.0-00000-37009-2340-4310000		S-7	D	09-01-19	05-30-20	Burbank High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
SANDOVAL, Efren	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	10-01-19	06-30-20	Jordan Middle School
SCHWERT, Cynthia	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	10-01-19	10-31-19	Burbank Adult School
SERAYDARIAN, Manoug	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000		16.24	F	08-01-19	10-31-19	Instructional Services
SERMENO, Estela	Community Resource Assistant	01.0-00012.0-00000-24950-2940-7421000		31-VI	D	10-10-19	10-10-19	Instructional Services
SHAW, Maureen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2150000		14.05	D	11-18-19	11-22-19	Stevenson Around the Bell
SHEAFER, Robert	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100 01.0-90904.0-11100-41000-2930-4318100		15.18	G	10-11-19 09-28-19	10-18-19 09-28-19	Burbank High School
SILVA, Maritza	English Language Development Aide	01.0-42030.0-47600-10012-2130-7429000		32-VI	D	08-01-19	10-16-19	Jordan Middle School
SIMA, Maria	Food Service Cook III	13.0-53100.0-00000-37000-2230-3200000		33-VI	D	08-01-19	05-30-20	Luther Middle School
TAYLAN, Tristen	Campus Supervision Assistant	01.0-90904.0-00000-83000-2240-4328100		15.18	G	10-18-19	10-18-19	Burroughs High School
THOMAS, Jill	Senior Attendance Technician	11.0-00639.0-41100-27000-2440-5330000 11.0-63910.0-41100-27000-2440-5330044 11.0-63910.0-41101-27000-2440-5330000 11.0-63910.0-41102-27000-2440-5330000 11.0-63910.0-41104-27000-2440-5330000 11.0-63910.0-41106-27000-2440-5330000		39-VI	B	10-01-19	04-30-20	Burbank Adult School
TORRES, Consuelo	Custodian	01.0-00100.0-81000-50001-2240-4311000 01.0-90708.0-81000-50002-2240-7528000 01.0-00100.0-81000-50001-2240-4321000 01.0-90711.0-81000-50002-2240-4318000		35-VI	A	10-18-19 10-01-19 10-05-19 09-29-19	10-18-19 06-30-20 10-05-19 09-29-19	Burbank High School Burroughs High School Facilities Services
TORRES, Jorge	Custodian	01.0-90711.0-81000-50002-2240-3228000 01.0-90708.0-81000-50002-2240-7528000		35-VI	A	10-09-19 10-01-19	10-09-19 06-30-20	Facilities Services Muir Middle School
URIBE, Elias	At Risk Interventionist	01.0-90904.0-11100-41000-2940-4318100		53-VI	D	10-11-19	10-11-19	Burbank High School
VALLES, Fidel	Custodian	01.0-90708.0-81000-50002-2240-7528000 01.0-81500.0-00000-82100-2240-7523300		35-VI	A	09-01-19 09-29-19	06-30-20 09-29-19	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
VILLALTA, Jose	Custodian	01.0-90708.0-81000-50002-2240-7528000 01.0-00100.0-00000-82100-2240-7521000		35-VI	A	09-01-19 08-29-19	06-30-20 08-29-19	Jordan Middle School Facilities Service
WADE, Cheretta	Campus Supervision Assistant	01.0-00000.0-00000-83000-2230-3211000		35-IV	D	09-26-19	10-25-19	Jordan Middle School
WILKINS, Charles	Custodian	01.0-00100.0-00000-82100-2230-7521000		15.18	G	09-23-19	09-23-19	Facilities Services
WILLIAMS, Randall	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	10-01-19	12-21-19	Burbank Adult School
ZELAYA, Raul	Lead Custodian Secondary	01.0-90711.0-81000-50002-2240-3228000		40-VI	A	10-09-19	10-09-19	Facilities Servicse
ZINALVAND, Ayda	Instructional Assistant-Children's Center	12.0-61050.0-00010-10000-2140-2160000		32-VI	D	10-01-19	06-30-20	Washington Children's Center
Election – Student Helpers								
BENNETT, Carter	Student Helper	13.0-53100.0-00000-37000-2933-4320000		12.00	F	08-01-19	05-30-20	Burroughs High School
FLORES, Manuel	Student Helper	13.0-53100.0-00000-37000-2933-4320000		12.00	F	08-01-19	05-30-20	Burroughs High School
FOX, Griffin	Student Helper	13.0-53100.0-00000-37000-2933-4310000		12.00	F	08-01-19	05-30-20	Burbank High School
GREEN, Keilee	Student Helper	13.0-53100.0-00000-37000-2933-4320000		12.00	F	08-01-19	05-30-20	Burroughs High School
GUZMAN, Alyssa	Student Helper	13.0-53100.0-00000-37000-2933-4310000		12.00	F	08-01-19	05-30-20	Burbank High School
MARQUE, Francheska	Student Helper	13.0-53100.0-00000-37000-2933-4310000		12.00	F	08-01-19	05-30-20	Burbank High School
MVA A, Rydge Yannick	Student Helper	13.0-53100.0-00000-37000-2933-4310000		12.00	F	08-01-19	05-30-20	Burbank High School
RAYGOZA, Ryan	Student Helper	13.0-53100.0-00000-37000-2933-4320000		12.00	F	08-01-19	05-30-20	Burroughs High School
TOMINGA, Sarah	Student Helper	13.0-53100.0-00000-37000-2933-4310000		12.00	F	08-01-19	05-30-20	Burbank High School
Election – Walk on Coach								
ANTONIO, Lorenzo	Short Term- Athletic	01.0-90904.0-11100-41000-2930-4318100		13.09	F	10-01-19	11-30-19	Burbank High School
ARY, Shannon	Short Term-Performing Arts	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School

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Election – Walk on Coach (Continued)								
AYALA, Leonel	Short Term-Performing Arts	01.0-90904.0-17007-41001-2171-3208100		13.09	F	09-01-19	12-31-19	Luther Middle School
AYON, Christian	Short Term- Athletic	01.0-00000.0-15002-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
BAKER, Matthew	Short Term-Performing Arts	01.0-90904.0-17006-41002-2171-3228100		13.09	F	08-12-19	05-22-20	Muir Middle School
BISHOP, Gina	Short Term-Performing Arts	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Muir Middle School
BRIGGS, James	Short Term- Athletic	01.0-90201.0-17006-41002-2171-4328500 01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19 10-01-19	10-31-19 10-31-19	Burroughs High School Burbank High School
BRODIE, Steven	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
BRYANT, Dylan	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
BURCH, Benjamin	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
CALDWELL, Matthew	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
CALZADILLA, Jose	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
CARTER, Dushon	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
CASTRO, Bernardo	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
CHAROUHAS, Natalie	Short Term-Performing Arts	01.0-90904.0-17007-41001-2171-3208100		13.09	F	09-01-19	12-31-19	Luther Middle School
COHEN, Marissa	Short Term-Performing Arts	01.0-90904.0-17007-41001-2171-3208100		13.09	F	09-01-19	12-31-19	Luther Middle School
COOKE, Sidney	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
DAHLQUIST, Andrew	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
DEL MUNDO, Jett	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
DIAZ, Pablo	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
DOBBIN, Laura	Short Term-Performing Arts	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School

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Election – Walk on Coach (Continued)								
DUNAWAY, William	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
ELEY, Marcus	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		13.09	F	10-01-19	10-31-19	Burroughs High School
ELLIS, Allan	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
ESTRADA, Blake	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		13.09	F	09-01-19	10-31-19	Burroughs High School
FREEMAN, Andee	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		13.09	F	10-01-19	10-31-19	Burroughs High School
HAMANAKA, Glenn	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
HERNANDEZ, Erick	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
HOLDREN, Rand	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
HOR, Kenny	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
JACOBS, Daniel	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
JOHNSON, Sean	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
JOHNSON, William	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
KELLOGG, Mitchell	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	10-01-19	10-31-19	Burroughs High School
KOULOUVARIS, Scott	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
KUKAWSKI, John	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
LANDRY, Melissa	Short Term- Performing Arts	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
LEE, Timothy	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-5328500 01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burroughs High School Burbank High School
LOPEZ, Cheryl	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-3228100		13.09	F	08-12-19	05-22-20	Muir Middle School
LUCERO, Michael	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School

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Election – Walk on Coach (Continued)								
MAGALLON, Matthew	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
MANASEWITSCH, Joseph	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
MARBACH, Daniel	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
MARTINEZ, Diana	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
MC CORMICK, Lisa	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-3228100 01.0-90904.0-17006-41002-2171-3208100		13.09	F	08-12-19 09-01-19	05-22-20 12-31-19	Muir Middle School Luther Middle School
MCGARRAH, Shane	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500 01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burroughs High School Burbank High School
MORILLAS, Charles	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500 01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burroughs High School Burbank High School
OLSEN, Corinne	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-4318100		13.09	F	09-01-19	10-31-19	Burbank High School
ORBISON-GUTIERREZ, Andrew	Short Term- Performing Arts	01.0-90904.0-17007-41001-2171-3208100		13.09	F	09-01-19	12-31-19	Luther Middle School
ORBISON-GUTIERREZ, Marie	Short Term- Performing Arts	01.0-90904.0-17007-41001-2171-3208100		13.09	F	09-01-19	12-31-19	Luther Middle School
ORTEGA-JENNISON, Martin	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
OSPINA, Michael	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
OUNDJIAN, Jennifer	Short Term- Performing Arts	01.0-00000.0-15001-41000-2171-7453200 01.0-90904.0-17007-41001-2171-4328600 01.0-00000.0-17007-41000-2171-4320000		13.09	F	09-16-19 08-01-19 11-01-19	09-16-19 05-31-20 06-30-20	Burroughs High School
PARK, Alice	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
PREZA, Roone	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
RAY, Annette	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School

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Election – Walk on Coach (Continued)								
ROJO, Karl	Short Term- Athletic	01.0-00000.0-15001-42002-2171-4310000		13.09	F	10-01-19	10-31-19	Burbank High School
RECCHIA, Keith	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
ROBINSON, George	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
SANCHEZ, Melissa	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
SOSA, Sid	Short Term- Performing Arts	01.0-90904.0-17007-41001-2171-3208100		13.09	F	09-01-19	12-31-19	Luther Middle School
SPENS, Randy	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
STRANG, Sheila	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
SULLIVAN, Sabrina	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
SWILLING, Leland	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
TANIGAWA, Westley	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
TAYLOR, Rodney	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
TRANCOSCO, Omar	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
VILLEGAS, Sandra	Short Term- Performing Arts	01.0-90904.0-17006-41002-2171-4318100 01.0-90201.0-17006-41002-2171-4328500		13.09	F	10-01-19	10-31-19	Burbank High School Burroughs High School
WHITE, Sean	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
WIEGAND, Angela	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		13.09	F	10-01-19	10-31-19	Burroughs High School
WIEGAND, Roy	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500		13.09	F	10-01-19	10-31-19	Burroughs High School
WILKINS, Jessica	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4328500 01.0-00000.0-15001-42000-2171-7453200 01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19 09-16-19 10-01-19	10-31-19 09-16-19 10-31-19	Burroughs High School Muir Middle School Burbank High School
WILLIAMS, Sterling	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burbank High School
WILLIAMS, Megan	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Walk on Coach (Continued)								
WILLIS, Doron	Short Term- Athletic	01.0-00000.0-15001-42000-2171-7453200		13.09	F	09-16-19	09-16-19	Burroughs High School
WRIGHT, Micah	Short Term-Performing Arts	01.0-90904.0-17006-41002-2171-3228100		13.09	F	08-12-19	05-22-20	Muir Middle School
YAGHUBYAN,Tatevik	Short Term-Performing Arts	01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School
ZONSHINE, Michael	Short Term-Performing Arts	01.0-90904.0-17006-41002-2171-4318100		13.09	F	10-01-19	10-31-19	Burbank High School

Signature

Title: Assistant Superintendent, Human Resources Services

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

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BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
20000227	CROWN CITY BUSES, INC.	C/O 1: REDUCE BY $800.00; 2019-20 BLANKET ORDER; ATHLETIC TRANSPORTATION	BURBANK HIGH SCHOOL	010	$5,200.00
20000247	DURHAM SCHOOL SERVICES	C/O 2: REDUCE BY $5,000.00; 2019-20 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS	BURBANK HIGH SCHOOL	010	$24,072.00
20000248	DURHAM SCHOOL SERVICES	C/O 1: REDUCE BY $10,000.00; 2019-20 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$15,000.00
20000265	TIME FOR KIDS SUBSCRIPTIONS	C/O 1: REDUCE BY $42.75; MAGAZINE SUBSCRIPTIONS; TITLE I FUNDS	DISNEY ELEMENTARY	010	$427.50
20000422	SOUTHWINDS TRANSPORTATION	C/O 1: CANCEL ORDER; STUDENT TRANSPORTATION; IMA	BURBANK HIGH SCHOOL	010	$5,550.00
20000596	TRANSIT SYSTEMS UNLIMITED, INC	C/O 1: INCREASE BY $5,000.00; 2019-20 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS	BURBANK HIGH SCHOOL	010	$6,500.00
20000669	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$29.10
20000748	RELIABLE FLOOR COVERING, INC	C/O 1: REDUCE BY $11,388.00 - CHANGE IN SCOPE; BID 1920-010 FURNISH & INSTALL FLOORING AT MILLER ES, JBHS, & DISTRICT OFFICE; ON-GOING AND MAJOR MAINTENANCE FUNDS	VARIOUS SITES	010	$14,887.00
20000751	PLAYPOWER LT FARMINGTON INC.	C/O 1: REDUCE BY $153.37 - BD 9/19/19; FURNISH AND INSTALL PLAYGROUND EQUIPMENT @ BRET HARTE ES; BOND FUNDS; BOARD APPROVED 7/18/19	FACILITIES SERVICES	213	$12,597.81
20000998	SMART & FINAL STORES CORP	C/O 1: REDUCE BY $435.34; BLANKET ORDER; SCHOOL EVENT SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$64.66
20001007	VALLEY POWER REPAIRS	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$267.78
20001012	SHIFFLER EQUIPMENT SALES, INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$25.08
20001021	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$1,957.81
20001123	AMAZON CAPITAL SERVICES	C/O 1: REPLACEMENT ORDER; TECHNOLOGY EQUIPMENT	STEVENSON ELEMENTARY	010	$274.47
20001141	CALIFORNIA SPORT DESIGN LLC	C/O 1: CANCEL ORDER; CUSTOM POLO SHIRTS; CTE INCENTIVE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$2,022.26
20001147	YALE/CHASE EQUIPMENT AND SERVICES, INC	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$963.62
20001217	PLAYPOWER LT FARMINGTON INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$317.09
20001224	AMAZON CAPITAL SERVICES	C/O 1: REDUCE QUANTITY; LIBRARY SUPPLIES	EMERSON ELEMENTARY	010	$40.78
20001272	PLAYPOWER LT FARMINGTON INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$302.29
20001341	GARVEY EQUIPMENT COMPANY	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$828.99

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20001354	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	C/O 1: CANCEL ORDER - ENTERED IN ERROR; ANNUAL CONVEYANCE PERMIT FEES FOR ROOSEVELT ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$675.00
20001422	TIME AND ALARM SYSTEMS	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$1,619.30
20001423	SHIFFLER EQUIPMENT SALES, INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$739.24
20001424	TRULITE	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$744.20
20001460	THE SHERWIN-WILLIAMS CO	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$153.42
20001461	REFRIGERATION HARDWARE SUPPLY CORP	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$61.52
20001462	ALLEN INDUSTRIAL SUPPLY INC	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$7.32
20001489	SOUTHWINDS TRANSPORTATION	C/O 1: INCREASE BY $75.00; STUDENT TRANSPORTATION; ARCADIA HS; ATHLETICS	BURBANK HIGH SCHOOL	010	$490.60
20001531	UME FEDERAL CREDIT UNION	C/O 1: CHANGE VENDOR AND REDUCE BY $40.05; ART SUPPLIES	JORDAN MIDDLE SCHOOL	010	$360.52
20001540	UNIVAR USA INC	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$222.48
20001542	SUNSTATE EQUIPMENT CO.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$144.99
20001588	TURF STAR, INC.	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$880.22
20001624	DOUBLE HI EXPRESS TOURS INC.	STUDENT TRANSPORTATION; OSS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$3,894.24
20001625	INKED IN	CUSTOM T-SHIRTS AND JACKETS FOR YARD SUPERVISORS; MAA FUNDS	MILLER ELEMENTARY	010	$423.36
20001626	BELTRAN, HEATHER	CONSULTANT AGREEMENT; CORE CONDITIONING AND STRENGTHENING CLASSES; GIFT FUNDS; BOARD APPROVED 8/15/19	JEFFERSON ELEMENTARY	010	$2,000.00
20001627	INKED IN	CUSTOM T-SHIRTS & SCREEN PRINTING FOR YARD SUPERVISORS; MAA FUNDS	MILLER ELEMENTARY	010	$131.20
20001628	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/5/19	PROVIDENCIA ELEMENTARY	010	$4,050.00
20001629	RV ARCADE	CONSULTANT AGREEMENT; GAME TRUCK; GIFT FUNDS; BOARD APPROVED 9/5/19	PROVIDENCIA ELEMENTARY	010	$420.00
20001630	THREE OAKS OUTDOOR SCIENCE SCHOOL	OSS CLOTHING ITEMS & ACCESSORIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$1,100.00
20001631	EXTRA FUN JUMPERS, INC.	CONSULTANT AGREEMENT; HARVEST FESTIVAL GAMES; GIFT FUNDS; BOARD APPROVED 9/5/19	PROVIDENCIA ELEMENTARY	010	$702.99
20001632	SHAH, MAYA	2019-20 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$3,861.12
20001633	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	JEFFERSON ELEMENTARY	010	$296

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20001634	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$24.70
20001635	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$57.22
20001636	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$54.87
20001637	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	INSTRUCTIONAL SERVICES	010	$31.82
20001638	AMAZON CAPITAL SERVICES	AUDIO EQUIPMENT; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$220.49
20001639	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$24.24
20001640	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$91.85
20001641	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$46.45
20001642	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; GENERAL UNRESTRICTED & GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$4,260.73
20001643	RAPTOR TECHNOLOGIES LLC	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$110.25
20001644	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES	MILLER ELEMENTARY	010	$79.38
20001645	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	JEFFERSON ELEMENTARY	010	$52.15
20001646	CAROLINA BIOLOGICAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$113.83
20001647	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES	STEVENSON ELEMENTARY	010	$98.22
20001649	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; AROUND THE BELL PROGRAM; CHILD DEVELOPMENT FUNDS	EDISON ELEMENTARY	120	$164.20
20001650	FUN EXPRESS LLC	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$233.69
20001651	SPECIAL EDUCATION PARENT	REIMBURSEMENT TO PARENT FOR COMPENSATORY EDUCATIONAL SERVICES	SPECIAL EDUCATION	010	$4,800.00
20001652	LOS ANGELES TIMES MEDIA GROUP	PRINT ADVERTISEMENT	JOHN BURROUGHS HIGH SCHOOL	010	$1,150.00
20001653	ALL AMERICAN TROPHY & ENGRAVING CO	PRINCIPAL'S EXCELLENCE AWARD PLAQUE; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$26.46
20001654	JOHN MUIR MIDDLE SCHOOL ASB	BASKETBALL REFEREE FEES	LUTHER BURBANK MIDDLE SCHOOL	010	$400.00
20001655	JOHN MUIR MIDDLE SCHOOL ASB	BASKETBALL REFEREE FEES	LUTHER BURBANK MIDDLE SCHOOL	010	$160.00
20001656	WHITFORD, TANYA	REIMBURSEMENT TO FUNDRAISING COMMITTEE PRESIDENT FOR MEETING SUPPLIES; GIFT FUNDS	PROVIDENCIA ELEMENTARY	010	$349.77

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20001657	DAVE BANG & ASSOCIATES INC	BID 1920-015 TEDDY BEAR PARK PLAYGROUND RELOCATION SITE PREPARATORY WORK @ ROOSEVELT ES; BOND AND CITY OF BURBANK JOINT USE FUNDS; BOARD APPROVED 10/3/19	FACILITIES SERVICES	010	$10,000.00
20001657	DAVE BANG & ASSOCIATES INC	BID 1920-015 TEDDY BEAR PARK PLAYGROUND RELOCATION SITE PREPARATORY WORK @ ROOSEVELT ES; BOND AND CITY OF BURBANK JOINT USE FUNDS; BOARD APPROVED 10/3/19	FACILITIES SERVICES	213	$41,522.66
20001658	SCHOLASTIC INC.	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	ROOSEVELT ELEMENTARY	010	$277.75
20001659	SCHOLASTIC INC.	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	ROOSEVELT ELEMENTARY	010	$133.12
20001660	JOHNSON, JENNIFER	REIMBURSEMENT TO FUNDRAISING COMMITTEE TREASURER FOR POPSICLE TUESDAY SUPPLIES	PROVIDENCIA ELEMENTARY	010	$165.44
20001661	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTION	JOHN BURROUGHS HIGH SCHOOL	010	$417.56
20001662	SPICERS PAPER CO	WAREHOUSE STOCK; PAPER	WAREHOUSE	010	$24,606.48
20001663	REALLY GOOD STUFF LLC	CLASSROOM SUPPLIES	ROOSEVELT ELEMENTARY	010	$80.99
20001664	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$212.21
20001665	DIDONATO, CASEY	REIMBURSEMENT TO CAMPUS SUPERVISOR ASSISTANT FOR GARDEN SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$52.48
20001666	DIDONATO, CASEY	REIMBURSEMENT TO CAMPUS SUPERVISOR ASSISTANT FOR GARDEN SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$99.39
20001667	GUTIERREZ, DUGALDO	REIMBURSEMENT TO TEACHER FOR BOOKS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$122.50
20001668	ARCE, ALEJANDRA	REIMBURSEMENT TO TEACHER FOR BOOKS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$114.66
20001669	ANGUINO, ANNAMARIE	REIMBURSEMENT TO INSTRUCTIONAL ASSISTANT FOR CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$52.71
20001670	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; TABLETS; UNRESTRICTED MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$789.20
20001671	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$413.57
20001672	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$101.52
20001673	JOHN GILMORE MUSIC	CONSULTANT AGREEMENT; CHOIR INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/5/19	EMERSON ELEMENTARY	010	$2,500.00

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20001674	PROFESSIONAL TUTORS OF AMERICA, INC	CONSULTANT AGREEMENT; COMPREHENSIVE SUPPORT AND SERVICES; SPECIAL EDUCATION; BOARD APPROVED 6/20/19	SPECIAL EDUCATION	010	$5,250.00
20001675	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; SPECIAL EDUCATION EARLY INTERVENTION PRESCHOOL GRANT	SPECIAL EDUCATION	010	$7,222.13
20001676	BOOKS EN MORE	C/O 1: CHANGE SPECIFICATIONS; BOOKS	INSTRUCTIONAL SERVICES	010	$451.05
20001677	WOODWIND & THE BRASSWIND	MUSICAL INSTRUMENT SUPPLIES; FILM LA FUNDS	DISNEY ELEMENTARY	010	$70.56
20001678	AMAZON CAPITAL SERVICES	BOOKS	INSTRUCTIONAL SERVICES	010	$144.78
20001679	DICK BLICK CO	ART SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,071.94
20001680	DEMCO INC	LIBRARY SUPPLIES	EMERSON ELEMENTARY	010	$113.84
20001681	FIELDTURF USA INC	2019-20 BLANKET ORDER; TURF MAINTENANCE @ BHS & JBHS; CITY OF BURBANK ATHLETIC FIELD FUNDS	FACILITIES SERVICES	010	$4,500.00
20001682	LOWE'S HOME IMPROVEMENT	CLASSROOM SUPPLIES; AROUND THE BELL PROGRAM; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$43.92
20001683	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$375.31
20001684	CAROLINA BIOLOGICAL SUPPLY CO	INSTRUCTIONAL EQUIPMENT AND SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$354.77
20001685	UME FEDERAL CREDIT UNION	TECHNOLOGY SUPPLIES	MILLER ELEMENTARY	010	$97.33
20001686	SOLARWINDS	REMOTE SUPPORT SOFTWARE LICENSE; GENERAL UNRESTRICTED AND CHILD NUTRITION SCHOOL PROGRAM FUNDS; BOARD APPROVED 6/20/19	TECHNOLOGY SERVICES	010	$957.29
20001686	SOLARWINDS	REMOTE SUPPORT SOFTWARE LICENSE; GENERAL UNRESTRICTED AND CHILD NUTRITION SCHOOL PROGRAM FUNDS; BOARD APPROVED 6/20/19	TECHNOLOGY SERVICES	130	$251.35
20001687	FOUR WINDS	STUDENT TRANSPORTATION; LA ZOO; GIFT FUNDS	DISNEY ELEMENTARY	010	$930.00
20001688	FOUR WINDS	STUDENT TRANSPORTATION; ROUNDHOUSE AQUARIUM; GIFT FUNDS	DISNEY ELEMENTARY	010	$990.00
20001689	FOUR WINDS	STUDENT TRANSPORTATION; NATURAL HISTORY MUSEUM; GIFT FUNDS	DISNEY ELEMENTARY	010	$990.00
20001690	FOUR WINDS	STUDENT TRANSPORTATION; GLENDALE COMMUNITY COLLEGE; GIFT FUNDS	DISNEY ELEMENTARY	010	$1,020.00
20001691	FOUR WINDS	STUDENT TRANSPORTATION; AUTRY MUSEUM; GIFT FUNDS	DISNEY ELEMENTARY	010	$870.00
20001692	STAR FORD	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$€

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20001696	AIRDRAULICS	NON-INSTRUCTIONAL EQUIPMENT REPAIR BY VENDOR	FACILITIES SERVICES	010	$250.00
20001697	SMART & FINAL STORES CORP	2019-20 BLANKET ORDER; SCHOOL EVENT SUPPLIES; GIFT FUNDS	PROVIDENCIA ELEMENTARY	010	$2,000.00
20001698	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$132.30
20001699	HIGH TRAILS INC.	STUDENT ADMISSION; OSS; GIFT FUNDS; BOARD APPROVED 9/5/19	MC KINLEY ELEMENTARY	010	$14,839.00
20001700	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$20.94
20001701	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; K-12 STRONG WORK FORCE GRANT	BURBANK HIGH SCHOOL	010	$422.37
20001702	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES	STEVENSON ELEMENTARY	010	$205.83
20001703	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	ROOSEVELT ELEMENTARY	010	$106.95
20001704	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM SUPPLIES	ROOSEVELT ELEMENTARY	010	$638.99
20001705	LAGUNA CLAY CO	ART SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$408.62
20001706	EASTBAY INC	PHYSICAL EDUCATION EQUIPMENT; FILM LA FUNDS	BURBANK HIGH SCHOOL	010	$7,218.10
20001707	SOUTHWEST MARKET PRODUCTS LLC	LUNCH TABLES; FILM LA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$7,923.49
20001708	KR NIDA CORPORATION	COMMUNICATION EQUIPMENT; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	010	$332.57
20001708	KR NIDA CORPORATION	COMMUNICATION EQUIPMENT; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$665.20
20001709	KR NIDA CORPORATION	COMMUNICATION EQUIPMENT & REPAIRS	BURBANK HIGH SCHOOL	010	$1,390.07
20001710	EAGLE TOOLS	INSTRUCTIONAL EQUIPMENT; K-12 STRONG WORK FORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$2,751.25
20001711	ROCKLER WOODWORKING AND HARDWARE	INSTRUCTIONAL EQUIPMENT; K-12 STRONG WORK FORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$704.54
20001712	HYDRAULIC INDUSTRIAL PLUMBING SUPPLY	EQUIPMENT REPAIR SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$4,172.96
20001713	FIRST STUDENT, INC	2019-20 BLANKET ORDER PER RFP 1617-076; STUDENT TRANSPORTATION; SPECIAL EDUCATION; BOARD APPROVED 7/20/17	SPECIAL EDUCATION	010	$1,000,000.00
20001714	SHARP BUSINESS SYSTEMS	2019-20 BLANKET ORDER; DISTRICT-WIDE COPIER MANAGED PRINT SERVICES; BOARD APPROVED 8/1/19	FISCAL SERVICES	010	$606,375.00
20001715	CANNONDESIGN	CARRYOVER PO 19003165; ARCHITECTURAL SERVICES FOR MODULAR CLASSROOMS AND MODERNIZATION @ DISNEY ES; BOND FUNDS; BOARD APPROVED 2/21/19	FACILITIES SERVICES	213	$163,500.88
20001716	SCHOOL SPECIALTY, INC	PLAYGROUND SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$76.01
20001717	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT AND SUPPLIES	JORDAN MIDDLE SCHOOL	010	$4

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20001718	AMAZON CAPITAL SERVICES	ART SUPPLIES	JORDAN MIDDLE SCHOOL	010	$669.46
20001719	PACIFIC COACHWAYS CHARTER SERVICES INC	STUDENT TRANSPORTATION; OSS; GIFT FUNDS	DISNEY ELEMENTARY	010	$2,045.00
20001720	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$30.83
20001721	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$184.67
20001722	COMPLETE BUSINESS SYSTEMS	WAREHOUSE STOCK; DUPLO INK AND MASTERS	WAREHOUSE	010	$2,410.62
20001723	MARTIN, SUSAN	CONSULTANT AGREEMENT; STUDENT ASSESSMENTS; SPECIAL EDUCATION; BOARD APPROVED 10/3/19	SPECIAL EDUCATION	010	$1,875.00
20001724	LEADER SERVICES	MEDI-CAL MONTHLY BILLING; SPECIAL EDUCATION & HEALTH SERVICES; MEDI-CAL FUNDS; BOARD APPROVED 5/17/18	SPECIAL EDUCATION	010	$30,000.00
20001725	WEST SHIELD ADOLESCENT SERVICES	CONSULTANT AGREEMENT; STUDENT TRANSPORTATION SERVICES; SPECIAL EDUCATION; BOARD APPROVED 6/20/19	SPECIAL EDUCATION	010	$15,000.00
20001726	MILLER, GREG	REIMBURSEMENT TO PRINCIPAL FOR FOLDING TABLES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$388.65
20001727	WEAVER, APRIL EVANS	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR MEETING SUPPLIES	MONTEREY HIGH SCHOOL	010	$32.81
20001728	MILLER, GREG	REIMBURSEMENT TO PRINCIPAL FOR MEETING SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$611.16
20001729	BOON SUPPLY	FUNDRAISING SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$781.56
20001730	GOPHER SPORT	PLAYGROUND EQUIPMENT	STEVENSON ELEMENTARY	010	$267.23
20001731	GOPHER SPORT	PLAYGROUND EQUIPMENT	ROOSEVELT ELEMENTARY	010	$335.49
20001732	REACH OUT CONSULTING LLC	CONSULTANT AGREEMENT; PROFESSIONAL DEVELOPMENT; BOARD APPROVED 11/7/19	BURBANK HIGH SCHOOL	010	$200.00
20001733	UME FEDERAL CREDIT UNION	HEALTH OFFICE SUPPLIES	ROOSEVELT ELEMENTARY	010	$57.25
20001734	LOYA, WILLIAM	CONSULTANT AGREEMENT; VISUAL ARTS INSTRUCTION; GIFT FUNDS; BOARD APPROVED 10/3/19	MC KINLEY ELEMENTARY	010	$7,896.00
20001735	TEXTBOOK WAREHOUSE INC	BOOKS; ACCOUNTS RECEIVABLE	MUIR MIDDLE SCHOOL	010	$1,144.40
20001736	DODD, SHARIE	REIMBURSEMENT TO TEACHER FOR MATH SUPPLIES	ROOSEVELT ELEMENTARY	010	$173.60
20001737	PALI INSTITUTE	STUDENT ADMISSION; OUTDOOR SCIENCE CAMP; GIFT FUNDS; BOARD APPROVED 9/5/19	ROOSEVELT ELEMENTARY	010	$17,718.75
20001738	TEXTBOOK WAREHOUSE INC	BOOKS; LOTTERY FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$880.90
20001739	D'ANDREA, CHRISTINA	REIMBURSEMENT TO TEACHER FOR SNACKS AND SUPPLIES; GIFT FUNDS	JORDAN MIDDLE SCHOOL	010	$160.41
20001740	UME FEDERAL CREDIT UNION	CUSTOM RUBBER STAMP; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$301

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PO Number	Vendor	Description	Site	Fund	Total Amount
20001741	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$198.88
20001742	REALLY GOOD STUFF LLC	CLASSROOM AND LIBRARY SUPPLIES	EMERSON ELEMENTARY	010	$54.81
20001743	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	EMERSON ELEMENTARY	010	$94.37
20001744	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$184.76
20001745	KING, JONATHAN	CONSULTANT AGREEMENT; ADVANCED TECHNICAL SUPPORT FOR TECH CREW; ACCOUNTS RECEIVABLE; BOARD APPROVED 9/5/19	JORDAN MIDDLE SCHOOL	010	$2,000.00
20001746	SCHOOL SPECIALTY, INC	PLAYGROUND SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$35.27
20001747	AMAZON CAPITAL SERVICES	ART SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$614.11
20001748	BERTRAND'S MUSIC	MUSICAL INSTRUMENT SUPPLIES; ARTS FOR ALL FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,014.29
20001749	MUSIC TIME, INC.	INSTRUCTIONAL MATERIALS; ARTS FOR ALL FUNDS	JORDAN MIDDLE SCHOOL	010	$439.27
20001750	FAMILY SERVICE AGENCY OF BURBANK	CONSULTANT AGREEMENT; MENTAL HEALTH SERVICES; SPECIAL EDUCATION; BOARD APPROVED 10/3/19	SPECIAL EDUCATION	010	$330,000.00
20001751	FONG, CHINTANA	2019-20 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$1,306.96
20001752	HACOPIAN, ZARIK	2019-20 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$5,662.24
20001753	SHIRTCLIFF, GARY	2019-20 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$4,270.00
20001754	DERRY, CAROL	2019-20 BLANKET; RETIREE MEDICAL REIMBURSEMENT	DISTRICT OFFICE	670	$4,148.00
20001755	UME FEDERAL CREDIT UNION	FURNITURE; MAA FUNDS	WASHINGTON ELEMENTARY	010	$71.26
20001756	AMAZON CAPITAL SERVICES	FURNITURE; MAA FUNDS	WASHINGTON ELEMENTARY	010	$264.58
20001761	FOUR WINDS	STUDENT TRANSPORTATION; NOBEL CHARTER MIDDLE SCHOOL; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	$540.00
20001762	FOUR WINDS	STUDENT TRANSPORTATION; DOROTHY CHANDLER PAVILION; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	$1,050.00
20001764	AMAZON CAPITAL SERVICES	OFFICE AND PLAYGROUND SUPPLIES	EMERSON ELEMENTARY	010	$80.03
20001765	AMAZON CAPITAL SERVICES	AUDIO EQUIPMENT	STEVENSON ELEMENTARY	010	$121.01
20001766	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	COMMUNITY DAY SCHOOL	010	$16.48
20001767	AMAZON CAPITAL SERVICES	OFFICE SUPPLY	Student Services	010	$60.34
20001768	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$143.02
20001769	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$3

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PO Number	Vendor	Description	Site	Fund	Total Amount
20001770	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JEFFERSON ELEMENTARY	010	$48.49
20001771	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	BRET HARTE ELEMENTARY	010	$169.69
20001772	AMAZON CAPITAL SERVICES	PHOTOGRAPHY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$2,111.72
20001773	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; TITLE III FUNDS	JEFFERSON ELEMENTARY	010	$315.23
20001774	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; AROUND THE BELL PROGRAM; CHILD DEVELOPMENT FUNDS	WASHINGTON CHILDREN´S CENTER	120	$444.88
20001775	PALOS SPORTS	PLAYGROUND SUPPLIES	STEVENSON ELEMENTARY	010	$62.95
20001776	GOPHER SPORT	SOFTWARE SUBSCRIPTION AND INSTRUCTIONAL MATERIALS; PHYSICAL EDUCATION; LOTTERY FUNDS	EMERSON ELEMENTARY	010	$329.65
20001777	BRAILLE SIGNS, INC	SIGNS; BOND FUNDS	FACILITIES SERVICES	213	$251.37
20001778	PITSCO EDUCATION	INSTRUCTIONAL SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$173.04
20001779	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; MAA FUNDS	JORDAN MIDDLE SCHOOL	010	$4,330.21
20001780	HP INC	LAPTOP CHARGING CART; MAA FUNDS	JORDAN MIDDLE SCHOOL	010	$1,141.19
20001781	FAMILY SERVICE AGENCY OF BURBANK	CONSULTANT AGREEMENT; SCHOOL BASED COUNSELING SERVICES; LCFF SUPPLEMENTAL FUNDS; BOARD APPROVED 6/20/19	INSTRUCTIONAL SERVICES	010	$30,000.00
20001782	IDESIGN SOLUTIONS	INSTRUCTIONAL SUPPLIES; CTE INCENTIVE GRANT	MUIR MIDDLE SCHOOL	010	$219.73
20001783	TRANSIT SYSTEMS UNLIMITED, INC	STUDENT TRANSPORTATION; RSM ACCOUTING FIRM; K-12 STRONG WORK FORCE GRANT	BURBANK HIGH SCHOOL	010	$572.50
20001784	CURRICULUM ASSOCIATES INC	BOOKS	ROOSEVELT ELEMENTARY	010	$319.81
20001785	MASSADI ENTERPRISES	CARRYOVER PO 19000864; DSA INSPECTION SERVICES FOR MODULAR BUILDINGS @ ADULT SCHOOL; ADULT EDUCATION BLOCK GRANT	FACILITIES SERVICES	110	$1,360.00
20001786	AMAZON CAPITAL SERVICES	BOOKS	JOHN BURROUGHS HIGH SCHOOL	010	$81.14
20001787	AMAZON CAPITAL SERVICES	BOOKS	BRET HARTE ELEMENTARY	010	$116.94
20001788	LONGTAIN, ROSANNE	REIMBURSEMENT TO TEACHER FOR SCIENCE CLASS MATERIALS AND SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$25.46
20001789	WOODARD, NEELA	REIMBURSEMENT TO FAMILIES FOR STEVENSON PRESIDENT FOR SUPPLIES FOR FAMILY GIVING CAMPAIGN; GIFT FUNDS	STEVENSON ELEMENTARY	010	$114.70
20001790	PEARSON ASSESSMENT	TESTING SUPPLIES; SPECIAL EDUCATION	SPECIAL EDUCATION	010	$446.47

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PO Number	Vendor	Description	Site	Fund	Total Amount
20001791	PEARSON ASSESSMENT	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	$358.05
20001792	LEAVITT-GILMORE, DEBRA	REIMBURSEMENT TO OFFICE MANAGER FOR OFFICE SUPPLIES	JORDAN MIDDLE SCHOOL	010	$131.17
20001793	FAMILY SERVICE AGENCY OF BURBANK	CONSULTANT AGREEMENT; COUNSELING AND ADMINISTRATIVE SERVICES AT JBHS/BHS CARE CENTERS; TITLE IV FUNDS; BOARD APPROVED 6/20/19	INSTRUCTIONAL SERVICES	010	$100,000.00
20001794	HODGES BADGE CO INC	CUSTOM RIBBONS	PROVIDENCIA ELEMENTARY	010	$155.12
20001795	AQUARIUM OF THE PACIFIC	FIELD TRIP ADMISSION; 2ND GRADE; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$1,330.00
20001796	BOX CARS AND ONE-EYED JACKS, INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$556.07
20001797	BOX CARS AND ONE-EYED JACKS, INC	CONSULTANT AGREEMENT; PROFESSIONAL DEVELOPMENT & FAMILY MATH NIGHT; TITLE I FUNDS; BOARD APPROVED 10/3/19	MC KINLEY ELEMENTARY	010	$6,500.00
20001798	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; IMPROV THEATER CLASS; ASES FUNDS; BOARD APPROVED 10/3/19	DISNEY ELEMENTARY	010	$1,400.00
20001799	C.A.S.H. (CA COALITION FOR ADEQUATE SCHOOL HOUSING	2019-20 MEMBERSHIP DUES; BOARD APPROVED 6/6/19	FACILITIES PLANNING SERVICES	010	$952.00
20001800	UME FEDERAL CREDIT UNION	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MILLER ELEMENTARY	010	$176.77
20001801	BOON SUPPLY	FUNDRAISING SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$2,485.45
20001802	FUN EXPRESS LLC	STUDENT AWARDS; GIFT FUNDS	DISNEY ELEMENTARY	010	$103.55
20001803	KAGAN PUBLISHING	WORKSHOP SUPPLIES; ONE TIME FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,076.71
20001804	TEXTBOOK WAREHOUSE INC	BOOKS	STEVENSON ELEMENTARY	010	$203.74
20001805	CRITERION PICTURES USA	FUNDRAISING SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$175.00
20001806	MELARAGNO, M.D., ALBERT J.	CONSULTANT AGREEMENT; OT SERVICES; SPECIAL EDUCATION; BOARD APPROVED 6/20/19	SPECIAL EDUCATION	010	$525.00
20001807	BRAINPOP	SITE SOFTWARE SUBSCRIPTION; TITLE III FUNDS	JEFFERSON ELEMENTARY	010	$795.00
20001808	BERTRAND'S MUSIC	MUSICAL INSTRUMENT SUPPLIES; ARTS FOR ALL FUNDS	MUIR MIDDLE SCHOOL	010	$1,544.62
20001809	SOUTHWEST SCHOOL & OFFICE SUPPLY	FLAGS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,144.39
20001810	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOP; CTE INCENTIVE GRANT	MUIR MIDDLE SCHOOL	010	$1,521.50
20001811	FOUR WINDS	STUDENT TRANSPORTATION; AQUARIUM OF THE PACIFIC; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$1,755.00
20001812	SOUTHWINDS TRANSPORTATION	STUDENT TRANSPORTATION; PIERCE COLLEGE; CTE FUNDS	INSTRUCTIONAL SERVICES	010	$4 304

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PO Number	Vendor	Description	Site	Fund	Total Amount
20001813	UME FEDERAL CREDIT UNION	HEALTH SUPPLIES	JEFFERSON ELEMENTARY	010	$74.59
20001814	FISHER SCIENCE EDUCATION	INSTRUCTIONAL EQUIPMENT	JOHN BURROUGHS HIGH SCHOOL	010	$258.67
20001815	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$92.59
20001816	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$78.32
20001817	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	EMERSON ELEMENTARY	010	$366.83
20001818	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES	JORDAN MIDDLE SCHOOL	010	$14.32
20001819	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JORDAN MIDDLE SCHOOL	010	$18.16
20001820	PERFECTION LEARNING	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION	JOHN BURROUGHS HIGH SCHOOL	010	$41.26
20001821	UME FEDERAL CREDIT UNION	CLASSROOM FURNITURE; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$290.44
20001822	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	MUIR MIDDLE SCHOOL	010	$195.65
20001823	D'ANDREA, CHRISTINA	REIMBURSEMENT TO TEACHER FOR CULINARY ART SUPPLIES; GIFT FUNDS	JORDAN MIDDLE SCHOOL	010	$20.76
20001824	TEXTHELP INC	ANNUAL SOFTWARE LICENSE; LANGUAGE ARTS; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/20/19	SPECIAL EDUCATION	010	$145.00
20001825	SUREWAY TRANSPORTATION	STUDENT TRANSPORTATION; GLENDALE HIGH SCHOOL	JOHN BURROUGHS HIGH SCHOOL	010	$1,250.00
20001826	DICK BLICK CO	ART SUPPLIES	MUIR MIDDLE SCHOOL	010	$1,189.96
20001827	KUTA SOFTWARE LLC	SOFTWARE LICENSE RENEWAL; MATHEMATICS; BOARD APPROVED 6/20/19	LUTHER BURBANK MIDDLE SCHOOL	010	$598.66
20001828	TRANSIT SYSTEMS UNLIMITED, INC	STUDENT TRANSPORTATION; MOCA GEFFEN	JOHN BURROUGHS HIGH SCHOOL	010	$712.50
20001829	LAGUNA CLAY CO	ART SUPPLIES	BURBANK HIGH SCHOOL	010	$439.90
20001830	UME FEDERAL CREDIT UNION	HEALTH SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$44.57
20001831	UME FEDERAL CREDIT UNION	CLEANING SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$108.03
20001832	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT	JEFFERSON ELEMENTARY	010	$265.71
20001833	UME FEDERAL CREDIT UNION	ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$63.66
20001834	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; IMPROV LESSONS; ASES FUNDS; BOARD APPROVED 10/3/19	PROVIDENCIA ELEMENTARY	010	$1,400.00
20001835	DEMCO INC	OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$22.85

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PO Number	Vendor	Description	Site	Fund	Total Amount
20001836	LEONIS ADOBE MUSEUM	FIELD TRIP ADMISSION; 4TH GRADE; GIFT FUNDS	EDISON ELEMENTARY	010	$864.00
20001837	B & H PHOTO-VIDEO	AUDIO EQUIPMENT; K-12 STRONG WORK FORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$1,074.94
20001838	FUN EXPRESS LLC	STUDENT AWARDS	ROOSEVELT ELEMENTARY	010	$199.21
20001839	CDW-G - COMPUTER DISCOUNT WHSE	TECHNOLOGY SUPPLY	LUTHER BURBANK MIDDLE SCHOOL	010	$49.61
20001840	LINKEDIN CORPORATION	SOFTWARE SUBSCRIPTION; ADULT EDUCATION BLOCK GRANT; BOARD APPROVED 6/20/19	BURBANK ADULT SCHOOL	110	$7,500.00
20001841	CDW-G - COMPUTER DISCOUNT WHSE	TECHNOLOGY SUPPLIES	EMERSON ELEMENTARY	010	$81.96
20001842	DICK BLICK CO	ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$280.38
20001843	REED, SARAH	REIMBURSEMENT TO TEACHER FOR SCIENCE SUPPLIES	JORDAN MIDDLE SCHOOL	010	$244.90
20001844	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; DRUM CIRCLE CLASSES; ASES FUNDS; BOARD APPROVED 10/3/19	PROVIDENCIA ELEMENTARY	010	$2,100.00
20001845	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; MAGIC LESSONS; ASES FUNDS; BOARD APPROVED 10/3/19	DISNEY ELEMENTARY	010	$1,700.00
20001846	COMPLETE BUSINESS SYSTEMS	EQUIPMENT REPAIR AND SUPPLIES; DUPLICATOR	FACILITIES SERVICES	010	$412.28
20001847	AMTECH ELEVATOR SERVICES	PROFESSIONAL SERVICES AGREEMENT; DISTRICT-WIDE ELEVATOR INSPECTION AND MAINTENANCE; ON-GOING AND MAJOR MAINTENANCE FUNDS; BOARD APPROVED 8/15/19	FACILITIES SERVICES	010	$53,880.00
20001848	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; MAGIC LESSONS; ASES FUNDS; BOARD APPROVED 10/3/19	LUTHER BURBANK MIDDLE SCHOOL	010	$1,700.00
20001849	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; MAGIC INSTRUCTION; ASES FUNDS; BOARD APPROVED 11/7/19	PROVIDENCIA ELEMENTARY	010	$1,700.00
20001850	BOOKS EN MORE	BOOKS; TITLE III FUNDS	DISNEY ELEMENTARY	010	$156.69
20001851	SOUTHWEST SCHOOL & OFFICE SUPPLY	OFFICE SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BRET HARTE ELEMENTARY	010	$49.48
20001852	CDW-G - COMPUTER DISCOUNT WHSE	TECHNOLOGY SUPPLY	MONTEREY HIGH SCHOOL	010	$80.25
20001853	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$25.35
20001854	REFRIGERATION HARDWARE SUPPLY CORP	FOOD SERVICES EQUIPMENT REPAIR MATERIAL; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$86.97
20001855	BALLS AND WHISTLES	CONSULTANT AGREEMENT; SPORTS INSTRUCTION; ASES FUNDS; BOARD APPROVED 10/3/19	WASHINGTON ELEMENTARY	010	$2,100.00
20001856	NORTHSTAR AV	AUDIO VISUAL SUPPLIES	MUIR MIDDLE SCHOOL	010	$171.99

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PO Number	Vendor	Description	Site	Fund	Total Amount
20001857	CROWN UNIFORMS	SPIRIT WEAR; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$775.00
20001858	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	$485.10
20001859	ENCORP	PROFESSIONAL SERVICES AGREEMENT; AHERA 3-YEAR RE-INSPECTION FOR VARIOUS SITES; DEFERRED MAINTENANCE FUNDS	FACILITIES SERVICES	140	$8,500.00
20001860	IMAGINATION MACHINE INC.	CONSULTANT AGREEMENT; CREATIVE WRITING ASSEMBLIES; GIFT FUNDS; BOARD APPROVED 10/3/19	ROOSEVELT ELEMENTARY	010	$1,715.00
20001861	AMAZON CAPITAL SERVICES	TABLECLOTHS; GIFT FUNDS	MONTEREY HIGH SCHOOL	010	$46.05
20001862	B & H PHOTO-VIDEO	AUDIO EQUIPMENT AND SUPPLIES; K-12 STRONG WORK FORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$11,203.62
20001863	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	PROVIDENCIA ELEMENTARY	010	$43.99
20001864	EVERYTHING MEDICAL, LLC	HEALTH SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$38.12
20001865	AMAZON CAPITAL SERVICES	AUDIO EQUIPMENT; K-12 STRONG WORK FORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$727.54
20001866	SIMPLY BETTER PHOTO BOOTH	CONSULTANT AGREEMENT; PHOTO BOOTH; GIFT FUNDS; BOARD APPROVED 10/17/19	STEVENSON ELEMENTARY	010	$200.00
20001867	UNIVERSAL ASPHALT CO	ASPHALT REPAIR @ DISNEY ES; DEFERRED MAINTENANCE FUNDS	FACILITIES SERVICES	140	$6,500.00
20001868	SCORPIO ENTERPRISES	REPAIR HVAC IN AUDITORIUM @ WASHINGTON ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$3,375.42
20001869	MASTERS, LAUREN	REIMBURSEMENT TO TEACHER FOR ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$21.92
20001870	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL MATERIALS	BRET HARTE ELEMENTARY	010	$196.33
20001871	AMAZON CAPITAL SERVICES	PLAYGROUND EQUIPMENT	LUTHER BURBANK MIDDLE SCHOOL	010	$739.40
20001872	SCHOOL SPECIALTY, INC	ART SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$52.59
20001873	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	JOHN BURROUGHS HIGH SCHOOL	010	$369.02
20001874	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	EDISON ELEMENTARY	010	$132.08
20001875	KEYGUARD ASSISTIVE TECHNOLOGY	SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$8.47
20001876	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR TRAVEL EXPENSES; SPECIAL EDUCATION; BOARD APPROVED 6/21/18	SPECIAL EDUCATION	010	$1,411.89
20001877	ROG, CHRISTINE	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$200.00
20001878	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$110.64
20001879	AMAZON CAPITAL SERVICES	PLAYGROUND EQUIPMENT; SPECIAL EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$3

BURBANK UNIFIED SCHOOL DISTRICT

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PO Number	Vendor	Description	Site	Fund	Total Amount
20001880	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM FURNITURE; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$508.01
20001881	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$290.85
20001882	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$111.66
20001883	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY; TITLE I FUNDS	EMERSON ELEMENTARY	010	$31.97
20001884	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; TITLE III FUNDS	BRET HARTE ELEMENTARY	010	$459.14
20001885	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$573.85
20001886	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; MAA FUNDS	MILLER ELEMENTARY	010	$2,421.83
20001887	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	MUIR MIDDLE SCHOOL	010	$223.92
20001888	ALSCO	DUST MOP SERVICES; UNRESTRICTED MAINTENANCE FUNDS	FACILITIES SERVICES	010	$573.09
20001890	AMAZON CAPITAL SERVICES	INSTRUCTIONAL EQUIPMENT	JOHN BURROUGHS HIGH SCHOOL	010	$695.12
20001891	CLEVER PROTOTYPES LLC	SOFTWARE LICENSES; BOARD APPROVED 6/20/19	JORDAN MIDDLE SCHOOL	010	$199.98

PO Count: **290** **Total:** **$2,776,219.95**

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BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	268	$2,512,555.87
110	Adult Education Fund	4	$9,900.51
120	Child Development Fund	8	$1,304.21
130	Cafeteria Fund	2	$338.32
140	Deferred Maintenance Fund	2	$15,000.00
213	Building Fund - 3rd Issuance	4	$217,872.72
670	Self Insurance Fund	5	$19,248.32
		Total:	**$2,776,219.95**

11/21/2019

To the Superintendent of Schools:

Request for the authorization of the following warrants is presented for your approval subject to the action of the Board of Education.

Warrants	Payroll		Warrants	Commercial	
6369895	6369922		25547394	25547452	
6370813	6370845		483027	483028	
6371426	6371518		25549949	25549957	
6372243	6372255		483150	483151	
6372818	6372829		25552188	25552218	
6373632	6373651		25554128	25554167	
6374060	6374077		484036	484037	
6376713	6376721		25558039	25558077	
6374399	6374562		25559860	25559874	
6377848	6377851		25562238	25562279	
6380615	6380616		484705	484706	
6380724	6380746		25564064	25564088	
6383681	6383693		484902	484902	
6384082	6384131		25566634	25566644	
6386530	6386537		25569088	25569092	
3178321	3178976		25570658	25570693	
3195799	3195806		25573282	25573351	
3206948	3207653		25575392	25575442	
3231320	3231418		486707	486707	
			25564073	25577310	
			25579208	25579209	
			25581149	25581198	
			487587	487703	

10/10/19 - 11/1/19 $ 7,642,269.09 10/9/19 -10/31/19 $ 2,406,858.87

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:	November 21, 2019
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
RATIFICATION AND APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: November 21, 2019

Site	Name	Purpose	Dates	Cost	Appropriation Number and Program Name
Providencia Elementary School	Wildlife Learning Center	The "Animals From Around the World" assembly will allow students to learn more about animal adaptations and how various animals use their special characteristics to survive. Students will compare and contrast animals to see the adaptations they have for their vastly different environments.	11/26/19	$880.00	01.0-90201.0-11100-10000-5810-2138200
Instructional Services	Elizabeth Mackey	Ms. Mackey will provide professional development to teachers in grades TK-12 on using visual art strategies to support Common Core in writing and other content areas.	11/22/19 – 4/24/20	$7,400.00	01.0-00000.0-11100-10000-5850-7420025
John Muir Middle School	John Brown	Mr. Brown is creating a bronze bust of John Muir that is one-and-a-half to two times larger than life. The bust will sit atop a travertine base and be located in the center of our auditorium courtyard.	Dec. 2019 – May, 2020	$30,000.00	01.0-90703.0-00000-85000-5850-3228000
John Muir Middle School	John Brown	Mr. Brown will be teaching complimentary classes with our Ceramics students.	Dec. 2019 – May, 2020	Complimentary	N/A

Wildlife Learning Center

CONFIRMATION & AGREEMENT

~ PLEASE READ OVER THIS CONTRACT CAREFULLY BEFORE SIGNING ~

This event is NOT CONFIRMED until we receive the signed confirmation agreement.

DATE: Tuesday November 26, 2019
TIME: 8:35am-11:30am (2 Presentations)
LOCATION: Providencia Elementary
1919 N. Ontario St.
Burbank, CA 91505

CONTACT PERSON: Erika Godwin
CONFIRMATION NUMBER: 091919-db-112619
RESERVATION: Animals From Around The World!
TOTAL COST: $880 DEPOSIT PAID: waived :-)
BALANCE DUE: $880

ARRIVAL/SETUP:

1. Our presenters will arrive 15 minutes prior to your event for set-up. To ensure a prompt start time please reserve the closest space possible for our van to unload. Let us know in advance if there will be any stairs, elevators, or long distances from our van to the party space. For the safety of our animals, staff, and meeting time constraints, a fee of $50 will be automatically charged per flight of 20 or more stairs or for unloads greater than 100ft away.
2. For the safety of our animals allow us a 10x10ft shaded area for set up. Failure to comply may result in delay or cancellation of event.
3. For safety reasons (and to keep all the animals a surprise) please help in keeping your attendants away from the animals while we set up and prepare for the presentation.

PAYMENT ARRANGEMENTS: We accept cash, check or charge (MC/AMEX/VISA). The Wildlife Learning Center requires a $150 deposit to hold your scheduled date. Cancellations must be made directly with a representative of The Wildlife Learning Center by phone and may not be made by leaving a message with our answering machine. The deposit is fully refundable up to two weeks before your event. If your event is booked within the two-week refund period, the deposit is non-refundable, but in the event of a cancellation, the deposit may be used towards a rescheduled date. Although we recommend having a rain plan, if the show is cancelled due to rain, every effort will be made to reschedule for another date. If we are not notified that you wish to cancel/reschedule your show, the entire amount of the show will be charged to your credit card.

LOCATION: If your event is to take place at a park or other public place, it is your responsibility to check with officials regarding regulations for exotic animals. Without prior arrangement with public officials, your event may not be allowed. If we arrive for an event that is cancelled the day of, you will still be responsible for full payment.

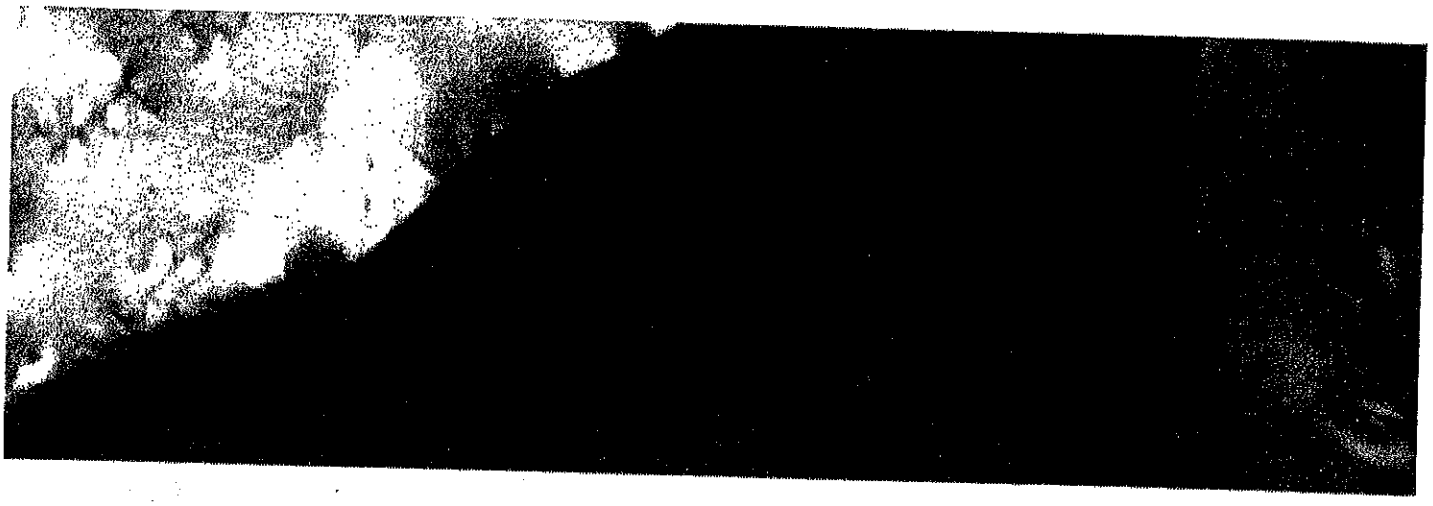
SAFETY: We will strive to make your wild animal presentation as fun and memorable as possible. However, safety is our first priority, and we kindly ask that all attendants follow the directions given by the presenters at the show. We also ask that adult supervision of the children be provided.

FEEDBACK: The Cofounders are happy to hear from you! Comments and suggestions are always welcome. Additionally, gratuity is certainly appreciated by the presenters! ANIMAL "GUESTS": On rare occasions a particular animal may not be available the day of the event due to illness. Every attempt will be made to bring your requested animals, but please understand that we cannot jeopardize the health of the animals.

Your signature below means you have read and understand all of the policies and stipulations outlined above.
PLEASE RETURN THIS FORM TO THE ADDRESS OR FAX BELOW - THANK YOU!

Signature - BUSD	Print Name	Date
Signature - Wild Life Learning	Print Name	Date

Office: 818.362.8711 • Fax: 818.362.8001 • 15981 Yarnell Street, Suite 251 • Sylmar, CA 91342 • info@wildlifelearningcenter.com



Brief History

• 1993: Cofounders Paul Hahn and David Riherd began rescuing unwanted pets and taking them to local California State Standards for the Life Sciences.

• 1998: Formed S-Corp and won teaching contract with Palos Verdes Peninsula Unified School District

• 1999: Collaborated with LAUSD's Beyond the Bell program where WLC taught lessons at six schools a d cuts occurred in 2009.

• 2003: Formed Nonprofit 501(c)3; began reducing S-Corp activities to transition to a fully nonprofit organi

• 2007: Moved to current Sylmar site

• 2008: Opened to the public and began onsite programs

• 2010: Incorporated Common Core State Standards for Life Science in our presentations

• 2015: To date, WLC has provided over 22,000 educational programs in the Los Angeles area to hundred programs have been for Title I elementary schools, whose students come from low income areas that lac

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 22 of November 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Elizabeth Mackey hereinafter referred to as "Consultant."

Payee's Name: Elizabeth Mackey Daytime Phone Number: [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent of Instructional Services

Board Approval: November 21, 2019

Account Code: LCAP: 010-00000.0-11100-10000-5850-7420025

The assignment **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of **$7,400.00**
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: **November 22, 2019** and terminating on **April 24, 2020**
4. Payment Terms: **$1200 paid on 11/25/19; $1800 paid on 12/12/19; $1800 paid on 1/24/2020; $2600 paid on April**
5. Consultant will provide the following services:

Consultant will provide professional development on using visual art strategies to support Common Core in writing and other content areas grades PK-12 per BUSD LCAP Goal 4; Action 6.

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.

November 6, 2019

Fiscal Services Administrator Date Consultant Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.

Elizabeth Neal Mackey
[redacted]

Curriculum Vitae

Education

MA, Art History and Museum Studies
University of Southern California, Los Angeles, May 2002
Qualifying Paper, "Spiritual Spaces: The Influence of Enclosure on the Devotional Practices within Three Clarissan Houses"

BA, Magna Cum Laude, Art History
University of Southern California, Los Angeles, May 1999
Honors Thesis, "Examining the Hitda Codex: Its Function and Environment"

Teaching Experience

Art History and Art Appreciation Instructor
—College of the Canyons, Santa Clarita, 2016 to present
—Los Angeles Pacific University, 2015 to present
—Los Angeles Community College District, 2002 to present
- Teach art history and art appreciation courses.
- Research and develop course content.
- Support students in developing study, research, and writing skills.

Subject Matter Consultant
Los Angeles Pacific University, 2017 to present
- Develop and revise Art Appreciation course curriculum.

Curricular and Assessment Coordinator
Art Department, College of the Canyons, July 2017-present
- Develop and revise courses for transfer degrees.
- Create assessment strategies to gather data on student learning outcomes, compile data, and facilitate implementation of assessment across Art Department.

Museum Education Experience

Independent Museum Professional
2009 to present
- Develop and execute projects in K-12 teacher professional development for arts integration, research and write curriculum resources, evaluation design, implementation and reporting, public programs development.
- Clients include the Burbank Unified School District, J. Paul Getty Museum, Art Center College of Design, American Indian Cultural Center and Museum, Oklahoma City, OK; Santa Paula Art Museum, Los Angeles County Museum of Art, Children's Museum at La Habra, Burbank Unified School District, Hughes Elizabeth Lakes Union School District
- Approved Provider for Los Angeles County Arts Commission's Community Arts Ed Directory

Program Manager
Classroom-in-Residence, Hammer Museum, Los Angeles, July 2016 to June 2018
- Oversee, guide, and execute content, programmatic benchmarks, and curricular development of the program in collaboration with program staff.
- Develop and implement teacher professional development strategies for integrating works of art into their classroom curriculum.

Arts Integration Consultant
Burbank Unified School District, 2014 to present
- Develop and implement teacher professional development sessions for K-12 teachers that focus on strengthening teachers' skills in incorporating visual arts instruction into their teaching practice.

Orange County Regional Coordinator, California Networks for Collaboration (CNfC)
California Association of Museums, January 2015 to December 2015
CNfC is a project of the California Association of Museums. In 2015, the CNfC offered professional development opportunities to California museum professionals and cultural sector colleagues across California that explored the themes of accessibility, engagement, and audience research.
- Promoted the project throughout the Orange County region, activated regional network of stakeholders, created a collaborative learning community amongst participants, created three study groups and facilitated six month curricula/learning process for study groups, co-created and hosted several webinars with guest speakers and participated in regional project analysis.

Content Specialist
Los Angeles County Museum of Art, Education Department, 2006 to 2009
- Oversaw and executed multiple K-12 professional development programs that presented arts integration strategies and reached 1000 educators per year.
- Determined program objectives, planned program content, developed and maintained relationships with teachers and school-site administrators, budget management, intern and support staff supervision.
- Formulated curriculum materials to complement the content standards for history/social studies, language arts and visual arts; reviewed supplemental program content and lesson plans.
- Headed Education Department evaluation initiative, determined evaluation goals, developed and implemented assessment strategies and tools, and introduced new evaluation approaches to staff.

Education Coordinator
Los Angeles County Museum of Art, Education Department, 2002 to 2006
- Programmed multiple school outreach and teacher professional development programs that reached 500 students and teachers each year.
- Hired, trained and managed instructors and program interns, determined program objectives, evaluated programs, coordinated all program logistics, reviewed program content and lesson plans, developed and managed budget, selected program participants.

Additional Experience

Studio Art Instructor

Out of the Box, June 2015 to June 2016

- Teach basic art-making approaches to K-6 students in after school art program.
- Encourage experimentation with materials and foster confidence in students' artistic and creative abilities.

Graduate Internship: Distance Learning Instructor and Coordinator

Los Angeles County Museum of Art, Education Department, June 2001 to May 2002

▪ Responsible for determining program goals, content, and instruction for distance learning programs including: "A Survey of European Art," "Color, Light, and Modern Life: Impressionist Works at the Los Angeles County Museum of Art," and "Building Blocks of Art"

▪ Additional responsibilities included research projects on topics including South and Southeast Asian art and best practices in determining exhibition label content and design

Assistant to Education and Outreach Coordinator

University of Southern California Fisher Museum of Art, Los Angeles, January 1997 to May 1999

▪ Assisted with coordination of public programming and audience development, provided tours of permanent collection and special exhibitions

Studio Assistant

San Diego Museum of Art, Education Department
June–August 1998

▪ Assisted with preparation and facilitation of children's art camp classes

Exhibitions

Lost and Found: Rediscovering Early Photographic Processes

University of Southern California Fisher Museum of Art, Los Angeles March 6–April 21, 2001

Publications and Curriculum Materials

2009–2010	"Pompeii and the Roman Villa: Art and Culture Around the Bay of Naples"
	"Renoir After Impressionism"
2008–2009	"Artistic Heritage: Exploring Latin American and Chicano Art"
	"Creating Collections, Preserving Culture"
	"What Makes Modern Art Modern?"
2007–2008	"The Arts in Latin America, 1492–1820"
	"Telling a Story: Narratives and Symbols in Art"
	"Dalí and Surrealism"
	"Beyond the Myth of California"
	"Music and Art"
	"The Broad Contemporary Art Museum: Art, Architecture, and Everyday Life"
2006–2007	"History, Identity, and Community in Art"
	"Mirror Image to Masquerade: Photographic Portraits"
	"Material Matters: Glass as Art and Object"
	"Inspired Explorations: Representing the Journey"

"California Classroom: Kids' Reading Room" *Los Angeles Times*, monthly submission September 2003–December 2006

"The Form and Face of the American Child," *Lost and Found: Rediscovering Early Photographic Processes*, exhibition catalogue (Los Angeles, USC Fisher Museum of Art, 2000)

Professional Presentations

California Association of Museums, presenter, Report on Learning from California Networks for Collaboration 2015 program year, February 2016

California Art Education Association, presenter, "Art Speaks: Integrating Art and Language Arts in the Studio," Annual Conference 2009

National Art Education Association, panel speaker, "What Teens Want," Annual Conference 2005

Professional Affiliations

- Museum Educators of Southern California, Membership Cultivation and Assessment Chair, for 2009–2011 board term
- National Art Education Association
- American Association of Museums
- California Association of Museums

References

Pastor Brandon Maddux, Youth Pastor at The Sanctuary Church, Santa Clarita, CA
bmaddux@thesanctuarychurch.com 661-252–7255

Michael McCaffrey, Art Department Chair, College of the Canyons, Santa Clarita, CA
michael.mccaffrey@canyons.edu 661-362-3651

Gordon Jorgenson, Assistant Dean Academics, Los Angeles Pacific University, San Dimas, CA
gjorgenson@lapu.edu 626-268-0305

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 21st of November, 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and John Brown hereinafter referred to as "Consultant."

Payee's Name John Brown Daytime Phone Number _____

Email Address figuresandfocus@gmail.com

Mailing Address [redacted]

Sponsoring Administrator Greg Miller

Board Approval Date November 21, 2019

Account String 01.0-90703.0-00000-85000-5850-322-8000

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 December, 2019 and terminating on May 2020
3. Payment Terms: $10,000 to start, $10,000 on January 1st; and $10,000 on February 15
4. Consultant will provide the following services:

   Design & fabricate clay model; Supervise the mold, bronze casting, travertine base of John Muir sculpture (bust). Free Ceramics classes included.

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

John Brown

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

JOHN BROWN

[redacted]

www.figuresandfocus.com

[redacted]

A celebrated figurative gallery artist with professional studio experience in film and television. Industry leading curriculum development professional sculpture and design.

PROFESSIONAL EXPERIENCE

TEACHING ENGAGEMENTS

1999-present Gnomon School of Visual Effects-Sculpture Instructor
Sculpture department curriculum development and interactive resource development. Sculpture department creator and instructor

2010 Nickelodeon Studios (Nick University)-Sculpture Instructor

SCULPTURE INSTRUCTION TUTORIALS

From Clay to Bronze 2011
Sculpting Expression& Fantasy Characters Part 2 "Lenny & George"2010
Sculpting Expression & Fantasy Characters2009
Sculpting Comic Book Style2008
Sculpting the Femme Fatale2006
Molding & Casting the Maquette 2005
Molding & Casting the Character Head 2005
Sculpting The Detailed Character Head 2005
The Character Maquette 2003
The Character Armature 2003

SELECTED JURIED EXHIBITIONS, GALLERIES & EVENTS

2017 Beverly Hills Art Show-October (1st place in Sculpture Category), Beverly Hills, CA
Beverly Hills Art Show-May, Beverly Hills, CA

2016 Beverly Hills Art Show-October, Beverly Hills, CA
Beverly Hills Art Show-May (Honorable Mention in Sculpture Category), Beverly Hills, CA
"Power Up, We are the Future" Gala, Beverly Hills, CA

2015 Gallery 48, Indianapolis, Indiana (permanent collection still on display at this time)

2014 Beverly Hills Art Show-May, Beverly Hills, CA
Sausalito Art Festival, Sausalito, CA

2013 Sausalito Art Festival (2nd place Sculpture Category), Sausalito, CA

2012 Sculpture in the Park, Loveland, Colorado
Sausalito Art Festival (1st place Sculpture Category), Sausalito, CA

2011 Beverly Hills Art Show-May (3rd place Sculpture Category), Beverly Hills, CA
Sausalito Art Festival, Sausalito, CA

2007 Sculpture in the Park, Loveland, Colorado
Sausalito Art Festival, Sausalito, CA

2006 Tillford Art Group, "Side by Side 2", March 24th-April 8th, Los Angeles, CA
Sculpture in the Park, Loveland, Colorado
Sausalito Art Festival, Sausalito, CA
La Quinta Arts Festival, La Quinta, CA
Children's Hospital Los Angeles Noche de Ninos, Beverly Hills

2005 Tillford Art Group, "Side by Side", January 28th-February 25th, Los Angeles, CA
Sculpture in the Park, Loveland, Colorado
Sausalito Art Festival, Sausalito, CA
Marine Art Festival, Marine, CA

2004 Beverly Hills Art Show-October (2nd place in Sculpture Category), Beverly Hills, CA
La Quinta Arts Festival, La Quinta, CA
La Jolla Arts Festival, La Jolla, CA
Forrest Avenue Fine Art Gallery, Laguna Beach, CA

COMMISSIONS
2016 "Power Up, We are the Future" Gala, designed and sculpted award for event; Recipients included: Michelle Obama, Eve Branson, Pepita Serrano, Janelle Monae, and Julie Ann Crommett, Beverly Hills, CA
2015 Gallery 48, "Valor" & "Dark Horse", Indianapolis, Indiana
2006 Half-life "Surrender", Giselle Fernandez, Los Angeles, CA
2005 Full-life "Surrender", Greenwood Development Corporation, Greenwood, South Carolina

FILM & TELEVISION
2003 The Rundown (feature film) Edge FX
2002 The Scorpion King (feature film) Animal Makers
2001 Planet of the Apes (feature film) Cinovation
2001 Scary Movie 2 (feature film) Animal Makers
2001 Bless the Child (feature film) Captive Audience
2001 Spy Kids (feature film) KNB FXGroup
2001 A Beautiful Mind (feature film) Captive Audience
2000 Monkeybone (feature film) Captive Audience
2000 The Cell (feature film) KNB FX Group
1999 Bats (feature film) KNB FX Group
1999 Jersey Shores (animated short) Joe Alter Productions
1999 The Hulk (feature film) XFX INC
1999 Superman Lives (feature film) XFX INC
1999 Storm of the Century (TV miniseries) XFX INC
1998 Wrongly Accused (feature film) XFX INC
1998 Species 2 (feature film) XFX INC
1998 Cheerios (Alien commercial) Fred Spencer Productions
1998 The Outer Limits (TV series) XFX INC
1997 The Outer Limits (TV series) XFX INC
1997 Poltergeist (TV series) XFX INC
1997 Alien Attack (Nissan Commercial) XFX INC
1997 Taco Bell (TV commercial) Anatomomorhex
1997 Alien Resurrection (feature film) Amalgamated Dynamics Inc
1997 Teenage Mutant Ninja Turtles (t.v. series) Chiodo Bros. Productions
1996 The Munsters (TV movie) XFX INC
1996 George of the Jungle (feature) Jim Henson Creature Shop
1995 Mars Attacks! Warner Bros
1995 Jumanji Amalgamated Dynamics Inc
1995 Tremors 2 Amalgamated Dynamics Inc
1995 Spacetruckers Optic Nerve Studios
1995 Peter Benchley's "The Beast" ME FX
1995 Sometimes They Come Back Again (TV series) ME FX

BIBLIOGRAPHY

Books
The Making of Alien Resurrection by Andrew Harper
Publisher: Harper Paperbacks
Publication Date: November 28 1997

Magazines
His sculptures have been featured in Sculptural Pursuit magazine (Summer/Fall 2005) as well as Space magazine (Feb 2005 & Oct 2006), Sculpture Review (Autumn 2009), and Save the Date magazine (January 2005) Amazing Model Figurer

List of private clients upon request:

John Brown
Bio/Resume

John Brown (1964-Present) has been a figure sculptor for 33 years. As a sculptor, his commissions have included: Alta-Med; EA (Electronic Arts); Gehry & Partners; Hasbro; and The Greenwood Development Corporation in South Carolina. John has exhibited in multiple juried fine art festivals, art galleries, and The Pasadena Showcase House. Since 2002, his fine art has been displayed in the homes of numerous private collections all over North America, including First Lady Michelle Obama. His sculptures have been featured in several publications including Sculptural Pursuit Magazine, Space Magazine, Sculpture Review Magazine, and Save the Date Magazine. John's work explores the human condition through the portrayal of universally relatable themes carved and cast into bronze figurative sculpture.

In addition to creating bronze figurative sculpture, John Brown has taught sculpture in Los Angeles at The Gnomon School of Visual FX since 1998. The Gnomon School is considered the leading visual effects school on the West Coast and in August, 2019 was named one of the top ten visual effects schools in the world by The Hollywood Reporter (https://www.hollywoodreporter.com/lists/top-10-visual-effects-schools-2019-revealed-1227656). John is the author of 12 internationally acclaimed sculpture training DVD's and tutorials. He is considered by many as a leader in Figurative Sculpture Education. *"One of America's leading figurative sculpting tutors"* – 5-time Academy Award Winner Richard Taylor (Creative Director of Weta Workshop NZ).

From 1994 to 2002, John worked as a character designer and sculptor in the motion picture industry with over 50 film and television credits, which included best picture winner, "A Beautiful Mind", as well as "Jumanji", "Alien Resurrection", "Teenage Mutant Ninja Turtles", and "Planet of the Apes" to name a few.

Visit his website www.FiguresandFocus.com for more info.

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education
PREPARED BY:	Terri Harvey, Purchasing Technician
SUBMITTED BY:	Terri Harvey, Purchasing Technician
DATE:	November 21, 2019
SUBJECT:	Ratification of Amended Master Contract for Nonpublic, Nonsectarian School (Special Education)

Background:

The Special Education Department requests the following Master Contract be amended by the Board of Education. Because the Burbank Unified School District has not contracted with this Nonpublic School in the past, it was not included on the list of Master Contract Renewals that were approved by the Board on June 6, 2019, effective July 1, 2019 through June 30, 2020.

Discussion/Issues:

The following Master Contract for special education services to be provided by a Nonpublic School (NPS).

Fiscal Impact:

Costs are included under the blanket order for service agreements for Nonpublic, Nonsectarian Schools and Agencies that was approved by the Board of Education on June 6, 2019.

School	Master Contract	Contract Period
Lakemary School	PS255	11/01/19 – 06/30/20

Recommendation:

Tamara Schiern, Director, Special Education, recommends that the Board of Education ratify the Master Contract for special education students, to be provided by Lakemary School, Nonpublic, Nonsectarian School, effective November 01, 2019 through June 30, 2020 (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Master Contract for Nonpublic, Nonsectarian Agencies/Schools, effective July 1, 201 through June 30, 2020, was approved by the Board of Education June 6, 2019.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	November 21, 2019
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:
The Board of Education is being asked to amend the agreement to continue clinical psychology services for Special Education Student 960025268 with selective mutism, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:
Due to the unique needs of Student, the IEP team is required to contract with in independent consultant to provide direct support. Such support is not available through District staff.

Fiscal Impact:
Not to exceed ~~$4,000~~ $17,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation, to provide clinical psychology services for selective mutism for Special Education Student 960025268, not to exceed $17,000 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through October 6, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The Board of Education approved the original agreement on May 16, 2019 for $4,000. The IEP team agrees to continue services through October 6, 2020 which will increase the not to exceed amount by $13,000 for a total not to exceed $17,000.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of November 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation hereinafter referred to as "Consultant."

Payee's Name Jessica Richards, A Licensed Clinical Social Worker Professional Corporation Phone Number [redacted]
Email Address [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: ~~5/16/19~~ 11/21/19
Account Code: 01.0-65000.0-57700-11900-5850-7440000

The assignment **will or ▪ will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 200 per hour▪/ per day ☐/ per session☐ for a total not to exceed $ ~~4,000~~ $17,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 05/17/19 and terminating on 10/06/20.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Consultant will provide clinical psychological services for selective mutism for Special Education Student 960025268. The schedule is as follows: 1800 minutes of individual counseling for Student; 720 minutes of parent counseling and 720 minutes consultation with Emerson teachers and staff for fade-ins.

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

LCSW 11/6/19
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:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	November 21, 2019
SUBJECT:	Ratification for Agreement for Professional Services (Special Education)

Background:
The Board of Education is being asked to ratify the agreement for professional services for Students 960014648 and 960022569. On October 18, 2018 the Board of Education previously approved an agreement to reimburse parent for these services. However, parent has requested that Burbank Unified School District pay the provider, Professional Tutors of America, directly instead. This agreement replaces the previous agreement to reimburse the parent for said services.

Discussion/Issues:
Per settlement agreement, the District has contracted with Professional Tutors of America to provide compensatory support for Special Education Students 960014648 and 960022569.

Fiscal Impact:
Not to exceed $6,000 ($3,000 per student).

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Professional Tutors of America, to provide support for Special Education Students 960014648 and 960022569, not to exceed $6,000 (01.0-65000.0-50010-36000-5813-7440000), effective October 1, 2019 through December 31, 2019, 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 November 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America Daytime Phone Number: 714-784-3454 Email Address: rgordon@professionaltutors.com

Mailing Address: 3350 E. Birch Street, Suite 201, Brea, CA 92826

Sponsoring Administrator: Matt Hill (Print Name) Superintendent (Title) _____ (Signature) Special Education (Location)

Board Approval: 11/21/19

Account Code: 01.0-65000.0-57700-11900-5850-744000

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 $80 per hour▪/ per day ☐/ per session ▪ for a total not to exceed $6,000 ($3,000 per student) **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 10/01/19 and terminating on: 12/31/19.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Consultant will provide each student with 37.5 hours of comprehensive support and services in the areas of reading, writing and math for Students 960014648 and 960022569.

6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the ~~month~~ and year first above written.

Tamara Schiern, Director of Special Education — Date

Consultant — 10/31/19 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Peggy Flynn, Arts and Career Technical Education Coordinator
SUBMITTED BY:	Jenny Jones Administrative Secretary II
DATE:	November 21, 2019
SUBJECT:	Approval of Artwork License Agreement for the Hollywood Burbank Airport Student Art Tower Banner Contest

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Background:

In September, 2011 the Burbank Airport Authority announced the Hollywood Burbank Airport Student Art Tower Banner Contest. Student artists from Burbank, Glendale and Pasadena high schools were encouraged to design a large-scale, outdoor display venue. The art should target viewers who are on the move with decorative, creative illustration that is bold, colorful, and at the same time instantly viewable, understandable, and stimulating.

In 2019 each school district will present the Hollywood Burbank Airport its top three entries that best depict the theme **"Future of Aviation".** The winning artwork from each school district will be displayed on the façade of the Hollywood Burbank Airport terminal tower for a period of approximately three months in 2020. It will be seen by well over a million travelers and airport visitors as they arrive and depart the terminal.

A $3,000 award will be given to each participating school district in honor of the winning entry, and that award will serve as a license fee for the Authority's exclusive use of the winning art for a one-year license period. The school districts will agree to stipulate that the award will be used to help support and promote their respective education programs for the arts. Once the three winning entries have been chosen by the Authority, the order of their display will be determined by drawing lots.

District Wide Goals for 2019-2020:

5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes and programs.
5.6 Continue to partner with the City of Burbank, Burbank Chamber of Commerce, and local businesses to develop more academic/career readiness programs, internships, and certifications for our students.

Discussion/Issues:

A copy of the Student Release Form, signed by the student creator(s) and by a parent/guardian of each student, will be attached to each entry presented to the Burbank-Glendale-Pasadena Airport Authority. The purposes of the Release Forms are to certify the originality of the piece and to authorize execution of the License Agreement if the artwork is chosen as a winning entry. Each entry must be an original in concept, design, and execution and may not violate any U.S. copyright laws.

A license agreement will be executed by the District and the Burbank-Glendale-Pasadena Airport Authority for each winning artwork. All artwork will be returned to the rightful owner(s) after display on the Airport tower at the conclusion of the license agreement period.

Fiscal Impact:

The District's Arts for All Program will gain $3,000 from participation in the Burbank Airport Authority's Tower Banner Contest. Of this amount, $1,500 will remain in the Arts for All budget and $1,500 will be awarded to the teacher of the winning artist to be used towards supplies, materials, and/or equipment in the arts program.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services recommends that the Board of Education approve the Artwork License Agreement between the Burbank Unified School District and the Burbank-Glendale-Pasadena Airport Authority, effective November 22, 2019 through June 30, 2021, and to accept an award/license fee of $3,000, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

ARTWORK LICENSE AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/_____ Unified School District)

THIS ARTWORK LICENSE AGREEMENT ("Agreement") is made as of _____ ("License Date") by and between the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, and the _____ Unified School District ("District").

R E C I T A L S

A. As part of its operating costs for the Hollywood Burbank Airport ("Airport"), the Authority licenses banner art for display on the terminal tower façade, on the Regional Intermodal Transportation Center ("RITC") facade, on street banners, and at other locations. The Authority has established a Student Art Tower Banner Contest ("Art Contest") to obtain art created by public high school students in the Cities of Burbank, Glendale and Pasadena. Through the Art Contest, the Authority supports community activities in a manner that is directly and substantially related to the operation of the Airport.

B. District has chosen to participate in the Art Contest by submitting the artwork depicted on Exhibit A ("Artwork"), and the Artwork has been chosen as a winning entry.

NOW, THEREFORE, the parties agree as follows:

1. License.

1.1 *Grant*. The District exclusively licenses the Artwork to the Authority for display at the Airport on the terminal tower façade, on the RITC façade, on street banners, and at any other location selected by the Authority.

1.2 *Duration*. The license period shall begin on the License Date and shall terminate two (2) calendar years later. In its sole discretion, the Authority may display the Artwork for the full license period or for any lesser amount of time.

2. Fee.

2.1 *Amount*. Upon execution of this Agreement, the Authority shall pay the District a license fee of three thousand dollars ($3,000). The license fee shall not be refunded, in whole or in part, if the Authority displays the Artwork for less than the full license period.

2.2 *Utilization*. The District shall utilize the license fee to implement its art education program.

3. Miscellaneous.

3.1 *Notices*. Any notices, invoices or other documents related to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business

hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Authority:	District:
Burbank-Glendale-Pasadena Airport Authority	_____
2627 N. Hollywood Way, 2nd Floor	_____
Burbank, CA 91505	_____
Attn.:_____	Attn.: _____
Fax: _____	Fax: _____

3.2 *No Third Party Beneficiaries*. This Agreement is executed solely for the benefit of the Authority and the District, and there are no third party beneficiaries.

3.3 *Integration*. Exhibit A is incorporated herein by reference. This Agreement (including the Exhibit A) represents the entire and integrated contract between the Authority and the District. This Agreement supersedes all prior oral or written negotiations, representations and contracts. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representative to sign as of the date(s) indicated below.

AUTHORITY	DISTRICT
Burbank-Glendale-Pasadena Airport Authority	_____ Unified School District
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

HOLLYWOOD BURBANK AIRPORT STUDENT ART TOWER BANNER CONTEST

Student Release Form

Student Name:_____ Grade:_____

Parent/Guardian Name:_____

Home Address:_____

City:_____ Zip Code:_____

Phone: _____ E-mail:_____

School: _____ Art Teacher:_____

Title of Artwork Entry:_____

Originality Certification

I certify that this artwork is an original work of authorship by (check one):

me alone me and _____.

I certify that this artwork is not copied from, and does not include, any other person's copyrighted work.

_____ _____

Student Signature Date

Artwork Release

In consideration of participation in the Hollywood Burbank Airport Student Art Tower Banner Contest, we grant the _____ School District ("District") permission to submit this artwork to the Burbank-Glendale-Pasadena Airport Authority ("Authority") as an entry. If this artwork is chosen as a winning entry, the District and the Authority have our permission to execute a license agreement for the display of the artwork.

We understand that the license agreement will exclusively allow the Authority to display this artwork for up to two years at the Hollywood Burbank Airport on the terminal tower façade, on the Regional Intermodal Transportation Center facade, on street banners, and at other locations. We also understand that the license agreement will entitle the District to a $3,000 license fee from the Authority, and that we would not receive any portion of such fee or any separate compensation.

We grant the Authority a non-exclusive permanent right to display photographs of this artwork at any time, and from time to time, on the Authority's website and in publicity materials. We also grant the Authority permission to identify the undersigned student as the creator (or co-creator) of this artwork and to state such student's name, school and grade level.

_____ _____

Student Signature Date

_____ _____

Parent/Guardian Signature Date

CONTEST RULES & REGULATIONS

The Burbank-Glendale-Pasadena Airport Authority invites all Burbank, Glendale and Pasadena Unified School District high school students in Grades 9-12 to enter the Hollywood Burbank Airport Student Art **"Tower Banner"** Contest!

PREAMBLE

Hollywood Burbank Airport has a beautiful tower facade visible by tens of thousands of airport visitors every day as they drive or walk to and from the airport terminal building. The Burbank-Glendale-Pasadena Airport Authority is seeking banners for display on the building facade to offer airport visitors an added dimension to their experience of the airport and of aviation. Student artists from Burbank, Glendale and Pasadena School District high school grades 9-12 are encouraged to create art that will take best advantage of a large-scale, outdoor display venue and effectively target viewers who are on the move with decorative, creative illustration that is bold, colorful, and at the same time instantly viewable, understandable, and stimulating.

Each school district will present to the Airport Authority its **top three entries** that best depict the theme **"Future of Aviation."** *This year's theme is meant to encourage the students to build on what is known and currently in use in aviation and design for the future.*

Each entry can be the work of one artist or the combined effort of more than one artist. The districts will be solely responsible for determining which entries are chosen as the top three entries. The Arts and Culture Commission from each respective city will then consider the three entries and make a final selection of one entry from its school district based on the judging criteria set forth below. The winning artwork from each school district will be displayed on the façade of the Hollywood Burbank Airport terminal tower for a period of approximately three months where it will be seen by well over a million travelers and airport visitors as they arrive and depart the terminal. Additionally, the winning artwork may be displayed at other Airport facilities including on the Regional Intermodal Transportation Center façade and on street banners.

A $3,000 award will be given to <u>each</u> school district in honor of the winning entries, and that award will serve as a license fee for the Airport Authority's exclusive use of the winning art for a two-year license period. The school districts will agree to use the award to help support and promote their respective education programs for the arts. Once the three winning entries have

been chosen by the Arts and Culture Commissions, the order of their display will be determined by the Airport Authority.

To be eligible to enter the contest, the student artist(s) must be currently enrolled in Grades 9-12 in high schools of the Burbank Unified School District, Glendale Unified School District, or Pasadena Unified School District.

Entry Deadline: February 14, 2020

Judging Criteria: Entries must meet ALL rules and submission criteria stated herein to be eligible. Entries will be evaluated by the Arts and Culture Commission from each respective city and the artwork will be judged against the following criteria: adherence to the theme, legibility of the visual composition in the display venue, artistic merit, and creativity. Judging shall take into consideration general standards of decency and respect for diverse beliefs and values. Artwork shall be disqualified if it is obscene or if it contains images or text that is political, religious, or sexually explicit or suggestive.

Entry Instructions

Size: The final banner size is 26 ft. 10 in. H x 16 ft. W. If the artist is submitting a painting, it shall be 27 in. H x 16 in. W. If the artist is submitting digital artwork, the resolution should be 72ppi at 26 ft. 10 in. H x 16 ft. W. If it needs to be scaled down, the resolution should be 150ppi at half scale OR 300ppi at quarter scale. The art spec sheet attached has all the file formats acceptable. Vector-based files, such as those created with Illustrator, are ideal for large format reproductions. These types of files can scale to any size without image deterioration. For production of digital artwork, the digital artwork must be prepared in EPS, Illustrator, Indesign or Vector PDF for production.

For judging purposes, finished paintings and digital artwork (either PDF or JPEG) must be presented at 27 in. H x 16 in. W and must **NOT BE** framed or outlined with any type of border. Note: No landscape orientation artwork will be accepted; only portrait orientation artwork will be considered. Do not include the name "Hollywood Burbank Airport" or any text on your artwork.

Media Permitted: The artist is free to use any artistic medium of his or her choice to produce the original artwork. Should the artist choose to submit a digital entry, recommended applications are Adobe Photoshop (up to version CS6), Quark XPress (up to version 9), Adobe Indesign (up to version CS6) or Adobe Illustrator (up to version CS6). Digital art files must be prepared according to *"Artwork Submission Guidelines"* instructions attached. Winning artwork will be converted by the Airport Authority or its designated banner production company into appropriate digital files.

Criteria: This year's Student Art Tower Banner Contest theme, **"Future of Aviation**," is meant to encourage the students to build on what is known and currently in use in aviation and design for the future.

Documentation submitted with all entries: Full name of high school and address, full name of artist or group/class, grade level(s), teacher's name and telephone number, attached to the back of the artwork.

A copy of the Student Release Form, signed by the student creator(s), and by a parent/guardian of each such student, must be attached to each entry presented to the Airport Authority. The purposes of the Release Form are to certify the originality of the piece and to authorize execution of a license agreement if the artwork is chosen as a winning entry. The Release Form also grants the Airport Authority a non-exclusive permanent right to display photographs of the artwork on its website and in publicity materials. Each entry must be an original in concept, design, and execution and may not violate any U.S. copyright laws.

License Agreement: A license agreement will be executed by the school district and the Airport Authority for each winning artwork. All artwork will be returned to the rightful owner(s) after expiration of the license agreement.

Publicity: Submission of an entry in the contest constitutes consent for the Airport Authority to use the artist's name, school, and grade, the teacher's name at the time of entry submission, and photographs of the artwork for promotional purposes in any media without further consideration.

Agreement to Rules: By entering the contest, entrants fully and unconditionally agree to and accept the rules as outlined herein and agree to accept the decision of the judges as final and binding.

General: The Airport Authority reserves the right to cancel, suspend, and/or modify the contest or any part of it. If any fraud or factors beyond the Airport Authority's control impair the integrity of the contest or make fulfilling the terms of the contest impossible, the contest may be modified, suspended, and/or cancelled at the sole discretion of the Airport Authority. The Airport Authority reserves the right to disqualify any entry if it finds the entry to be in violation of the rules of the contest.

08/2019

ARTWORK SUBMISSION GUIDELINES

FILE FORMATS WE SUPPORT AND LAYOUT SPECIFICATIONS

ONLINE SUBMISSION

Please visit us at http://www.aaa-flag.com/file-setup/ to access the customer download portion of the website. Click on FTP instructions to get info on how to upload files that are too large to e-mail. Alternatively, you may also submit files via e-mail directly to your sales representative. Please compress files and attachments larger than 5mb to avoid corruption.

SUPPORTED APPLICATIONS

Adobe Illustrator (up to version CC)

Adobe Photoshop (up to version CC)

Adobe Indesign (up to version CC)

When submitting multi page files that are the same size, please utilize Adobe InDesign or newer versions (CC) of Adobe Illustrator.

IMPORTANT NOTE

Print Projects cannot be sent to production until proper artwork is received/ approved. This may have an effect on your delivery day.

FONTS

It is recommended that all fonts are converted to outlines or curves prior to submission to limit conflicts within applications. This will ensure that the integrity of the final output will match the proof supplied with the job. Any deviation may lead to delays.

PROOFS

For matching purposes, all jobs submitted must include a color printout with PMS (Pantone) colors called out where applicable. If no printed proof is received with the job, the customer must sign off on the job before work can begin. Please be aware that color laser and inkjet printers do not print accurate colors and therefor cannot be used for color matching purposes.

DISK MEDIA

We can accept files on the following media in both windows and MacOS formats: CD-ROM, DVD-ROM and USB Flash Drive. Anything smaller than 5mb may be emailed; anything larger should be submitted on disk or through the website.

FREQUENTLY ASKED QUESTIONS?

What if I need to see my colors before production? For a small fee, we can print a section of your artwork on the chosen substrate if requested within a reasonable time frame.

Is my artwork good for grand scale printing? Vector-based files such as those created with illustrator are ideal for large format reproductions. These types of files can scale to any size without image deterioration.

What if I have scans or photographs in my artwork? Photoshop or other raster image files must contain an appropriate amount of image data to ensure reproduction that is not marred by pixelization or aliasing. Our recommended resolution for raster images is 72ppi, and 150ppi for high resolution digital printing at the final output size. If your images will not scale out this high, then try using this formula:

Standard resolution: 300 ÷ viewing distance in feet = ppi (pixels per inch)

High resolution: 600 ÷ viewing distance in feet = ppi (pixels per inch)

For example, your banner will hang in a trade show booth which is 10 feet deep, and you want the highest resolution possible. You would therefore divide 600 by 10, resulting in a target output resolution of 60ppi.

BLEED

We require you to add at least 1 inch bleed to all sides of artwork for decal and fabric materials. Failure to do so, may result in a minimum artwork charge fee.

ROUTER/PLOTTER

We require that you add at least 1 point vector based EPS path around artwork for all routed or plotted media, otherwise a minimum artwork charge may be applied.

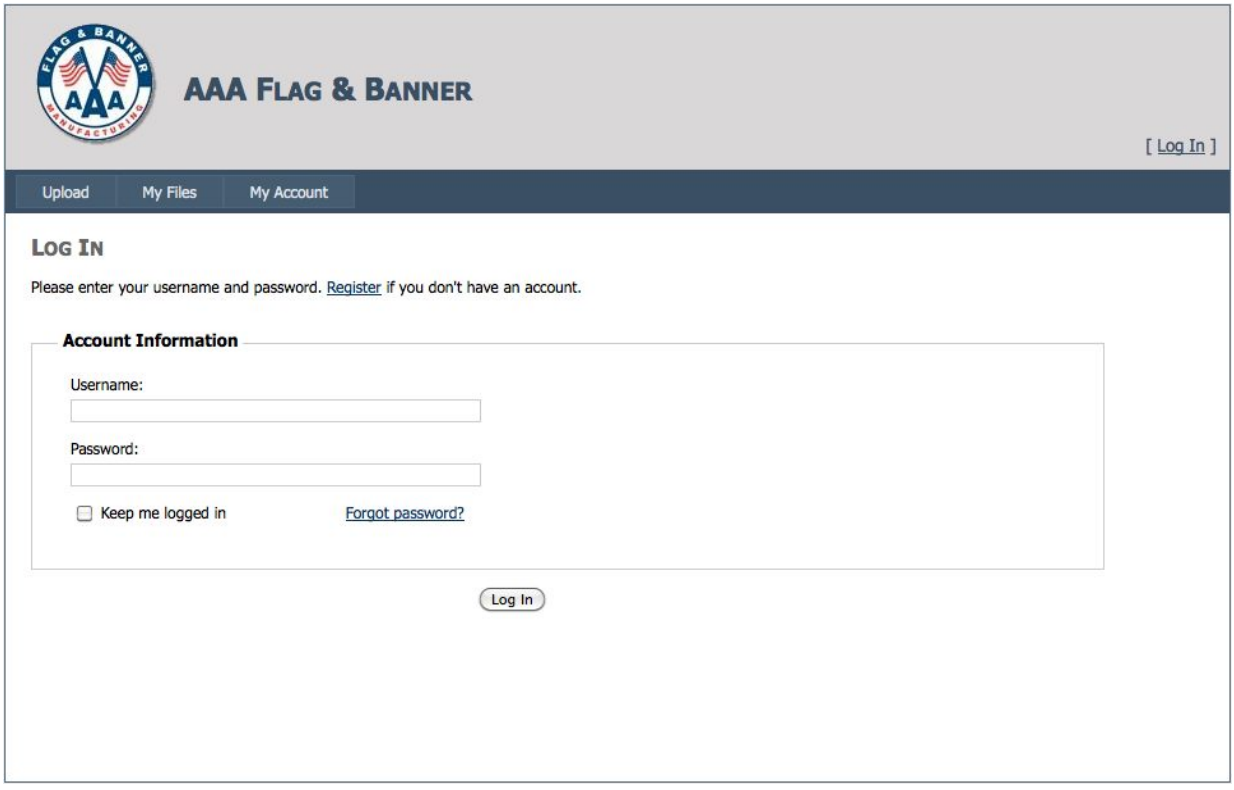
AAA FLAG & BANNER
CLIENT FTP MANUAL

To access AAA Flag & Banner's FTP Upload Website you will need an active Internet connection and a web browser. Works for both PC and Apple users.

NOTE: Please ensure that you add "no-reply@aaaflag.com" to your e-mail white-list or spam filter in order to receive notifications from our FTP site.

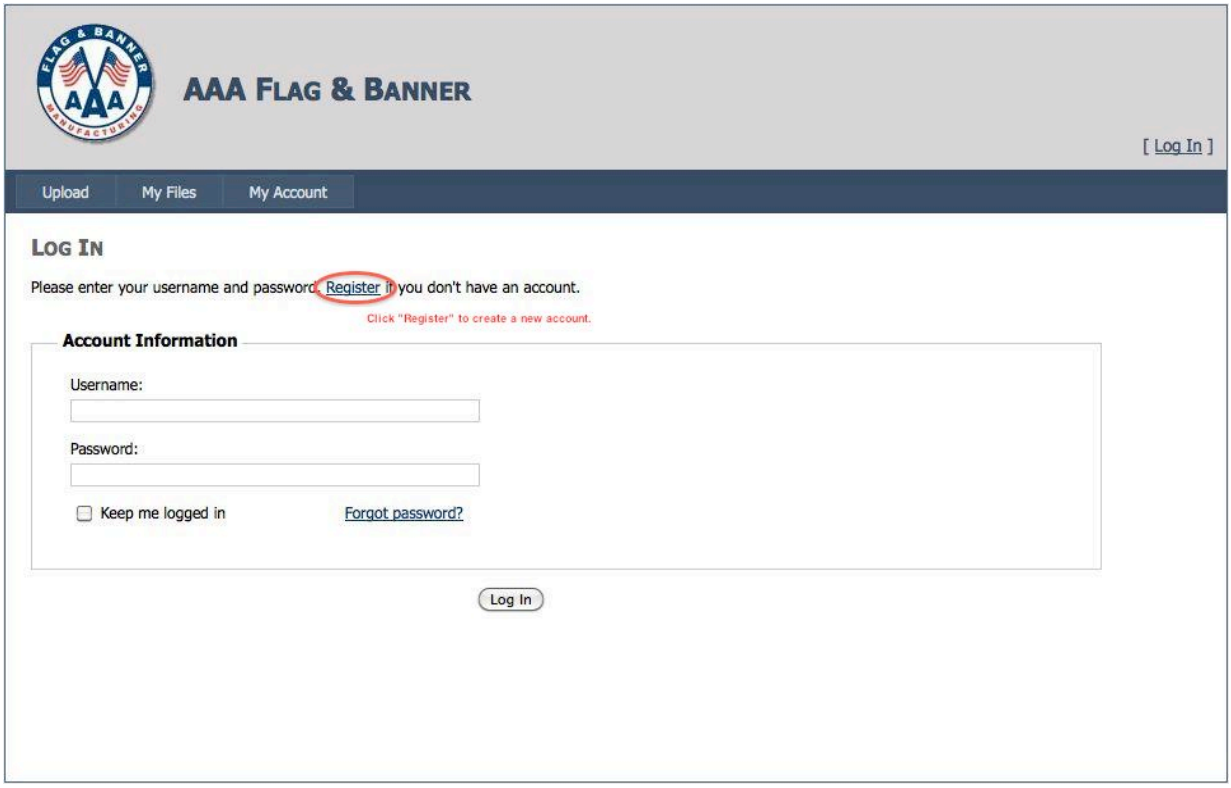
Step 1: Point your web browser (Internet Explorer, Firefox, Safari, etc.) to http://aaaftp.aaaflag.com. You will see the login screen.

Step 2: If you already have an account, please login by typing in your username and password and clicking the Log In button. Proceed to Step 5.
If you do not have an account, proceed to Step 3 to create an account.

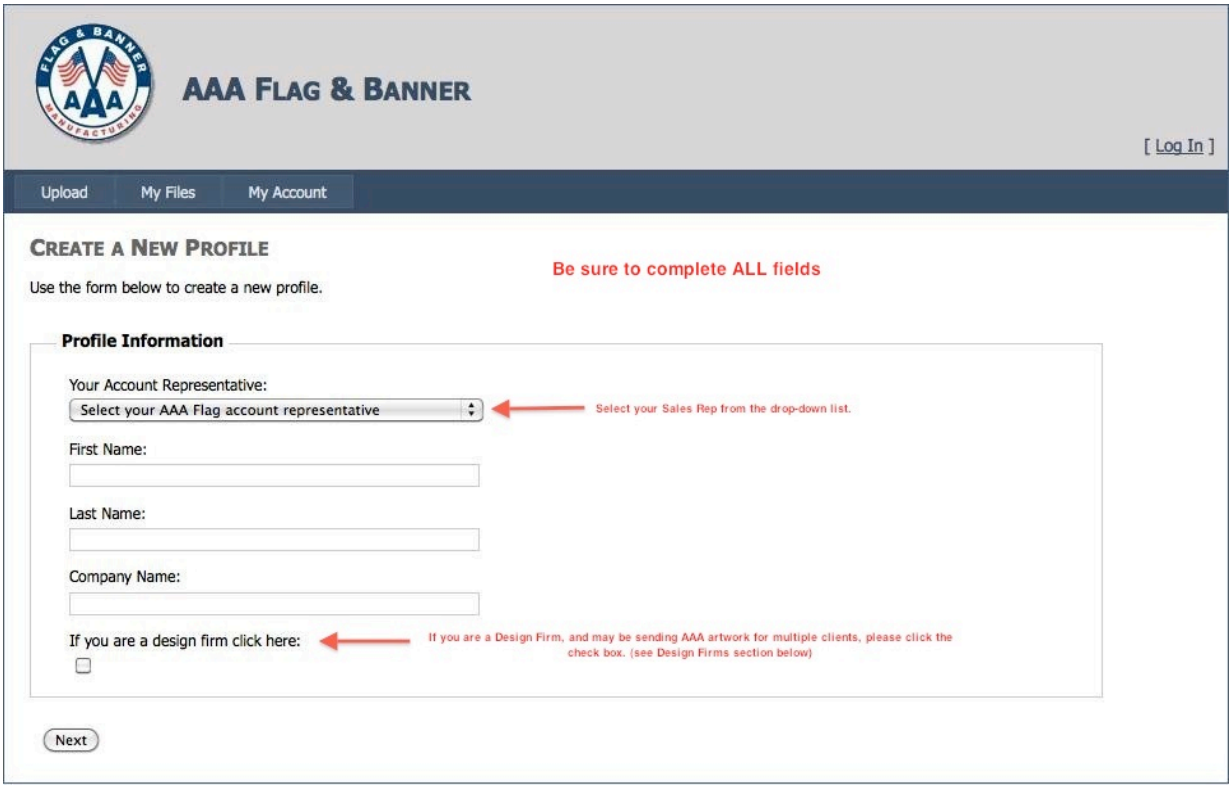


If you do not have an account, proceed to Step 3 to create an account.

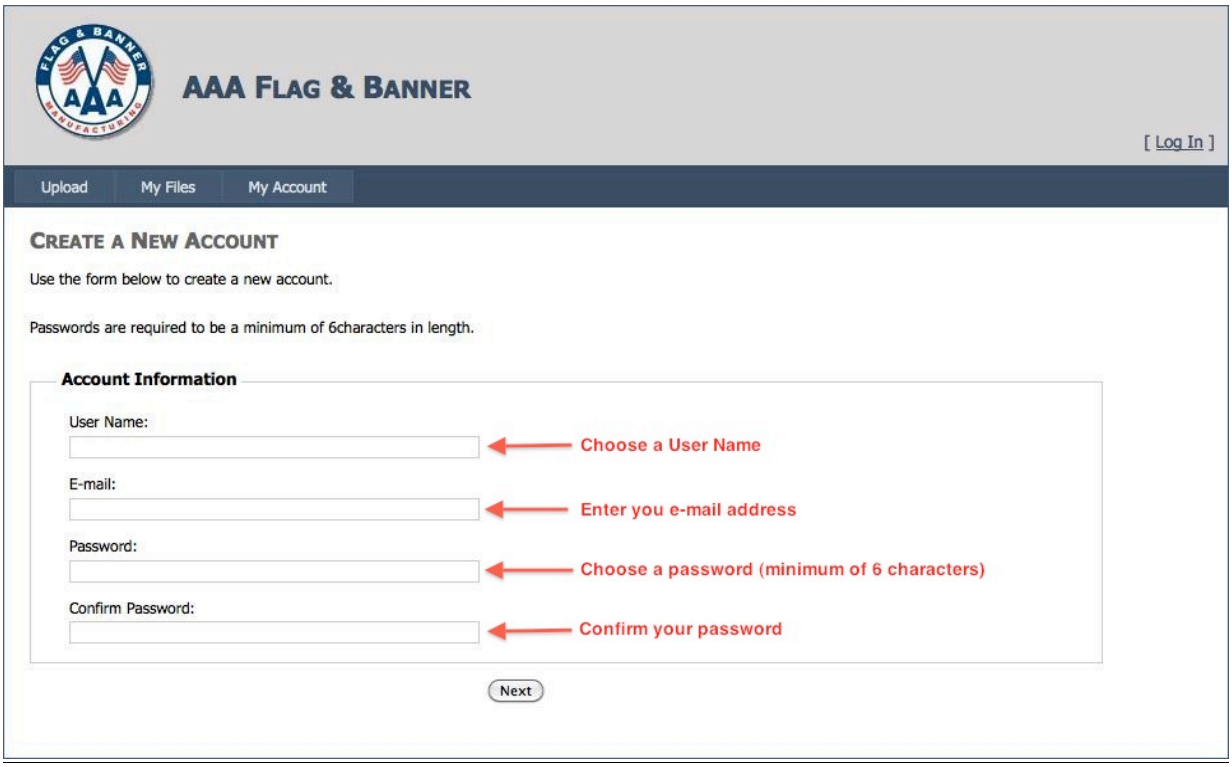
Step 3: Create an account: Click the "Register Now" link to create your new account.



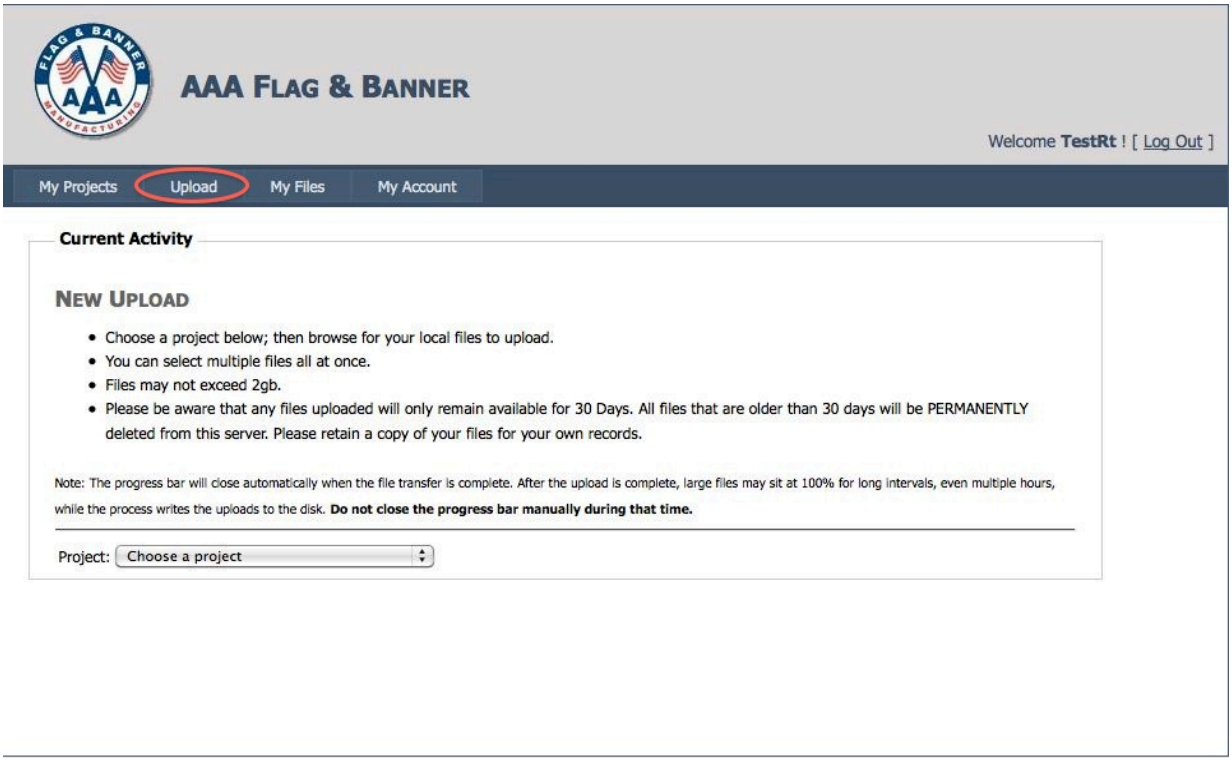
Step 4: On the registration screen, select the name of your Sales Person, your First Name, Last Name and Company (if applicable), Click Next



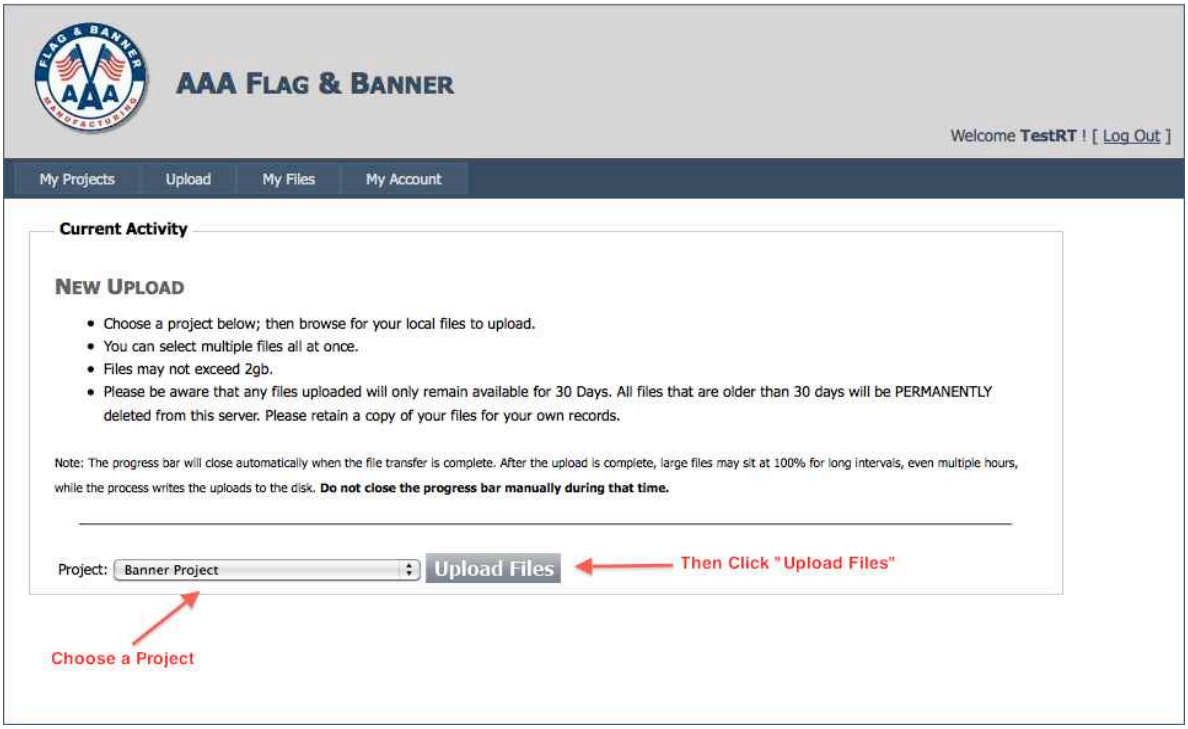
Choose a User Name, enter your E-mail address, enter a Password, Confirm your Password and Click Next



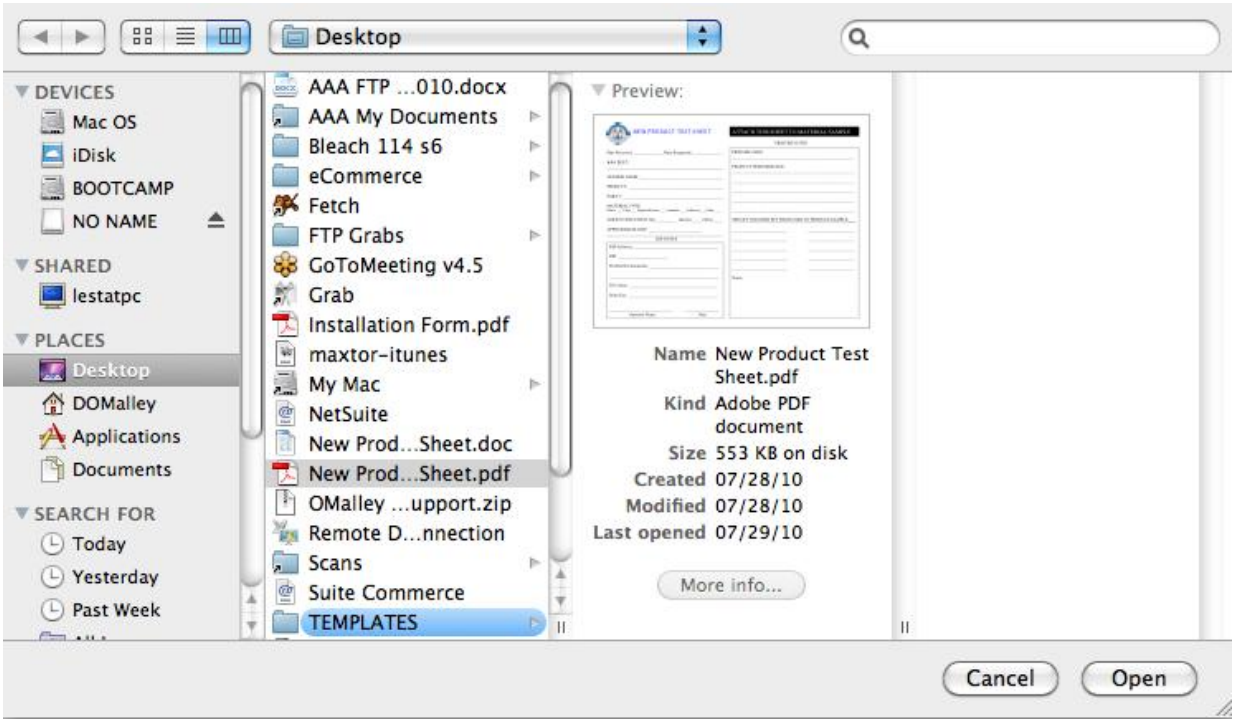
This will bring you to "Upload" window.



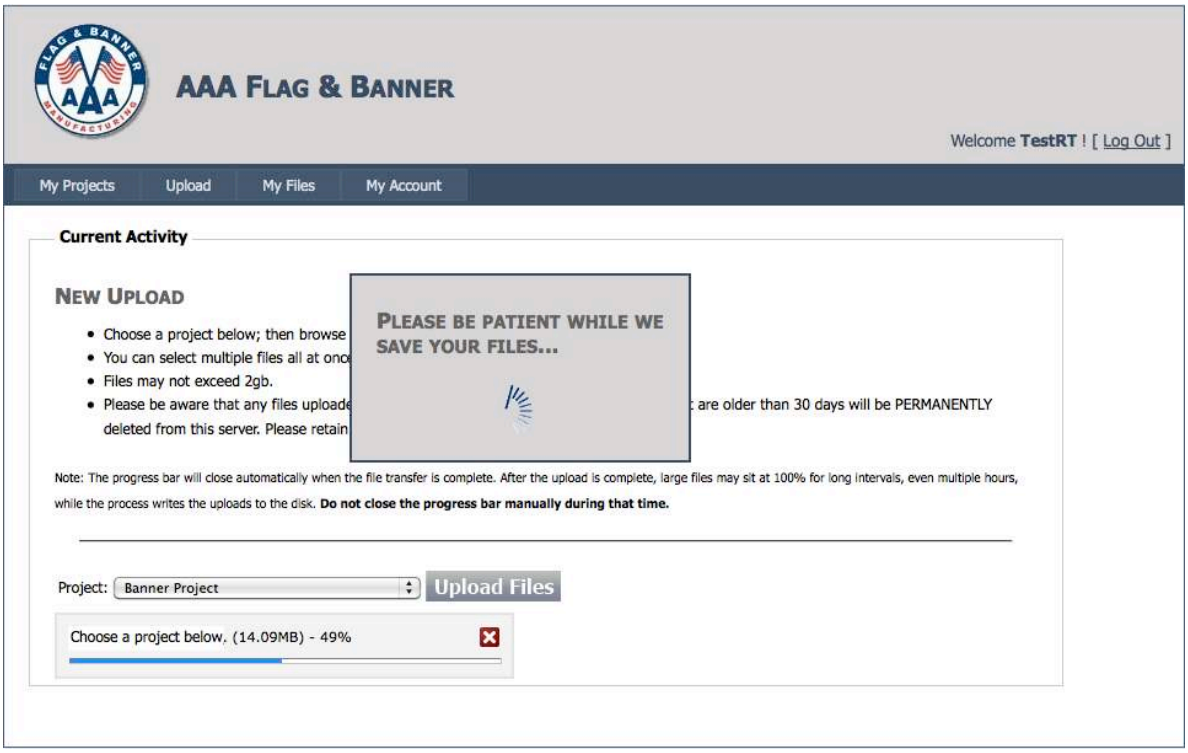
Step 5: Uploading a file: Select an existing Project from the drop-down list and click Upload Files. (See Step 6 for adding Projects.)



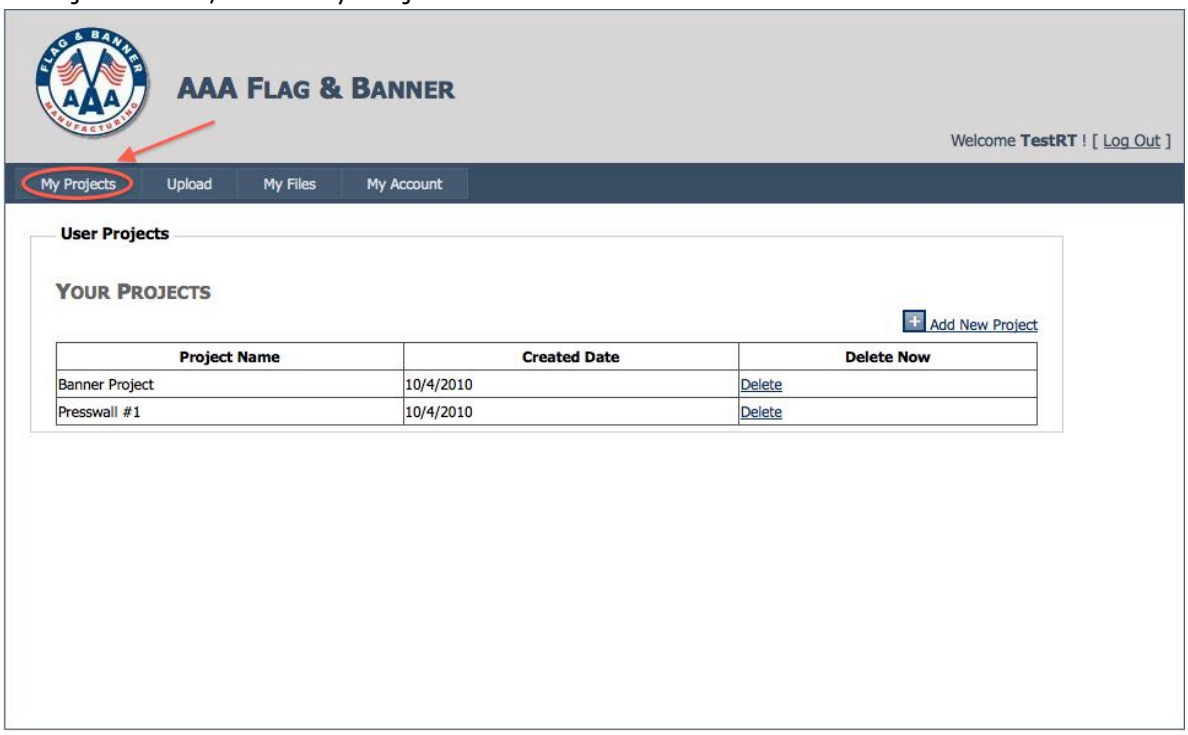
Then you will see the Browse Window, Browse to find your file(s) you wish to upload (you can select more then one file if needed) and Click "Open".



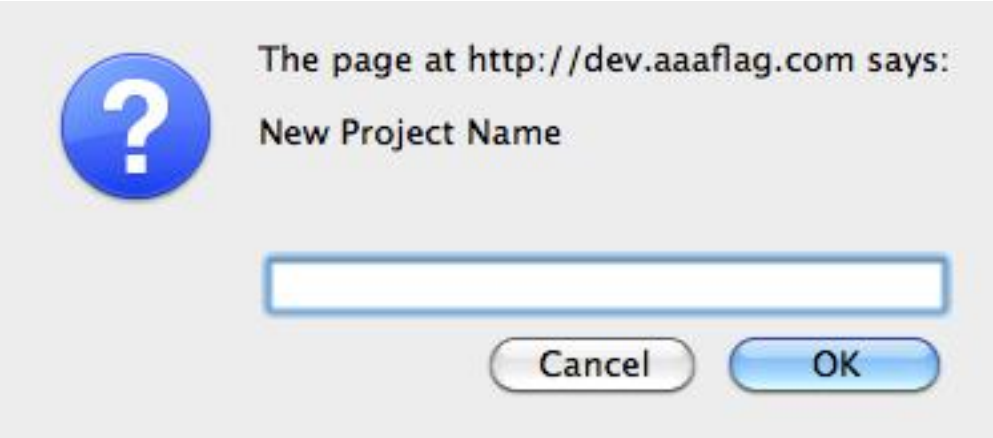
You will see your file(s) uploading. The Progress Bar and notification will close when the file(s) are complete.



Step 6: Adding Projects. If you are a New User or you do not have any Projects listed you will need to add Project Name to the "My Projects" section before uploading a file. To setup a Project Name, Click "My Projects".

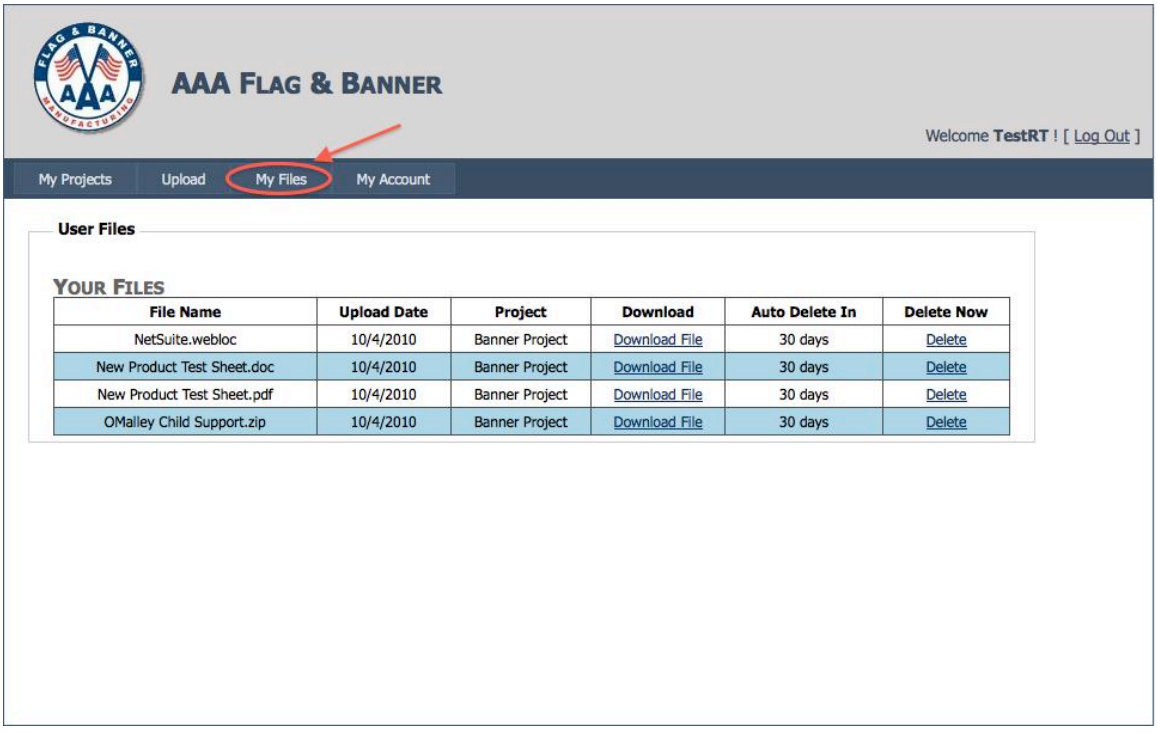


Click the Add New Project button. You will see the Add Project Window. Enter your Project Name and click Save.

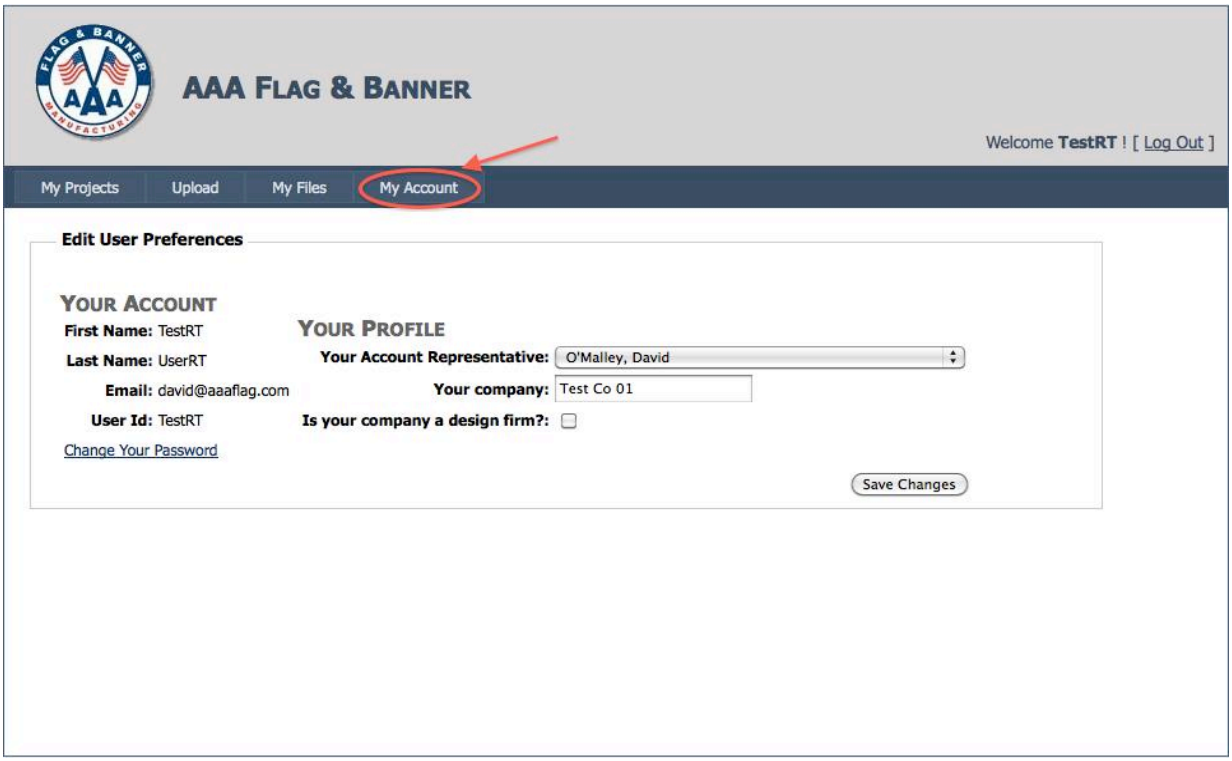


Click on "Upload" and follow Step 5 (above) to upload your file(s).

Step 7: Reviewing your files. You can review your files download them, see the project they are associated with and how long before the will be permanently deleted. To check your files click on "My Files" you will see the following screen.



Step 8: Reviewing your Account settings. The "My Account" section will allow you change your password, Change your Company and update your AAA Sales Rep in needed. Click on "My Account" to review your account.



Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	November 21, 2019
SUBJECT:	Approval of Articulation Agreement with Los Angeles Valley College

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Background:

California adopted the Common Core State Standards (CCSS) on August 2, 2010. In March of 2013 the State Board of Education also approved the College and Career Readiness Anchor Standards, from which the CCSS were derived. The goal is to prepare all students for success in college and the workplace. Burbank Unified School District (BUSD) began implementation of the CCSS in the 2014-2015 school year, and the first assessment was given in the spring of 2015. Full implementation of the standards will take several years and involve new frameworks, new textbook adoptions and more professional development for teachers. In addition, the BUSD will provide more information sessions for parents and the community on the CCSS.

A significant component to the CCSS is college and career readiness. One component of college and career readiness is the ability of students to earn college credit for work completed at the high school level. This requires that the high school course meet the rigorous standards of the comparable college course. In order to make that determination, the instructors of the courses at both the high school and the college meet to evaluate the content of the high school course that is being considered for credit at the college. If the college instructors are satisfied that the high school course is comparable to the college course, then the course is designated as eligible for an articulation agreement between the specific college and the school district. An articulation agreement identifies the specific course for which students will be given college credit and is signed by representatives from both the college and the school district.

District Wide Goals for 2019-2020:

5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes and programs.

Discussion and Issues:

Instructors from Los Angeles Valley College (LAVC) and instructors from John Burroughs High School met and determined that the following course is eligible for articulation:

BUSD School	BUSD Course Title	Los Angeles Valley College Course
John Burroughs HS	Engineering I Introduction to Engineering	EL-2 Introduction to Electronics

Included in the proposed agreement is the procedure for the students to follow in order to receive credit for this course. This process begins with the student submitting a petition for college credit. The student must also apply for admission to Los Angeles Valley College within two months and complete the following:

a. LAVC application
b. K-12 application form
c. Written letter of recommendation from the high school teacher
d. Credit by examination petition
e. Complete all LAVC requirements for credit by exam
f. Upon approval of the Credit by Exam petition, the student will take the exam written and graded by LAVC discipline faculty and administered at the LAVC department chair's discretion
g. Course credit will be posted on the student's transcript according to the LAVC policy on Credit by Exam

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the articulation agreement between the Burbank Unified School District and Los Angeles Valley College, for Engineering I, Introduction to Engineering, effective November 22, 2019, with the understanding that the agreements be reviewed on an annual basis, and that authority to sign the agreements be exercised pursuant to BUSD—AR 3314, as presented.

LOS ANGELES VALLEY COLLEGE
COURSE ARTICULATION AGREEMENT

Date Submitted: 10/24/19

Los Angeles Valley College **5800 Fulton Ave.** **Valley Glen, CA 91401**	**High School Name & Address:** **John Burroughs High School; 1920 W. Clark St., Burbank, CA 91506**
LAVC Course Name & Number: **EL-2** **LAVC College Course Title:** **Introduction to Electronics**	**High School Course Title:** **Engineering I (Intro to Engineering)**
LAVC Instructor **Name: Ronald Reis** **Phone Number: 818 822 7700** **Email: reisra@lavc.edu**	**High School Instructor** **Name: David Vezina** **Phone Number: 818 558-4777** **Email: DavidVezina@burbankusd.org**

Items in A – F below should match the information on the approved course outline of record.

A.COLLEGE COURSE DESCRIPTION:

EL-2 is an introductory electronics course for majors and non-majors, with emphasis on hands-on activities. In addition to exploring career opportunities in the world's largest industry, electronics, students will learn to solder, read schematic drawings, identify electronic components, and construct numerous electronic circuits and projects. This is a great introduction to the field of electronics.

B.UNITS: 3
TOTAL HOURS: 57.0 (From LAVC Catalog)

C.PREREQUISITES: (If Any) none

Page Break

D.REQUIRED CONTENT FOR ARTICULATION:

INTRODUCTION

a. Course supplies and materials.

b. Overview of the electronics field.

c. Overview of careers in electronics.

d. Overview of the role of the electronics technician.

ELECTRONICS PRINCIPLES

a. Resistor Color Code.

b. Resistor measurement with a Digital Multimeter (DMM).

c. Measuring voltage with a DMM.

d. Measuring current with a DMM.

ELECTRONIC PROJECT BUILDING

a. How to read a simple schematic.

b. Construct a simple circuit from a schematic drawing.

c. 555 timer theory.

d. Variable resistance theory.

LIGHT EMITTING DIODES

a. Basic LED theory of operation.

b. Seven-segment displays.

c. Matrix LEDs. d. Alphanumeric LEDs.

NUMBERING SYSTEMS

a. Binary number system.

b. Binary addition.

c. Octal numbering system.

d. Hexadecimal numbering system.

SOLDERING

a. Use of solder.

b. Practice soldering experience.

c. Soldering tie-points.

d. Soldering on PC boards.

OHMS LAW

a. "Big three" in electronics.

b. Relationship between current, voltage, and resistance.

c. Ohms Law formula.

d. Ohms Law problems.

VOLTAGE AND CURRENT DIVIDERS

a. Series circuits.

b. Series circuit problems,

c. Parallel circuits.

d. Parallel circuit problems.

TRANSDUCERS a. Speaker theory of operation,

b. Relay theory of operation,

c. Solenoid theory of operation,

d. Moving Coil Meter theory of operation.

FINAL PROJECT BUILDING

a. Complex circuit operation,

b. How to build a three-stage electronic project,

c. Project building using solderless circuit board,

d. Project building using a printed circuit board.

E.REQUIRED COMPETENCIES (PERFORMANCE OBJECTIVES) FOR ARTICULATION:

Interpret and understand: electronic components, wiring diagrams, and basic electrical symbols

Draw a simple wiring diagram

Use Ohm's Law and other relevant electrical formulas to compute basic electrical equations

Use a soldering iron properly and in a safe manner

Measure and interpret readings using a digital multimeter

Construct multiple electrical projects

F.TEXTBOOKS:

Tronix Tech Level 1
Fundamental Concepts

"Electronics for Robotics Series"

G.METHODS FOR END–OF–COURSE ASSESSMENT: final examination

Students will take multiple quizzes, a mid-term exam, final exam and pass with a "C" or better grade. Students will successfully construct several electrical projects.

H.OTHER SUPPORTING MATERIALS (INCLUDING SOFTWARE):

Learn2.stem101.org Intro to Engineering; Basic Electricity Unit 2.0

Digital multimeter(s)

Soldering irons, and solder

Electrical Theory PowerPoint and Videos

Gibson Tech Ed. Electronic kit(s)

Page Break

I.PROCEDURES FOR STUDENTS TO RECEIVE CREDIT FOR COURSE:

1. When the student has passed the approved end–of– course assessments with a grade of C or better, the high school teacher may recommend that the student petition for college credit following the LAVC procedures.

2. LAVC Procedures:

   The student will apply for admission to Los Angeles Valley College within two months of course completion and will complete the following:

   a. LAVC application
   b. K-12 application form
   c. Written letter of recommendation from the high school teacher
   d. Credit by exam petition
   e. Complete all LAVC requirements for credit by exam.
   f. Upon approval of the Credit by Exam petition, the student will take the exam written and graded by LAVC discipline faculty and administered at the LAVC department chair's discretion.
   g. Course credit will be posted on the student's transcript according to the LAVC policy on Credit by Exam.

   The above documents will be turned in to the Dean of Career and Technical Education.

This agreement will be reviewed annually unless changes are made to the course or teacher assignment. It is the responsibility of the high school to notify LAVC when changes occur.

REQUIRED SIGNATURES:

Los Angeles Valley College	High School
Initiating Faculty Member Printed Name: Ronald Reis Date: 10/24/19	Department Chair/Program Coordinator/Teacher Printed Name: Sharon Cuseo Date: 10.29.19
Department Chair Printed Name: Doug Marriott Date: 10/24/19	Career/Perkins Counselor Printed Name: Diana Dysthe Date: 10/29/19
Articulation Officer Printed Name: Rebecca Stein Date:	High School Instructor Printed Name: David Vezina Date: 10/29/19
Dean of Career and Technical Education Printed Name: Laurie Nalepa Date:	Principal Printed Name: Deborah Madrigal Date: 10-29-19
Vice President of Academic Affairs Printed Name: Karen Daar Date:	

ANNUAL REVIEW SIGNATURES:

LAVC Instructor	High School Instructor
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	November 21, 2019
SUBJECT:	Approval of Educational Fieldwork Agreement– Loyola Marymount University

Background

The purpose of the Educational Fieldwork Agreement with Loyola Marymount University is to provide students with field experience through practice in schools and classes. Qualified students will assume responsibility for their classroom or students.

Pursuant to the provisions of Section 44227 of Education Code, the governing board is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution.

Discussion/Issues

This program builds a relationship with Loyola Marymount University, which expands the pool of qualified teachers, counselors and psychologists. The District will provide support through field experience in schools and classes of the District for students of the University who are qualified for such assignments.

Fiscal Impact

None

Recommendation

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Educational Fieldwork Agreement between the Burbank Unified School District and Loyola Marymount University to provide educational field experience, effective November 22, 2019 through November 22, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into effective as of _____ (**"Effective Date")** by and between the following parties (**"Parties"):** LOYOLA MARYMOUNT UNIVERSITY, a California corporation (**"University"),** and _____a public agency of the State of California (**"District"**).

RECITALS

WHEREAS, under the California Education Code, the governing board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences and service learning opportunities to students enrolled in various curricula of such institution; and

WHEREAS, any such agreement may provide for the payment in money or services for certain of the services rendered by the school district under such agreement in an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, University operates fully-accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of University and District to make a program of educational fieldwork experiences and service learning opportunities (collectively, the "**Program"**) available to University's students at District's facilities.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the Parties agree as follows:

I. TERM

The term of this Agreement ("**Term**") is from the Effective Date through _____ unless earlier terminated by either Party upon thirty (30) days written notice to the other Party as provided herein.

II. THE PROGRAM

A. District shall provide the Program experiences in schools, classrooms, departments and programs of District (each, a "Program Site") appropriate to the particular University program and in accordance with the Program definitions set forth in **Exhibit "A"** attached hereto. Program experiences shall be provided under the direct supervision and instruction of such certificated or classified employees of District as District and University through their duly-authorized representatives may agree upon.

B. University may assign certain of its students to Program experiences at District; it being understood that details such as the maximum number of students, the defined unit of time,

or the distribution of assignments of said students to training levels, shall be arranged for, by and between University and District, and District shall not be obliged to accept assignments of students beyond the ability of District, within its established training programs, to provide meaningful Program experiences pursuant to this Agreement.

C. District's coordinator for the Program shall be _____ or his/her successor, or designee.

D. University shall be responsible for providing a University supervisor or person designated and employed by University to direct, supervise, and evaluate the performance of students of University engaged in Program experiences at District facilities. This person will work cooperatively with those District individuals responsible for placement and direct supervision.

E. The number of semester units of credit, if any, to be provided for each student of the University assigned to Program experiences under this Agreement shall be determined by University.

F. An assignment of a student of University to Program experiences in the District shall be deemed effective for purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other document(s) given the student by University for such assignment or through other procedures established and communicated by District, but not earlier than the date of such assignment as shown on such papers or other document(s).

G. District may, in its sole discretion, refuse to accept for Program experiences any student of University assigned to District pursuant to this Agreement, whereupon University shall terminate the assignment of such student of University to Program experience in the District.

H. Notwithstanding anything in this Agreement to the contrary, District may suspend the right of any student of University participating in the Program at District under the terms of this Agreement from access to District's facilities and the Program at the District if, in the sole, absolute, and subjective judgment and discretion of the District, the University student's behavior, including, without implied limitation, the conduct or attitude of the student, threatens the health, safety, or welfare of any pupils, invitees, or employees of District or the confidentiality of any information relating to such individuals, singly or collectively. District will consult with University in an attempt to resolve the suspension; provided that, University acknowledges the final decision regarding the University student's continued participation in the Program at the District is vested in District's sole, absolute and subjective judgment and discretion.

I. The Program Site staff will provide, upon request by any participating University student, such reasonable accommodations at the Program Site as required by law in order to allow

qualified disabled students to participate in the Program.

J. District shall contact emergency personnel as necessary in the event of illness of or injury to any University student for incidents occurring at District facilities ("**Emergency Care**"). Except as specifically provided in this paragraph, District shall have no obligation to furnish any medical care to any University student. The University student is liable for any and all costs of any Emergency Care and University acknowledges that District shall not be responsible for any cost associated with any Emergency Care and any provisions of medical services.

K. District will provide all participating University students with a copy of the Program Site's rules, regulations, policies, and procedures with which the University students are expected to comply and notify University of any change in its personnel, operation, or policies which may affect the Program experience.

L. Except as otherwise provided herein, University students assigned to the Program at the District are considered learners participating in the Program in furtherance of their University studies and are not employees or agents of University or District and shall receive no compensation for their participation in the Program, either from University or District. The Parties agree that District is not responsible for maintaining workers' compensation insurance coverage for such University students. University students shall not displace certificated or classified employees of District.

M. Both Parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the Parties and neither Party shall so hold itself out.

N. The Parties shall comply with the California Commission on Teacher Credentialing (CTC) regulations at 5 CCR § 80033 pertaining to intern teaching credentials, as set forth in **Exhibit "B"** attached hereto and incorporated by reference herein.

O. The Parties will work together to fulfill the requirements of the University Practicum/Traineeship Program for Students in Counseling as provided in **Exhibit "C."**

P. The Parties will collaborate to provide "Practice Teaching," or "Student Teaching" in accordance with the requirements of the California Commission on Teacher Credentialing (CTC) as outlined in **Exhibit "D."**

Q. The Parties shall provide field experiences for students in the University School Psychology Program in schools or classes under the direct supervision of qualified District personnel as outlined in **Exhibit "E."**

R. The Parties will collaborate to provide practical field experiences to students seeking the Administrative Services Credential as articulated in the California Administrative Performance Expectations, and outlined in **Exhibit "F."**

III. UNIVERSITY'S RESPONSIBILITIES

A. University shall be responsible for supplying information about University students assigned to the Program at District sites as may be required by District prior to the beginning dates of the students' Program assignments. This information may include, without implied limitation, name, biographical data, verification of tuberculosis clearance, and information about the health care coverage or insurance of each University student sent to District. Any additional information regarding a University student's health status, including information about specific communicable diseases, shall upon request be sent to District only as permitted by law and in accordance with HIPAA Regulations (as hereinafter defined). The foregoing information shall be sent to District no less than two (2) weeks before the beginning date of the student's Program assignment.

B. University and University's students assigned to the Program at the District under this Agreement shall comply with all provisions of Education Code Section 45125.1, and all of District's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with District students, including, without implied limitation, prior to coming onto District school grounds or having any contact with District's pupils in locations other than District school grounds. University shall require criminal background checks of all its students assigned to District, at the students' expense and responsibility, and shall certify in writing to District that none of the University students who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with District students pursuant to this Agreement has been convicted of a serious or violent felony as defined in Section 45122.1 of the Education Code.

C. University shall provide District with a list of all students assigned to the Program at the District pursuant to this Agreement and designate to which school or District sites they will be assigned. Failure to comply with this requirement may result in, at District's sole discretion, termination of this Agreement.

D. University shall ensure that each University student signs and delivers to District a Student's Statement of Responsibilities and Agreement to Hold Harmless, in the form set forth in **Exhibit "G"** attached hereto, prior to participating in the Program at the District.

E. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation insurance, and any other insurance or benefits of any kind for University's employees and any other persons who provide services to District under this Agreement.

DRAFT

F. University shall maintain neutrality in District labor disputes and shall be solely responsible to ensure that all Program experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury. University shall comply with the provisions set forth in **Exhibit "H"** attached hereto.

IV. PAYMENT

A. University may pay District for the performance by District of certain of its services under this Agreement in an amount not to exceed the actual cost of services rendered in accordance with the financial provisions set forth in **Exhibit "I"** attached hereto.

B. In the event that the assignment of a student of University to Program experiences in the District is terminated by University for any reason, District shall receive payment for one (1) assignment on account of such student as though there had been no termination of the assignment, except that if such assignment is terminated before half the term of such assignment is completed, District shall receive payment for an assignment for one-half services only.

V. CONFIDENTIALITY OF EDUCATIONAL RECORDS

A. University Student Records. District understands that the educational records of the University students assigned to District are protected by the Family Educational Rights and Privacy Act ("**FERPA**"), at 20 U.S.C. § 1232g. The Parties agree to comply with the requirements of FERP A and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, District is considered to be a school official of University. District agrees to protect the privacy of educational records concerning any University student assigned to District under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of University who have a legitimate educational interest in the records.

B. District Pupil Records. University shall advise its students assigned to the Program at the District that such students shall be subject to District's policies respecting confidentiality of District pupil information. No University employee, University student, representative or agent shall have access to or have the right to review any District pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students, University employees, representatives or agents of any District pupil information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. District shall not grant University students assigned to the Program at District sites access to individually identifiable pupil information unless the pupil's parent or guardian has first given written consent using a form approved by District that complies with applicable state and federal laws, including FERPA and the Health Insurance Portability and Accountability

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Act **("HIPAA"**) and HIPAA implementing regulations at 45 C.F.R. § 160.103 ("**HIPAA Regulations**"). For purposes of this Agreement, University students assigned to the Program at the District are trainees and shall be considered members of District's "workforce" as that term is defined by HIPAA and HIPAA Regulations.

VI. REPORTING OBLIGATIONS

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in **Exhibit "J"**), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the School District will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The School District will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the School District asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. TFA will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

● The name, telephone number, e-mail address and residence address of the corps member/LMU student who reported that they experienced sexual or interpersonal misconduct;

● The name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and

● Description of the incident of sexual or interpersonal misconduct, including location, date and time.

VII. NON-DISCRIMINATION

The Parties acknowledge that all University students assigned to the Program at the District shall be selected without unlawful discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status, or any other basis prohibited by law.

VIII. MUTUAL INDEMNIFICATION

Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified

Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

IX. INSURANCE

Each Party shall maintain throughout the Term of this Agreement general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by such Party.

Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than $1,000,000 per occurrence and $3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

X. GENERAL PROVISIONS

A. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration; provided that, before any amendment shall take effect, it shall be reduced to writing and signed by both Parties.

B. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. In the event that any action is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.

D. Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Should either Party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Los Angeles County, California.

G. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

UNIVERSITY:	**DISTRICT:**
Loyola Marymount University	_____
School of Education	School District
Attn: Ramiro Euyoque, Associate Dean	Attn: _____
for Business Services	_____Dept.
One LMU Drive, Suite 2100	_____Street
Los Angeles, CA 90045	_____City

Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U. S. Mail, first class postage prepaid addressed to the Party as shown above. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

H. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shal1 not in any way affect the validity or enforceability of any other provisions of this Agreement.

I. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both Parties.

J. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting

hereof.

K. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom or otherwise.

L. All exhibits attached and referred to in this Agreement are incorporated herein as though fully set forth in this Agreement. In the event that the provisions of any exhibit conflict with the terms of this Agreement, the terms of this Agreement shall control.

M. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

N. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

O. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

P. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against District until approved or ratified by motion of the governing board of District duly passed and adopted.

Q. APPROVED SIGNATURE. IN ADDITION, THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST DISTRICT UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE.

R. IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS AGREEMENT SHALL SUPERSEDE, AS OF THE EFFECTIVE DATE, ANY AND ALL OTHER AGREEMENTS OTHERWISE IN FORCE BETWEEN THE PARTIES PERTAINING TO UNIVERSITY'S STUDENTS' PARTICIPATION IN EDUCATIONAL FIELDWORK OR SERVICE LEARNING EXPERIENCES AT DISTRICT FACILITIES, INCLUDING ANY CLINICAL INTERNSHIP AGREEMENT. THIS PARAGRAPH SHALL NOT APPLY TO ANY AGREEMENT FOR SERVICES THAT MAY CURRENTLY BE IN FORCE BETWEEN THE PARTIES, UNDER WHICH UNIVERSITY IS PROVIDING CONSULTING SERVICES TO DISTRICT.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LOYOLA MARYMOUNT UNIVERSITY	_____ UNIFIED SCHOOL DISTRICT
_____	_____
Ramiro Euyoque	Name _____
Associate Dean for Business Services	Title _____
Date_____	Date _____

_____

Thomas O. Fleming, Jr.

Senior Vice President, Chief Financial Officer

Date_____

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EXHIBIT "A"

Program Definitions

"**Student Teachers**" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks (usually 6 or 7 weeks).

"**Clinic Teachers**" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly-credentialed employee of the District. Clinic teaching is designed to provide University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

"**Student Interns**" means persons recommended by the University who have been approved to engage in unpaid educational service experiences (counseling, administration, etc.) under the supervision of an appropriately trained or credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"**Teaching Interns**" means persons recommended by the University, possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly-credentialed employee of the District and a University supervisor for a minimum of 18 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

"**Student Observers**" means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly-credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly-credentialed employee of the District.

"**Education Administration Fieldwork/Interns**" means persons recommended by the University who hold a baccalaureate degree from a regionally-accredited institution of higher education (EC 44453) and who have completed three years' experience on a prerequisite credential, received a passing score on the CBEST, and are eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and who shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 15 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

"**Counseling Fieldwork Candidates**" means persons recommended by the University possessing a certificate of clearance, TB test, and passing CBEST, who have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator. Candidates will be under the supervision of a regularly-paid pupil personnel service credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the District supervisor for every 40 hours of fieldwork experiences. The District supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience.

The District supervisor will receive an "LMU School of Education Counseling Program Fieldwork Experience Handbook" from the University, outlining the requirements and responsibilities of the fieldwork experience, including coursework, practicum hours, application requirements, placement process, and roles of the University liaison, supervisors, candidates, and District supervisors.

A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. A total of 400 hours must be completed in public k-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public k-12 experience must be in at least 2 of 3 levels with 200 hours in each setting (i.e. elementary, middle school or high school). The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

"School Psychology Practicum Candidates" means persons recommended by the University possessing a certificate of clearance, TB test, and passing CBEST who have satisfactorily completed the prerequisite didactic portion of the curriculum. A total of at least 500 hours are to be completed during the second year in the program (two consecutive semesters); the hours must be documented in a spreadsheet log. General guidelines for the breakdown of the experiences and hours are as follows:

- A minimum of 100 hours each must be logged in at least two (2) school settings: Preschool, Elementary, Middle School, and High School. All hours generally should be completed in public schools. All hours must be supervised by an on-site Field Mentor, who needs to be a credentialed school psychologist with at least 3 years of field experience.
- Up to 50 hours may be logged for involvement in a Community Based Organization (CBO) providing academic and/or mental health services to children and families or working in a research capacity. The CBO experience may include, but is not limited to, counseling centers, tutoring centers, family support service centers, etc. These hours must be supervised by a psychologist appropriately credentialed/licensed for practice in that stetting. Alternatively, up to 50 hours can be logged working in a School District's Research and Evaluation Branch, and this experience must also be under the direct supervision of a credentialed school psychologist or equivalent.
- A minimum of 100 hours must be logged in direct counseling related activities, to include, but not limited to individual counseling, group counseling, whole-class guidance/counseling, evaluation of counseling services, and crisis counseling as available.
- A minimum of 100 hours should be spent in activities related to culturally and linguistically different children. These activities can be logged in any of the 10 NASP domains.

- Up to 40 hours may be logged from field-based assignments from the following courses: EDSS 6513, EDSS 6515, EDSS 6520, EDSS 6526, EDSS 6528, and EDSS 6534 as they pertain to Practicum Domains.

"School Psychology Intern Candidates" means persons recommended by the University possessing a certificate of clearance, TB test, and passing CBEST who have satisfactorily completed the prerequisite didactic portion of the curriculum. A total of at least 1,200 hours are to be completed during the third year in the program (two consecutive semesters); the hours must be documented in a spreadsheet log. There is no maximum number of hours in each domain area, since different candidates will require more time and experience for various accomplishments. Additionally, a maximum number of psycho-educational case studies in the Intern year is approximately 40. All hours must be supervised by an on-site Field Mentor, who needs to be a credentialed school psychologist with at least 3 years of field experience.

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EXHIBIT "B"

Intern Teaching

A. **Purpose:**

The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services and BCLAD Emphasis Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for Loyola Marymount University intern candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing need for qualified teachers. It is further agreed that an intern's salary will not be reduced to pay for supervision. Loyola Marymount University stipulated that interns' services meet the instructional needs for the Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services, and BCLAD Emphasis Credentials teachers in the participating district.

The University and the School District agree to the following conditions and services that apply to Interns who are, or will be, admitted to the University's credential programs through the University's departments and will be serving their education credential internship in the School District. Interns nominated by either the University or the School District shall be mutually acceptable to both the University and the School District, and shall be subject to a mutually acceptable placement within the School District.

B. Loyola Marymount University agrees that:

1. Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g. CSET/Multiple or Single Subjects Tests, or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.

2. Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0.

3. Candidates with undergraduate degrees in "professional education" cannot be admitted to the Single Subject or Education Specialist credential programs.

4. Each Intern shall have a minimum of one hundred twenty (120) hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Learners (EL), as well as forty-five (45) hours of experience with students, including those who are English Learners in educational settings; or current Preliminary or Clear Credential valid EL Authorization; or passing scores on CTEL examinations.

5. Each Intern shall have passed U.S. Constitution coursework or examination.

6. Each semester, each Intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Fieldwork Instructors.

7. The University will provide program coordination as needed with the School District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing (CCTC).

8. The University will select and train University Fieldwork Instructors based on the following qualifications:

    a) Current knowledge in the content area they teach.
    b) Understand the context of public schooling.
    c) Ability to model best professional practices in teaching and learning, scholarship and service.
    d) Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.
    e) Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

9. The University will ensure that University Fieldwork Instructors will observe and evaluate interns at least four times during a semester and allocate time with each Intern after each visit to discuss the observation.

10. The University will direct University Fieldwork Instructors to meet and consult with a District-employed supervisor as appropriate.

C. <u>Participating School District agrees that:</u>

1. Prior to an Intern assuming daily teaching responsibilities, the School District must validate that the Intern teacher meets the Commission's identified criteria.

2. Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by School District personnel, including but not limited to the school site faculty and the District-employed supervisor. Each District-employed supervisor will hold a valid Clear or Life Credential with English Language Authorization and will have completed three (3) years of successful teaching experience.

3. Each District-employed supervisor will have completed ten (10) hours training in University requirements.

4. Each Intern must be placed in classrooms that include English Language Learners (ELL) student(s) and student(s) identified with special needs.

5. Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required School District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District-employed supervisor, or to attend classes at the University.

6. If required, the School District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CCTC) during an annual Intern census.

7. The School District agrees to allow the University Fieldwork Instructor to visit the Intern in his/her classroom during the university's academic semesters.

8. The principal will serve as the School District's evaluator of the Intern, complete required documentation in a timely manner, and meet with the university supervisor each year to monitor and assess the Intern's progress. The principal and the university supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the Intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Loyola Marymount Intern Program Director and a School District Administrator, at which time a decision will be made.

9. Each school must have a fully qualified administrator in accordance with University requirements, including someone who

    a) holds a valid California issued credential,
    b) holds an advanced degree (e.g. M.A., Ed.D.) in Educational Leadership or closely related field,
    c) completed an Educational Leadership program such as the Fisher Fellow Program,
    d) has a record of completing a successful administration at a school for at least five (5) years.

10. Administration agrees to allow the teacher candidate to conduct videotaped observations for the purpose of authentic mentor feedback and completion of CTC requirements. The Employer will be responsible for the acquisition of parental permission and will share said permission documents with the teacher candidate.

11. Administration agrees to assign an Intern to the appropriate placement that meets the requirements and preparation program of the type of Intern Credential issued to the Intern. Assignments are communicated to the University in an "Employment Verification Form." University reserves the right to rescind the Intern Credential if the University deems that the new Intern assignment is not in compliance with the type of preparation program of the candidate."

D. <u>The University and the School District agree that:</u>

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1. In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision shall be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning, and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.

2. The following additional support/mentoring and supervision shall be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Cross-cultural, Language and Academic Development (CLAD) authorization:
    a) An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners shall be provided by the Commission-approved program (University) to an intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential Teaching Credential or a valid English Learner authorization or Cross-cultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.

    b) The California employing agency (School District) shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be immediately available to assist the Intern teacher in working with English Learners.

    c) An individual who passes the California Teaching of English Learner (CTEL) examinations prior subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

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EXHIBIT "C"

School Counseling Program

Purpose:

This agreement pertains to a Practicum/Traineeship Program at the Organization, wherein students in Counseling will obtain fieldwork experience under supervision by credentialed practitioners as part of their counseling training program. Students in this Fieldwork Program may be referred to as "Trainees", as suits their level of training and experience.

The Institution and the Organization mutually agree:

1. To establish the educational objectives for the counseling experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the counseling experience. Through the counseling experience, the trainee will provide the Institution 200-400 hours of counseling services per academic semester.

2. The Institution agrees to select and assign students to the Organization for training. The Organization reserves the right to interview any trainee selected by the Institution prior to accepting that trainee for training. Subject to the foregoing, Trainees selected for assignment shall be assigned to the Organization for a period of time mutually determined in advance by the parties, which may be altered by either party, with consideration given to the counseling staff and space availability.

The Institution agrees:

1. To designate a Liaison or Director, hereinafter referred to as "Fieldwork and Community Outreach Liaison" to administer the Institution's responsibilities related to the counseling program. Also to designate a Counseling Faculty, hereinafter referred to as "Academic Coordinator".

2. To assume responsibility for assuring compliance with the educational standards established by the California Board of Behavioral Sciences, the California Commission on Teacher Credentialing and or any other relevant authority.

3. To establish and maintain ongoing communication between the Academic Coordinator, and the Training Coordinator of the Organization on items pertinent to Counseling education and counseling supervision. The Fieldwork and Community Outreach Liaison will arrange on-site visits at the Organization when feasible upon request.

4. To coordinate with the Training Coordinator and the Organization, at the time mutually agreed upon, about the trainee assignments, including the name of the students, level of academic preparation, and length and dates of the counseling experiences.

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5. To refer to the Organization only those trainees who have satisfactorily completed the prerequisite didactic portion of the curriculum.

6. To direct the assigned trainee to comply with the existing pertinent rules and regulations of the Organization and all reasonable directions given by qualified Organization personnel.

7. To establish in print that the assigned trainee will secure appropriate professional liability insurance either through a certificate of insurance provided by the institution or through purchase of individual professional liability insurance. All trainees will be covered by professional liability insurance, and will bring to the Traineeship Program written evidence of this coverage.

8. To supply the Training Coordinator at the Organization with the appropriate forms to be used in evaluating the performance of the assigned trainee.

9. To have the trainee provide, prior to the commencement of the trainee assignment, such confidential information as may be required by the Organization or deemed necessary for the training and guidance of the trainee.

10. The Institution will provide weekly counseling supervision by the Academic Coordinator during the time the students are in training. Supervision will occur at the Institution.

11. On the occasion that the Organization does not provide the trainee forms to obtain consent from parents to provide students counseling and/or recording of sessions, the Institution will provide forms, which have been reviewed by the Institution's legal counsel.

The Organization agrees:

1. To provide the physical facilities and equipment necessary to conduct the counseling experience.

2. To provide the counseling supervisor space within the Organizationto supervise, plan and implement the counseling experience.

3. To support the trainee in the visual recording of 5-15 minute video clips of five distinct one to one or group counseling sessions per semester. The Organization and the trainee will determine the type of counseling that will be recorded. The camera may be pointed at the trainee during the entire taping, rendering only an audio taping of the students/clients.

4. To designate a training coordinator who will serve as the official supervisor and will be responsible for organizing and coordinating the supervision of the trainees. The Training Coordinator will be an individual who has held a valid Pupil Services Credential for a minimum of two years. Coordinating includes the planning and implementation of the counseling experience in addition to reviewing a minimum of two counseling video-taped sessions provided by the trainee.

5. The training coordinator will meet with the trainees for at least 1 scheduled hour per week.

6. To assume responsibility for assuring compliance with the supervision standards and all other requirements for training of trainees in traineeships, or field of placement of any kind as established by the Commission on Teacher Credentialing or other regulatory authority.

7. To advise the Institution of any changes in personnel, operation or policies that may affect experiences.

8. To determine the number of trainees, which it can accommodate during a given period of time.

9. To inform the trainee of the Organization's requirements for acceptance, i.e., health status, etc.

10. To provide the assigned trainee with a copy of the Organization's existing pertinent rules and regulations with which the trainee is expected to comply.

11. To evaluate the performance of the assigned trainee on a regular basis using the evaluation form supplied by the Institution. (The completed evaluation will be forwarded to the Institution in a timely manner prior to the conclusion of the trainee's or trainee's clinical experience, and afterward, if applicable.)

12. To advise the Institution at least by midterm, of any serious deficiency noted in the ability of an assigned trainee to progress toward achievement of the stated objectives of the counseling experience. It will then be the mutual responsibilities of the assigned trainee, the Training Coordinator, Counseling Supervisor(s) at the site(s), and the Academic Coordinator to devise a plan by which the trainee may be assisted to achieve the stated objectives.

13. To have the right to terminate any trainee whose health, as permitted by law, or performance, is a detriment to patient well-being or to achievement of stated objectives of the counseling experience after conferring with the Academic Coordinator and Fieldwork and Community Outreach Liaison.

14. To support continuing education and professional growth and development of those staff who are responsible for trainee supervision.

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EXHIBIT "D"

Student Teaching

Purpose:

The District shall provide practice teaching in schools and classes of the District for students of the University possessing valid Character Identification Clearances.

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 University, through their duly authorized representatives, may agree upon.

"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 permanent or probationary employees of the District holding valid credentials issued by the Commission on Teacher Credentialing.

An assignment of a student of the University to practice teach in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to practice teach in such schools or classes.

Within a reasonable time following the close of each semester the Master Teacher(s) shall submit a properly executed final evaluation form for all semester units of practice teaching. After receipt of the evaluation form, the University will make payment to the Master Teacher(s) for all practice teaching provided under and in accordance with this agreement during the said semester.

_____ Unified School District
Student Teacher Guidelines
School Year _____

Student teaching is a wonderful opportunity to learn from a master teacher in a natural setting that comes with great responsibility. The desire to impart knowledge and guide young people onto a successful path in life are part of what motivates a teacher to take on such responsibility and place themselves into a position that requires them to have and demonstrate the highest moral and ethical standards. Standards they can be proud of, and they can serve as a model for the students they teach. As the student teacher strives to help each student realize his/her potential as an integral and productive member of society, he/she must stimulate the spirit of inquiry, the acquisition of knowledge, the understanding, and the thoughtful formulation of worthy goals. In fulfillment of this obligation to students, the student teacher:

1. Shall make reasonable effort to protect the students from conditions harmful to learning, health, and safety.

2. Shall not expose students to embarrassment or humiliation.

3. Shall not, on the basis of race, color, creed, gender, national origin, marital status, political or religious beliefs, family, social or cultural back ground or sexual orientation, unfairly exclude any

student from participation in any program, deny benefits to any student, and/or grant any advantage to any student.

4. Shall not use professional relationships with students for private advantage, nor have any personal relationship with students.

5. Shall not disclose information in the course of professional service unless it is required by law.

6. Shall not make false or malicious statements about a colleague, student, parent, and/or community member.

7. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

8. Shall not use social media to communicate with students other than district initiated platforms that students and parents use.

9. Shall adhere to all rules and regulations of the school site and of the district.

10. Shall not place hands on a student, or cause a student harm through action or negligence.

Failure to adhere to these rules and regulations and all policies of the school district may result in immediate termination of the student teaching assignment.

DRAFT

EXHIBIT "E"

School Psychology Supervised Fieldwork

The Parties Mutually Agree:

The District shall provide field experiences in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as specified by the duly authorized representatives of the District and the University.

Responsibilities of the University:

The University shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the District, the activities of each intern candidate assigned to District and student fieldwork experience.

The University shall complete periodic observations and/or evaluations of the intern candidate regarding his/her performance at the District as per arrangement between the University faculty or staff member and the District supervisor.

Responsibilities of the School / District:

The District shall provide intern candidates with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

- Provide at least 2 hours of regularly scheduled supervision time each week.
- Help the intern understand rationale for actions and decisions.
- Provide experiences and material needed for intern to complete Intern Accomplishment Plan.
- Keep university supervisor informed of intern's progress.
- Provide feedback to faculty for program improvement.

If opportunities for interns to complete their Intern Accomplishment Plan (IAP) are not feasible within the district, the intern will need to be released from the district in order to complete those activities. Such scheduling will be decided among the field mentor, intern, and university supervisor.

The duration and schedule of this internship is to conform to the academic year of the school district, and daily schedule is to conform to the hours of a typical school psychologist, unless adjusted by all parties below. School Psychology interns from LMU must not be used in place of hiring credentialed school psychologists.

DRAFT

EXHIBIT "F"

Institute for School Leadership and Administration (ISLA)

Clinical Fieldwork

Administrative Services Credentials

Purpose:

The California Commission on Teacher Credentialing's ***Standards of Quality and Effectiveness: Preliminary Administrative Services Credential Program Standards*** stipulated conditions under which credentialing institutions must abide to be accredited for recommending candidates for California administrative services credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for fieldwork program approval. It also contains quality-related criteria for Loyola Marymount University candidates.

Administrative Services Credential Program Standards, the Commission embarks upon a new era in the preparation of California's educational leaders. The primary focus of the preliminary administrative services program will be to prepare future leaders for their initial administrative position, with special emphasis on preparation for the position of site administrator, or principal, for a specific school site.

University and ISLA Clinical Fieldwork Programs are designed to be partnerships between institutions of higher education and schools serving as clinical fieldwork sites, to meet the growing need for qualified and effective educational administrators. Loyola Marymount University stipulated that administrative fieldwork services meet the instructional needs for the Preliminary Administrative Services credential in the participating district and the state.

The University and the participating School agree to the following conditions and services that apply to administrative candidates who are, or will be, admitted to the University's credential programs through the University's departments and will be serving their clinical fieldwork requirement in the school.

The University Agrees:

Each Administrative Candidate meets the requirements for acceptance and enrollment in the Preliminary Services Credential and/or MA in School Administration.

Each candidate is guided in fieldwork by the California Administrative Performance Expectations (CAPEs).

Each candidate will design and implement a project based on the needs of the school and will conduct a number of administrative activities to meet and exceed the CAPEs.

The University will provide program coordination as needed with the School to manage fieldwork process to ensure timely completion of credential coursework and filing for Preliminary Credentials with the California Commission on Teacher Credentialing (CCTC).

The University will select and train Fieldwork Instructors based on the following qualifications:

- Current knowledge and experience as a school administrator.
- Understand the context of public schooling.
- Ability to model best professional practices.
- Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.
- Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The University will ensure that Fieldwork Instructors will observe and evaluate candidates during the semester and allocate time with each candidate at least once per week.

The University will direct Fieldwork Instructor to meet and consult with employer-provided on-site-provider as appropriate.

Participating School / District Agrees:

Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by Charter School personnel, including but not limited to the school site faculty and the on-site support provider. Each support provider (mentor) will hold a valid Clear or Life Credential with EL Authorization and will have completed three (3) years of successful teaching experience.

Each candidate, at the discretion of the site administrator, may, on a limited basis, be released from other required School meetings or activities, as needed, to fulfill the clinical fieldwork requirements or to attend classes at the University.

The School / District agrees to allow the University Fieldwork Instructor to visit the candidate in his/her classroom during the university's academic semesters.

The principal will serve as the School's evaluator of the candidate, complete required documentation in a timely manner, and meet with the fieldwork instructor each year to monitor and assess the candidate's progress. The principal and the fieldwork instructor will review the documentation to determine candidate competence.

DRAFT

Administration agrees to assign a candidate to the appropriate placement that meets the requirements for the Preliminary Administrative Services Credential. Assignments are communicated to the University in an "Employment Verification Form." University reserves the right to not recommend the candidate for the credential if the University deems that the candidate assignment is not in compliance with the type of preparation program of the candidate."

University and School / District Agree:

A candidate in the LMU/ISLA administrative services preparation program, will collaborate with the placement school and its administration to participate in practical field experiences that are designed to facilitate the application of theoretical concepts in authentic settings. Each candidate is introduced to the major duties and responsibilities authorized by the administrative services credential as articulated in the California Administrative Performance Expectations. Field experiences include a variety of diverse and realistic settings both in the day-to-day functions of administrators and in long-term policy design and implementation.

Each Candidate will be supported by the University appointed Fieldwork Instructor who will act as a liaison between the school and candidate to ensure collaboration. The Fieldwork Instructor will meet with the school administration to support the facilitation and completion of fieldwork as a benefit for the school as well as the candidate.

EXHIBIT "G"

Student's Statement of Responsibilities

and

Agreement to Hold Harmless

In connection with my participation in the educational fieldwork program ("**Program**") of Loyola Marymount University ("University"), at the facilities of the _____ ("**District**"), pursuant to an Agreement between University and District, dated _____ ("**Agreement**"), I ACKNOWLEDGE AND AGREE THAT I am solely responsible for the following:

1) Providing services to or observing District's pupils only under the direct supervision of District's professional staff;
2) Conformance to all applicable District policies, procedures, rules and regulations, and all requirements and restrictions specified jointly by representatives of University and District;
3) Arranging for my own transportation to and from the District if not provided by University;
4) Reporting to District on time;
5) Arranging for my own health insurance when not provided by the University;
6) Procuring and maintaining automobile insurance on my personal vehicle, with coverage limits as required under California law, prior to entering District grounds in my personal vehicle or, if entering District grounds in a vehicle owned by another, ensuring that the owner of such vehicle has in force an automobile insurance policy with coverage limits required by law;
7) Assuming responsibility for personal illness and, prior to entering District grounds, providing to University and District proof of necessary immunizations, such as measles and rubella immunizations within the past four (4) years; negative tuberculin test; chest x-ray; and annual health examination;
8) Paying the full costs of any and all emergency medical care or medical services rendered to me while I am on District grounds in connection with the Program;
9) Maintaining the confidentiality of District pupil information, in which connection I will abide by the following:
    a) No University student may have access to or have the right to review any District pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students of any District pupil information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the practical experience.

    b) University students are subject to District's policies respecting confidentiality of District pupil information. No University student may have access to individually identifiable District pupil information unless the pupil's parent or guardian has first given written consent using a form approved by District that complies with applicable state and federal laws, including the Health Insurance Portability and Accountability Act ("**HIPAA**") and HIPAA Regulations regarding the confidentiality of health information, if applicable. In the absence of consent, University

students may use only unidentified information in any discussions about the service learning experience with University, its employees, representatives, or agents.

I FURTHER AGREE to defend, indemnify and hold harmless District and University, their governing board members or trustees, officers, agents, employees, and volunteers from any and all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and/or damage to property sustained or claimed to have been sustained arising out of my activities in the Program whether such activities are authorized under the Agreement or not; and I shall pay for any and all damage to the property of District, or loss or theft of such property, done or caused by me. I understand that District assumes no responsibility whatsoever for any property placed on District premises by me or University. I further agree to waive all rights of subrogation against District and/or University. The provisions of this Hold Harmless Agreement do not apply to any damage or losses caused solely by the negligence of District and/or University or any of their agents or employees.

Signed: _____

Print name: _____

Date: _____

EXHIBIT "H"

University's Obligations With Respect to District Labor Disputes

In the event of District labor disputes, University shall ensure the following:

A. In the event of a labor dispute in the District, University will direct its students involved in the Program at the District to report to the University until the University supervisor and Program coordinator have assessed the situation.

B. During a labor dispute at a District Program site, University faculty members who supervise students will visit the District's school site on a regular basis to observe and to meet with District personnel, and such University faculty members shall determine on behalf of the University whether the situation remains educationally valid and physically safe for Program activity.

C. During District labor disputes, if the afore-mentioned University personnel determine, in their sole and absolute discretion, that the situation is educationally valid and physically safe and that the District teacher or supervisor is present in his/her regular position, the University supervisor will allow the student the option of continuing Program activities at that site or of terminating the assignment.

D. University shall be solely responsible for evaluating the safety of its students in the event of a District labor dispute and for making the determination as to whether its students may safely continue their Program experiences at District sites.

EXHIBIT "I"

Financial Provisions

Notwithstanding any other provision of this Agreement, University shall not be obligated by this Agreement to pay District or its employees any amount in excess of the total sum set forth in these financial provisions. All amounts shall be paid directly to District.

A. University shall tender to District an honorarium of One Hundred Fifty Dollars ($ 150.) per elementary teacher placement (8-week period) and Three Hundred Dollars ($300.) per secondary teacher placement (one semester) for the District supervisory Master Teacher/employee of a full-time student teacher of University assigned to schools in the District, to be paid at the end of the assignment. District shall reimburse each supervisory master teacher/employee at rates specified herein.

   Within thirty (30) days following the close of each semester or academic session of the University, District shall submit an invoice, to the University for payment at the rate provided therein for all Program experiences provided by the District under and in accordance with this Agreement during said session. This process may be altered as to the manner in which the invoicing will proceed so long as the Parties mutually agree to such alteration in advance.

B. In regards to School Counseling and School Psychology Fieldwork Interns, paid internships may apply as indicated:

   There will / not be pay for the intern's time at the rate of $ --0-- for --0-- days of the school year _____.

   Arrangements for payment are the responsibility of the School District directly to the Intern and not with the University.

EXHIBIT "J"

Title IX Language Definitions

DEFINITIONS:

A. "Consent" is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
    a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
    b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
    c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
    d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

4. The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party; or

5. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

B. "Sexual Misconduct" is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that person's consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

1. **"Sexual Assault"** is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person's consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

2. **"Sexual exploitation"** is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc*.) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one's genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

3. **"Interpersonal Misconduct"** includes Dating Violence, Domestic Violence and Stalking, as defined below:

    a. **"Dating Violence"** is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:
        i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
        ii. Where the existence of such a relationship shall be determined based on the complaining party's statement with consideration of the following factors:
            - The length of the relationship
            - The type of the relationship
            - The frequency of interaction between the persons involved in the relationship.

    Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

b. **"Domestic Violence"** is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is protected from that person's acts under California law.

c. **"Stalking"** is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition "course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person's property.

For the purposes of this definition "substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

C. "Sexual Harassment" for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

1. submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;

2. submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or

3. the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.

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:	November 21, 2019
SUBJECT:	Approval of Agreement for Professional Services, Super Cooperative Purchasing Group – A California USDA Foods Cooperative

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Background:
The Food Service department has been a member of the Super Cooperative since 2015. San Mateo-Foster City School District is the Lead Agency of the Super Cooperative and is given the authority to contract for donated USDA Foods and related services on behalf Member Districts.

Discussion/Issues:
The benefits for being a member of the Super Cooperative is to allow the Lead Agency to actively order, receive, store, maintain inventory and distribute all donated commodity foods as determined by the California Department of Education, Nutrition Services Division.

Fiscal Impact
The Annual Renewal Fee shall be 0.3% of the current year USDA Foods entitlement on July 1st of each year. A State Administrative Fee of $0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors. Delivery fees as per member district through selected distributors.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the Super Cooperative Purchasing Group, effective July 1, 2020 through June 30, 2021, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

SY2020-21 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative

SUPERCO-OP
The commodity world made simple.

Member District: Burbank Unified School District

Please check (✓) your response:

✓	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.

2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.

3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.

4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.

5. SY2020-21 Fees:

   Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.

   Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.

   State Administrative Fee of $0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.

   Delivery fees as per member district selected distributors.

   All fees are subject to change, as approved by the Super Co-Op Governing Council.

   Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.

6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.

8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.

9. Member District shall respond to pre-planners and offerings promptly.

10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.

11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.

12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.

13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.

14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.

15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.

16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Kathy Sessinghaus
Title	Director of Food Services
Telephone	818-729-4540
Email	Kathysessinghaus@burbankusd.org

Accounts Payable Contact	
Name	Susie Dunn
Title	Operations Coordinator
Telephone	818-729-4542
Email	susiedunn@burbankusd.org

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on _____, 20__.

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2019 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
asoliz@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-1968

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Construction & Operations Secretary
DATE:	November 21, 2019
SUBJECT:	Acceptance of Notice of Completion, Universal Asphalt, Resurface Cracked Asphalt at Disney Elementary School (Deferred Maintenance)

Background:
During Spring 2019, a student had fallen and gotten injured due to cracked asphalt in the playground area. The District was not aware of the incident at time of incident since it was not reported until the end of the school year in May. The parents of the student hired an attorney; currently pending legal action.

District-Wide Goals for 2019-2020:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

Discussion/Issues:
Upon notification of the injuries, the Plaintiff's council instructed the District not to repair the asphalt until they were able to view the condition. After a 3 month waiting period, the timeframe set by the Plaintiff's council, the District's insurance company gave the go ahead to do the emergency repair to prevent any other injuries.

Fiscal Impact:
$6,500 (Deferred Restricted Maintenance)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Resurface Cracked Asphalt at Disney Elementary School, not to exceed $6,500 (14.0-00000.0-00000-85000-6170-201-0000), Deferred Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, 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

September 17, 2019

Burbank Unified School District
Facilities Services
510 S. Shelton Street
Burbank, CA 91506

Attention: **Kurt Hauffe**
RE: *AC Paving and Patching*

Job Address: ***Walt Disney Elementary, 1220 W. Orange Grove Ave., Burbank***

PROPOSAL

I. Grind and patch existing cracks with asphalt (10 Ton AC Allowance)
II. Raise AC paving finish surface at drinking fountain.
III. Price includes Saturday Move-in. (Available Sat. 9/21/19)
IV. Universal Asphalt is Signatory to the Laborers and Operating Engineers.
V. Price includes prevailing wage rates.
VI. Price includes one move-in.
VII. First class workmanship and materials.

Total Cost $6,500.00

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. Nouck, *Project Estimator*

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Education Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	November 21, 2019
SUBJECT:	Acceptance of Notice of Completion, Fiber Optic Splicing Equipment for Various Sites, Solutionz, Inc. (Bond Funds)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District Wide Goals for 2019-2020:
8.2 Identify funding resources to implement an ongoing District-wide computer and infrastructure refresh plan.

Discussion/Issues:
Fiber optic splicing equipment was purchased via PO 20001128 through Solutionz, Inc. This equipment was used for projects at various sites. All equipment was received and District staff has found and approved the project to be complete.

Fiscal Impact:
The total cost of the completed project is $8,470.62.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Fiber Optic Splicing Equipment for Various Sites by Solutionz, Inc. (21.3-00000.0-93000-85000-6449-4320000/2060000/5260000), PO 20001128, not to exceed $8,470.62 (Bond Fund), as presented.

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Cathy Weissman, Project Accounting Technician
DATE:	November 21, 2019
SUBJECT:	Approval of Professional Services Agreement, Sub-Surfacing Imaging Services, C-Below, New Modular Classrooms, Walt Disney Elementary School (Bond Fund)

Background:

On February 21, 2019, the Board of Education approved a Professional Services agreement with Cannon Design to provide Architectural and Engineering services for the site work and coordinate with Silver Creek Industries for the design and engineering of the new Modular Classrooms at Walt Disney Elementary Modular Classroom buildings as a continuation of Measure "S".

District-Wide Goals for 2019-2020:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

In preparation of the installation of the new modular classroom buildings at Walt Disney Elementary School, it will be necessary to do sub-surface imaging to locate utilities using investigative tools such as GPR (Ground Penetrating Radar), Electromagnetic Locators, Ram Rods, Robotic Cameras and other

specialty equipment if needed. C-Below will provide the District with a comprehensive 2D utility map in CAD and PDF format for their use.

- PHASE 1 | Utility Mark Out w/ Waterbased Paint. Utility marks will remain on the site unless the client has hired C Below to remove the markings.

- PHASE 2 | C Below's Mapping Team will pick up the markings with the depth estimates from PHASE 1. Mapping shall be completed within a reasonable time frame to assure integrity of marks.

- PHASE 3 | Quality review with the Lead Technicians and the Mapping Team to ensure the quality of the deliverable and applicable notes.

Fiscal Impact:

$6,115 (Bond Fund)

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and C-Below, pursuant to the proposal dated November 5, 2019 to provide sub-surfacing utility imagining, new Modular Classrooms at Walt Disney Elementary School, effective November 22, 2019 through November 22, 2020, not to exceed $6,115 (21.3-00000-0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Cathy Weissman

From:	kurt@hauffecompany.com
Sent:	Thursday, October 24, 2019 11:23 AM
To:	Nick Loera
Cc:	Cathy Weissman
Subject:	[EXTERNAL] Burbank unified school District

CAUTION: **This email originated from outside of Burbank Unified School District. Do not click links or open attachments, unless you recognize the sender and know the content is safe.**

Nick,

we are planning new project that will continue trough the school year, we would like to have you give us a proposal for utility location and mapping, can you schedule a time to come out to see the area and give us recommendations on the best way to proceed?

Disney Modular Project
1220 w Orange Grove Ave
Burbank, CA 91506

Regards,

Kurt Hauffe
President



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HAUFFE CO

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Estimate

Job No. 19-1504
Quote No. Q-07866
Date: 11/5/2019 2:25:30 PM
Expires on: 12/5/2019 12:00:00 AM
Payment Terms:

C Below | Subsurface Imaging
Call Before you cut, core, drill or dig.

14280 Euclid Ave Chino, CA 91710
Phone: **(888) 902-3569** Fax: (909)606-6555
www.cbelow.com

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FACILITIES SERVICES

Bill To
Burbank Unified School District

1900 West Olive Avenue
Burbank
CA
91506

Job Name
Walt Disney Elementary School
Utility Locating and Mapping
Primary
Prevailing Wage

Primary Contact
Cathy Weissman
(818) 729-5506
cathyweissman@burbankusd.org

Jobsite Address
Walt Disney Elementary School
1220 w Orange Grove Ave
Burbank
CA, 91506

Sales Rep	Ext.	Email	Cell
Keith Choi	212	keithc@cbelow.com	

C Below, Inc. submits this proposal for the Walt Disney Elementary School Utility Locating and Mapping project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.

Reviewed/Approved By — Date 11/7/19
To A.P. - Purchasing

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Scope of Work

Original Scope of Work

C Below will perform a utility investigation within the marked area of investigation shown on the attached Exhibit. The site is Walt Disney Elementary School.

The client will be installing new modular buildings on the campus.

The purpose of this investigation is to find all existing utilities to quality Level B (see attached documentation on available quality levels). Specialty equipment that may be used in this investigation includes GPR, Electromagnetic Locators, Ram Rods, Robotic Cameras, and other investigative tools.

The quantity of non-conductive vs conductive lines can affect the time it takes to complete an investigation. Other access related issues such as pedestrian or vehicle traffic and locked electrical rooms, mechanical rooms, manholes, or vaults may increase the time required. This estimate is for time and material based on clear access. In the event that more time is needed, a change order may be required.

Utility locations along with depth estimates will be marked directly on the surface. Please reference your Markings Card for explanations of these markings. This investigation does not include irrigation lines or any overhead utilities. It does not include lines under 2 inches in diameter. Sewer and Storm Drain lines over 8 inches in diameter require specialty equipment and are excluded from the investigation unless specifically identified in the scope.

Please remember to always hand dig within 2 feet of either side of a utility.

At the completion of this project the client will be provided a comprehensive 2D utility map in CAD and PDF. Client shall provide CAD background for utilities to be added to. While our maps do include utility depth estimates from the surface, survey elevations are not included.

PHASE 1 | Utility Mark Out w/ Waterbased Paint. Utility marks will remain on the site unless the client has hired C Below to remove the markings.

PHASE 2 | C Below's Mapping Team will pick up the markings with the depth estimates from PHASE 1. Mapping shall be completed within a reasonable time frame to assure integrity of marks.

PHASE 3 | Quality review with the Lead Technicians and the Mapping Team to ensure the quality of the deliverable and applicable notes.

Mapping is performed using internal standards. Survey grade data such as elevations are not provided unless specifically requested and outlined in the scope of work.

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Product Line Items

Product	Quantity	Sales Price	Total Price
Admin	1	$95.00	$95.00
Drafting	4	$95.00	$380.00
Mapping	4	$215.00	$860.00
Locating | Locating Technician	12	$135.00	$1,620.00
Locating | Supervising Technician	12	$180.00	$2,160.00
Mobilization | Crew	4	$195.00	$780.00
Mobilization | Single Tech	2	$110.00	$220.00
		Total USD	**$6,115.00**

Product Descriptions

Product Item	Description
Admin	Administration
Drafting	In-House Drafting in Auto CAD
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.
Locating | Locating Technician	Certified Trained Technician
Locating | Supervising Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer, Storm Drain
Mobilization | Crew	Mobilization for Per Crew plus Equipment
Mobilization | Single Tech	Mobilization for Technician and Equipment. Per Technician.

Quality Level Definitions

Quality Level D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

Quality Level C involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

Quality Level B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

Quality Level A is the highest level of accuracy and involves the full use of the subsurface utility investigation method. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.

Service Exceptions and Limitation

Locating Exceptions

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer and storm drain lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to locate these types of lines, please contact us for an additional quote.

GPR Exceptions

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 12 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Indications show up on the radar screen as hyperbolas. The center of the hyperbola is the center of the indication. GPR data, under most circumstances, does not allow for the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than 2 inches on center may show up as one indication.

Mapping Exceptions

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

Potholing Exceptions

For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please speak to your C Below representative. Optional Services include: hot patching per City requirements, slurry backfill, standard or engineered traffic control plans, trenching or excavation beyond standard pothole dimensions.

CCTV Exceptions

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

Traffic Control

Standard Traffic Control includes one lane closure with minimal signage not spanning an intersection. Extensive Traffic Control includes multiple lane closures, arrow boards, multiple signage requirements, spanning of intersections, flaggers, and other non-standard setups.

General Terms and Conditions for Services

Provided by C Below, Inc.
For the remainder of this document, C Below, Inc. will be referred to as CBI and the Owner or Owner's representative will be referred to as the CLIENT.

ANTICIPATED COSTS
CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime. The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

MINIMUM CHARGES
All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

WORKING HOURS
CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

SCHEDULING & CANCELLATION
A minimum of 24-hours notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of $75 per technician will apply. If services are canceled less than 24-hours before the scheduled start time, a fee of $75 per technician will apply.

PREVAILING WAGE
The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CBI to the Client.

CERTIFIED PAYROLL
Certified payroll requests will have a processing fee applied for each project, billed on every invoice in the amount of $75.00.

C.O.D.
Projects totaling less than $5,000.00 in services for Clients that have not submitted credit approval through the CBI accounting department shall be performed on Cash on Delivery (C.O.D.) basis. Prior to the start of our services the CBI technician will collect a check from the Client. For all other projects, please see the TERMS OF PAYMENT section of this document.

TERMS OF PAYMENT
The Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice, and will be subject to a monthly finance charge of 1.5% of invoice total for each month unpaid. All invoice errors or necessary corrections shall be submitted to CBI within fifteen (15) days of receipt of the invoice; thereafter the Client acknowledges the invoice is correct and valid for payment due to CBI. CBI reserves the right to terminate services to the Client without notice if the Client's account is not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to CBI. The Client waives any and all claims against CBI, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this agreement. In the event CBI deems it necessary to refer a past due account to an attorney or to file suit for collections, the Client agrees to pay all actual expenses and costs incurred there by, including CBI staff costs, actual attorney fees & costs, and all related costs in such litigation. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by CBI shall be in San Bernardino County, State of California.

INSURANCE
CBI carries all insurance required by law. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CBI. CBI will process Waiver of Subrogation, Additional Insured's, and Additional insurance certificates upon request from the Client. An additional charge of $150 will apply for each document required and will be invoiced to the Client.

REIMBURSABLE EXPENSES
Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by CBI exclusively for the project will be invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

SERVICE AUTHORIZATION
Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

PROPOSAL VALID DURATION
Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from proposal date.

CONTRACTUAL ADDITIONS

C Below will undertake professional responsibility for only the services provided pursuant to this Agreement, and only pursuant to the terms and conditions of this Agreement. In particular, and without limitation, C Below will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for site conditions of which it was not actually informed; for unauthorized modifications to or deviations from C Below's instruments of service or the use of unfinalized instruments of service for any purposes including bidding or cost estimating; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into C Below's instruments of service for ease of reference or otherwise; for the performance of the Project's contractors and materials suppliers; for construction means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies.

The services being provided for by C Below do not relieve the Client of the responsibility of having to comply with California Government Code §§4216 - 4216.9. It is expressly understood by the Client that C Below's services are not a substitute for compliance with California government Code §§4216 - 4216.9.

In recognition of the relative risks, rewards and benefits of the project to both the Client and C Below, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, C Below's total liability to the Client and to any other third party for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed C Below's fee or $5,000.00, whichever is less. Such causes include, but are limited to, C Below's negligence, strict liability, breach of contract or breach of warranty.

The Client waives all rights against C Below for damages caused by fire, water, wind or any other perils to the extent covered by any type of property insurance applicable to the claimed damage or loss. This waiver of subrogation shall be effective even though that person or entity would otherwise have a duty of indemnification.

The Client shall ensure that all of its contractors and subcontractors maintain General Liability Insurance (minimum of $1,000,000 per occurrence limits of coverage). Modified occurrence policies are not acceptable; any coverage exclusion in addition to standard ISO coverage forms must be noted and approved by C Below. The Client will require and make certain that its contractors and subcontractors list C Below as an additional insured using ISCO CG2010 1985 Form B or equivalent with no limitation to "ongoing operations" for each project C Below performs services for the Client. The additional insured endorsement or certificate must also contain a statement that "the protection afforded the additional insured hereunder shall be primary and any other coverage available to the additional insured shall be excess and non-contributing."

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Job No.	19-1504
Quote No.	Q-07866
Date:	11/5/2019 2:25:30 PM
Expires on:	12/5/2019 12:00:00 AM
Payment Terms:	

Please review all pages in this agreement on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement.

Signature: Effective Date:

Name (Print): Title:

Client Billing Information

Bill to Name

Attention

Address

City

State Zip

Email

C Below Signature: Effective Date:

C Below Name (Print): Title:

Please sign and email to Keith Choi at keithc@cbelow.com.

After C Below receives this signed agreement, **Dispatch** will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS!

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Chino, CA 91710
1-888-90-BELOW
Fax: (909) 606-6555

UTILITY LOCATING

Utility locating is an imperative first step prior to geotechnical excavation during pre-construction. Damaged lines are not only expensive to repair but can be extremely dangerous. Starting your project with the knowledge of the types and locations of underground utilities on the job site is an important and cost-effective way to ensure a safe and successful project.

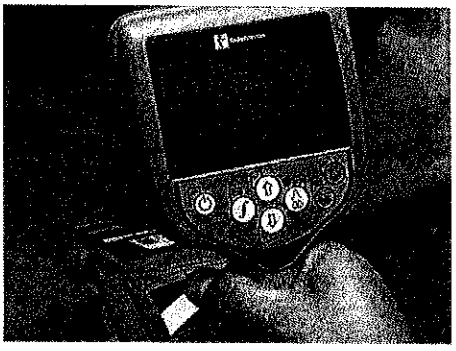
C Below has the ability to locate horizontal and vertical locations for all underground utilities including: water, gas, power, waste, communications and cable/TV.

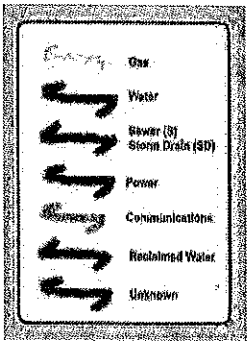
Our technicians will mark all indications directly on the surface of all surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices.

Once lines have been found, there are several options a technician can use for marking the utility locations. Spray paint is the most common but flags or whiskers are also utilized in areas that have heavy traffic, or where sprinklers may cause the paint to become unreadable prior to excavation. Computer-aided design or CAD drawings of our findings can also be provided upon request.

Our utility locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas need to be provided by the client. Should the area to be scanned not be accessible from the ground, the client will provide the means (man lift, scaffold, etc.) for our technician to properly perform their work.

For utility locating we locate all underground utilities using a standard electromagnetic utility locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a "tracer wire", all sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.







EXCEPTIONS

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to find these types of lines, please contact us for an additional quote.

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GROUND PENETRATING RADAR (GPR)

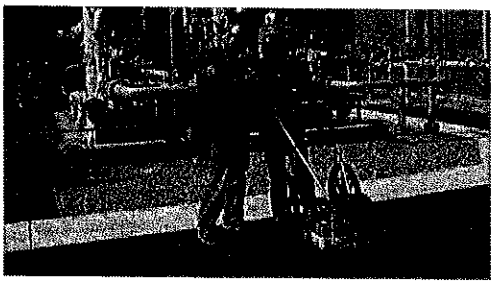
C Below uses GPR for locating reinforcing steel, prestressing strand, conduit and other indications in concrete and masonry structures. We use this method because it is one of the safest, fastest and most accurate methods currently available. With the ability to penetrate up to 18 inches of concrete, our technicians can map all indications directly on the scanning surface prior to coring, cutting or drilling. The survey results can also be saved and printed in 3-Dimensional detail providing a subsurface map for our client.

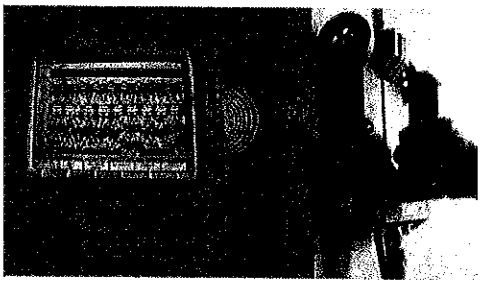
With such a large penetration range, GPR can be used with access to only one side of the scanning area with no need to place film on the opposite surface (as is needed with other methods). Our technicians determine the thickness of concrete and masonry structures to determine the spacing and depth of indications. In certain cases, the size of the indication can be estimated.

As these indications are found, they are displayed to the technician in real-time. They are displayed on the GPR monitor when changes in the conductivity of the scanned area represent locations of rebar, conduit, pipe, voids, and other objects located beneath the surface. Once located, the indication is marked in accordance with the APWA Uniform Color Code.

GPR is incredibly versatile and offers ease of use on job sites. It emits about 1% the power of a cell phone signal to perform its functions. Other methods require a safety perimeter around work areas. We prefer to use GPR because we are able to work in occupied sites and buildings where temporary evacuation is not an option. The equipment is very portable and can be moved to location quickly, making scanning of multiple areas a fast, efficient and manageable process. The practicality of this service supersedes traditional methods of utility locating, but it can also be used in conjunction with them.

With the ability to locate nonmetallic utilities up to 12 feet deep, you can be sure most lines will be identified.





EXCEPTIONS

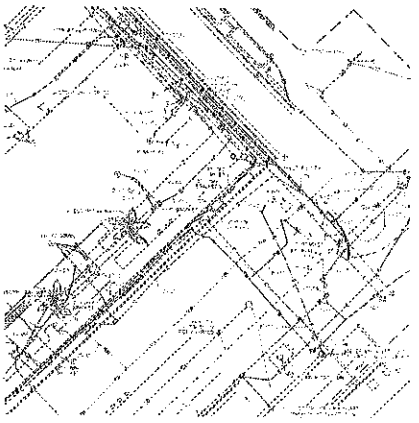
There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 16 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Size of indications are hard to determine as GPR readings are presented in a fashion that communicates location rather than the indication's expanse.

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UNDERGROUND MAPPING

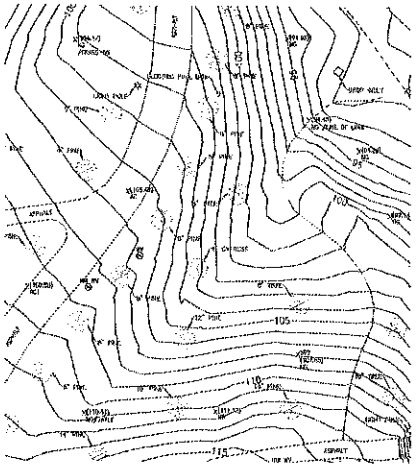
C Below will provide our client with electronic and/or printed documentation of our utility investigation when mapping is added to our locating scope of work. Utility locations will be plotted in a client provided site drawing with clear, easy to read detail. Each utility is labeled and color coded in accordance with the indications marked in the field. We prepare CAD drawings to ensure the industry's most accurate drawings. The details of these drawings are based upon client specifications. Some of these options include depth, pipe diameter and materials, connection points, and all unknown utilities.

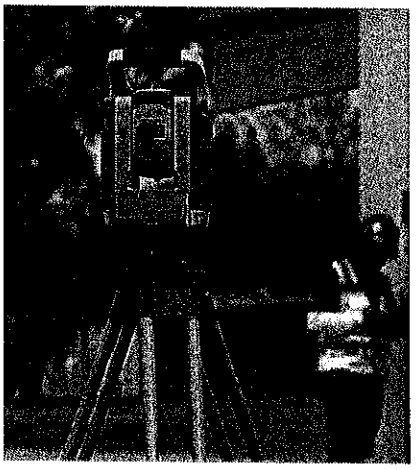


In addition to 36" x 24" prints, our drawings can also be saved in PDF format for simple distribution and viewing. Our detailed drawings can be used to provide designers and contractors with an overview of what to expect when performing site work. All mapping is done under the supervision of a licensed civil engineer.

ADDITIONAL SURVEYING SERVICES

In addition to mapping our utility location markings, we offer a full range of surveying services.





ADA

BOUNDARY

A.L.T.A./N.S.P.S

TOPOGRAPHIC

CROSS-SECTIONS

ENCUMBRANCE MAPS

ORTHO AERIAL PHOTOS

EXCEPTIONS

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

C BELOW
SUBSURFACE IMAGING

14280 Euclid Ave
Chino, CA 91710
1-888-90-BELOW
Fax: (909) 606-6555

POTHOLING

Potholing is also known as vacuum excavation and is used for the purpose of identifying the axis of an underground utility. When the utility is revealed, the type of material and utility size are documented. The data collected during these excavations are beneficial in all phases of construction. Based upon the soils conditions or scope, C Below will choose to use air or water to create the pothole. Potholes made to expose facilities encased in concrete, will stop at the encasement. The top of the encasement will then be recorded as the top of the facility.

After documenting our findings, each pothole will be backfilled, compacted, and a perm-a-patch or hot patch will be provided depending upon client specifications.

A potholing report complete with photographs are provided at the conclusion of the job documenting the location, utility found, depth to top of pipe, utility size, material and the soil conditions. If no utility is found within the predetermined depth of the pothole, it will be considered a dry hole. Additional holes may be necessary to provide a positive location of the utility.



C Below technicians performing potholing



Potholing equipment

PRICING & EXCEPTIONS

For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please see rate sheet for 'Out of Scope Hole' and the table below. Optional Services include: hotpatching per City requirements, stamped traffic control plans by an engineer, routine traffic control plans.

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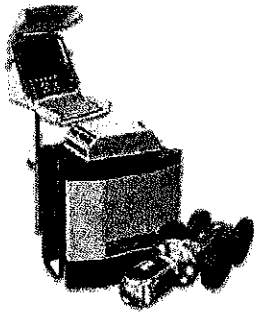
CCTV PIPE INSPECTION AND CRAWLER CAM

C Below provides video pipe inspection that will give vital information to help properly maintain utility and pipe facilities. We perform this service on sanitary sewer and storm drain lines specifically identified by the client or client's representative. CCTV pipe inspection includes trained personnel and the use of a push camera and/or crawler camera depending on the size of the line.

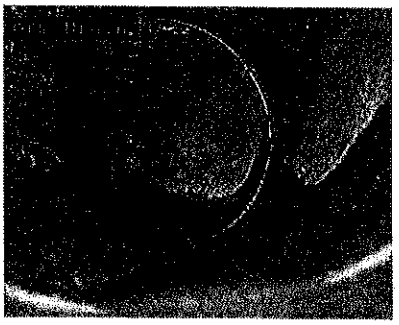
During this inspection, videos are recorded in full color MP4 files that can be viewed easily on all computers. Captions can be added to the video to help identify the technician findings. Our push cameras can video lines as small as 3" in diameter while our crawler cameras can do pipes upwards of 72". The video technology offers high quality assessment of all piping, including joints. We offer quick results with the ability to transfer video feed via USB and Bluetooth technology.

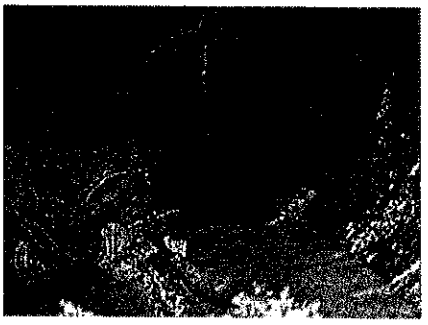
Standard details recorded during the inspection include: obstructions or blockages, root intrusion, structural damage, pipe offsets and flow conditions. Problem areas found will be identified on the surface for easy identification.

In the event that any blockage is found, we are able to provide water jetting to clear the obstructions. Sanitary Sewer and Storm Drain lines may contain debris and blockages that limit the ability to perform CCTV Pipe Inspection. C Below can arrange for an outside contractor to jet all lines prior to CCTV pipe inspection to ensure the full length of the pipe can be filmed.



CCTV Crawler Cam





Intact and damaged storm drains as recorded by our CCTV

EXCEPTIONS

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

GPR
Mapping
Potholing
Utility Locating
CCTV Pipe Inspection

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www.cbelow.com

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Exhibit A Walt
Utility locating and mapping
Legend
1220 W Orange Grove Ave
Untitled Polygon
e Grove Ave
Google Earth
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N
100 ft