BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, February 04, 2021

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

Virtual Meeting - Burbank, California

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

AGENDA

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

1. CALL TO ORDER

1.a NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the Closed Session will be held by teleconference to discuss matters on the Closed Session agenda, at 6:00 p.m. The teleconference (6:00 p.m.) and online meeting (7:00 p.m.) is held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom, which suspends certain requirements of the Ralph M. Brown Act. Balancing the health risks associated with the Coronavirus (COVID-19), while appreciating the public's right to conduct the people's business in a transparent and open manner, during the current State of Emergency and in the interest of public health and safety, most-and possibly all of the Board Members will be participating by teleconference. District facilities are closed to the public until further notice and the public will not be able to physically attend the Board of Education meeting. The Board will reconvene in Public Session at 7:00 p.m. The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

The Board of Education is committed to ensuring the health and safety of the entire Burbank Unified community. Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, Board of Education meetings will be closed to the public until social distancing directives have been lifted.

A new system has been implemented to allow Public Speakers to provide live comments. Please note that Public Comments will no longer be accepted via email or voicemail.

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

1. Public Speakers please email Kimberley Clark at kimberleyclark@burbankusd.org no later than 1 hour and 15 minutes prior to the start of the public meeting (before 5:45 p.m.) stating your full name and the topic you wish to speak about.
2. Speakers are asked to log into the Board meeting virtually through the Zoom invitation no later than 5.45 p.m. The meeting will open at 6:00 p.m. and will be locked at 6:45 promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting. Upon receipt of an email request, the Zoom meeting login details will be emailed to each individual speaker.
3. Speakers should rename their Zoom profile to indicate their real name to expedite this process.
4. When it is time for a speaker to address the Board, the speaker's name will be called and the microphone on the Zoom account will be activated. Speakers must be present in the Zoom meeting when their name is called in order to be given an opportunity to address the Board. Speakers are also requested to state their name prior to addressing the Board.
5. After a speaker completes their public comment or if the five-minute (5) time limit has been reached, the microphone for the speaker's Zoom profile will be muted.
6. The Zoom meeting will be closed following the Public Communications portion of the meeting.

If you have questions or need assistance regarding the process, please email Kimberley Clark at kimberleyclark@burbankusd.org or Rose Garcia at rosegarcia@burbankusd.org.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on February 4, 2021. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

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

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

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

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

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

3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960018415 and 960033887

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 the 2020-2021 Math Madness Winners and Special Recognitions
Peter Knapik, Director, Elementary Education, will introduce Jennifer Almer-Johnson, Curriculum Specialist, Joaquin Miller Elementary School, who will provide information regarding the Math Madness program and facilitate the recognition of the 2020-2021 Math Madness Winners and Special Recognitions.

9. OATH OF OFFICE

9.a Administration of the Oath of Office for Student Board Member
Steve Frintner, President, Board of Education, will administer the Oath of Office to Student Board Member Caleb Lopez, representing Monterey High School (MHS); who will serve as Student Board Member for the reminder of the 2020-2021 school year.

10. REPORTS FROM THE BOARD

10.a Student Representatives
Nadaly Jones, JBHS; Carmen Blanchard, BHS; and Caleb Lopez, MHS; will report on activities at their respective schools.

11. REQUESTS TO ADDRESS THE BOARD

11.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on February 4, 2021. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

11.b Staff Responses

11.c Board Members' Comments and Responses

12. REPORTS TO THE BOARD

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

12.b Report on Distance Learning
Matt Hill, Superintendent, will report on the progress of distance learning.

12.c Report on the Diversity, Equity, and Inclusion (DEI) Committee
Matt Hill, Superintendent, will report on the progress of the Diversity, Equity, and Inclusion (DEI) Committee, as presented.

DEI Update_020421.pdf

13. NEW AND/OR UNFINISHED BUSINESS

13.a Acceptance of Updated Actuarial Report as of June 30, 2020 – Governmental Accounting Standards Board (GASB) 74/75 Other Post-Employment Benefits (OPEB) and Direction on the Trust Contributions
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the updated actuarial report, as presented.

Actuary Study 2020.pdf

13.b Approval of Zoom Licensing for Distance Learning (COVID-19 Funds)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Zoom for Education licenses, effective February 5, 2021 through September 10, 2022, not to exceed $59,094.82, out of COVID-19 funds (01.0-74200.0-11100-10000-5840-7409000) and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Approval of Zoom Licensing.pdf

13.c Approval of Job Description for Director of Burbank Adult School, Independent Learning Academy and FACTS Program and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range B
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education Approve the job description for Director of Burbank Adult School, Independent Learning Academy and FACTS Program and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range B, effective as soon as the position is filled, as presented.

Director of Burbank Adult School.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_2nd Read_July 2020_020421.pdf

13.e Acceptance of Gifts

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

Gift Report_020421.pdf

14. CONSENT AGENDA

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

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

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960033887, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective January 14, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960033887 Settlement Agreement.docx.pdf

14.b Amended Final Settlement Agreement (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960018415, not to exceed $9,600 (01.0-65000.0-50010-36000-5813-7440000), effective March 13, 2020 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on April 16, 2020 at a total cost of $7,800. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the date to access services from May 13, 2020 to May 31, 2021 and it also increases the not to exceed amount by $1,800 for a total not to exceed of $9,600.

SPED Student 960018415_Amended_Settlement Agreement.docx.pdf

14.c Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of January 21, 2021, as presented.

Minutes.01.21.21.pdf

14.d Approval of Personnel Report Number 20-21-12

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 20-21-12, covering Certificated and Classified personnel, and consisting of Pages 1 to 13 inclusive, as presented.

Personnel Report.pdf

14.e 2020-2021 Purchase Order Report

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

2020-2021 Purchase Order Report.pdf

14.f Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $2,409,856.53, commercial warrants in the total amount of $6,691,758.53, 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 Approval of Non-Instructional Consultant Services

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

Approval of Non-Instructional Consultants.pdf

14.i Ratification of 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 to BUSD teachers for assessments, written reports and attend student IEP meetings, not to exceed $50,400 (01.0-65000.0-50010-36000-5813-7440000), effective January 4, 2021 through May 28, 2021 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Consultant Agreement_Professional Tutors_Ratification.pdf

14.j Ratification of 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 total Education Solutions, to provide Learning Loss Mitigation Intervention supports to students with IEPs, not to exceed $5,600 (01.0-32150.0-57602-11100-1130-7449000), effective January 19, 2021 through May 28, 2021 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Consultant Agreement_Total Education.pdf

14.k Acceptance of Ownership Change for Claims Administration Services, Hazelrigg Claims Management (HCMS) to Transfer Ownership to Tristar Risk Management, a California corporation (Tristar)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the ownership change for Claims Administration Services from Hazelrigg Claims Management (HCMS) to Tristar Risk Management, a California corporation (Tristar), as presented.

Hazelrigg Claims Mgmt New Ownership - Tristar.pdf

14.l Ratification of Addendum to Agreement for Audit Services, CliftonLarsonAllen

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the addendum to the agreement between the Burbank Unified School District and CliftonLarsonAllen LLP, to perform specific additional services, effective July 1, 2020 through June 30, 2021, not to exceed $3,000 (01.0-00000.0-00000-71900-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

CLA Attendance Tracking Addendum.pdf

14.m Approval Amended Agreement for Bond Accounting Software, California Financial Services (CFS) (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and California Financial Services (CFS) for the KeyAnalytics Services system effective July 1, 2019 through June 30, 2022, not to exceed $75,000 per year (21.0-00000.0-92000-85000-5840-7400021), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original agreement was Board approved June 6, 2019 for an annual fee of $60,000. This amendment is an increase of $15,000 due to the additional cost of .02 for OPSC revenue generation of $706,454 for Bret Hart Elementary school project.

CFS Amended Agreement.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

Diversity, Equity, and Inclusion (DEI) Committee Update

February 4, 2021

ENGAGEMENT UPDATE

- Developing a definition for engagement and goals for the remainder of the year.
  - Beginning the process to reach out to students to hear about how they want to engage with the DEI committee
  - Reaching out to PTA DEI committees to collect best practices
  - Continue to update DEI website to share resources and information https://www.burbankusd.org/dei
  - Nominate a Diversity Champion https://www.burbankusd.org/Page/2971

POLICY UPDATE

- The subcommittee completed the process of making suggestions and addressing concerns at it pertains to Board Policy on Instructional Materials.
- We are currently working through the Administrative Regulations for Instructional Materials.

INSTRUCTION UPDATE

- The committee is waiting on the expected approval of the Ethnic Studies framework in March.
- The committee has been updated on the progress of the curriculum work at elementary, which is being done by grade level teams.
- The committee has been updated on the progress of the work to revise the instructional material selection criteria with an equity lens.

SOCIAL EMOTIONAL UPDATE

- Resources have been identified and posted on the District's website
- An Social Emotional Learning (SEL) booklist for students, staff, and parents is posted on the website (the booklist been provided to the Burbank for Armenia group that is doing a library book donation drive in March)
- The subcommittee is going to contribute some suggested questions to the school satisfaction survey
- The Committee has accomplished its current tasks

Questions?

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Debbie Kukta, Assistant Superintendent, Administrative Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	February 4, 2021
SUBJECT:	Acceptance of Updated Actuarial Report as of June 30, 2020 – Governmental Accounting Standards Board (GASB) 74/75 Other Post-Employment Benefits (OPEB) and Direction on the Trust Contributions

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Background:

Governmental Accounting Standards Board (GASB) Statement Nos. 74 and 75 require public employers to perform an actuarial valuation to measure and disclose the value of the District's liability for providing retiree health care benefits. This valuation must be done every two years for a district the size of Burbank Unified.

Discussion/Issues:

Total Compensation Systems, Inc. prepared the current report based upon information as of June 30, 2020. The current report includes benefits for 436 retirees as well as 1,234 active employees who may become eligible to retire and receive benefits in the future.

Total OPEB Liability and Net OPEB Liability as of June 30, 2020 are as follows:

Total OPEB Liability	$ 74,872,739
Less Plan Fiduciary Net Position	(5,294,329)
Net OPEB Liability	$ 69,578,410

The Net OPEB Liability represents the unfunded portion of the liability that has been accrued through the valuation date. The actuarial present value of future benefits is $130,072,685. If the District were to place $124,778,356 ($130,072,685 minus $5,294,329 in current assets) in the Trust TODAY, assuming a 2.2% rate of return per year and all actuarial assumptions were exactly met, there would be enough to pay all expected benefits without any further contributions needed.

Fiscal Impact

The District is currently funding the "pay-as-you-go" cost of $1,876,565 for 2020-21 from the Trust Fund. The following table shows projections of future annual amounts needed to pay the District's share of retiree health costs including any implicit rate subsidy. At current projections,

the Trust Fund will only be able to fully fund the pay-as-you-go annual amount through the end of fiscal year 2021-22. During 2022-23, the balance in the Trust Fund will be exhausted and at least a portion of the 2022-23 payment will have to budgeted for, with the full pay-as-you-go amounts needing to be picked up in the District's budget starting in 2023-24.

Year Beginning July 1	Total	Certificated	Classified	Management
2020	$ 1,876,565	$ 969,075	$ 716,738	$ 190,752
2021	$ 2,149,555	$ 1,129,295	$ 832,178	$ 188,082
2022	$ 2,429,422	$ 1,310,921	$ 916,400	$ 202,101
2023	$ 2,678,215	$ 1,461,245	$ 1,019,506	$ 197,464
2024	$ 2,914,112	$ 1,606,118	$ 1,123,017	$ 184,977
2025	$ 3,162,069	$ 1,753,461	$ 1,219,139	$ 189,469
2026	$ 3,408,952	$ 1,957,360	$ 1,286,836	$ 164,756
2027	$ 3,624,804	$ 2,235,940	$ 1,235,181	$ 153,683
2028	$ 3,856,853	$ 2,402,687	$ 1,332,803	$ 121,363
2029	$ 4,150,290	$ 2,631,141	$ 1,378,128	$ 141,021

Recommendation

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the updated actuarial report, as presented.

Burbank Unified School District

Actuarial Study of
Retiree Health Liabilities Under GASB 74/75
Valuation Date: June 30, 2020
Measurement Date: June 30, 2020
For Fiscal Year-End: June 30, 2020

Prepared by:
Total Compensation Systems, Inc.

Date: December 16, 2020

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Burbank Unified School District

Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

This report was produced by Total Compensation Systems, Inc. for Burbank Unified School District to determine the liabilities associated with its current retiree health program as of a June 30, 2020 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2020. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2020 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2021 measurement date is provided on page 13.

B. Key Results

Burbank USD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2020 will be used directly for the June 30, 2020 Fiscal Year-End.

Key Results	**Current Year** *June 30, 2020 Measurement Date for June 30, 2020 Fiscal Year-End*	**Prior Year** *June 30, 2019 Measurement Date for June 30, 2019 Fiscal Year-End*
Total OPEB Liability (TOL)	$74,872,739	$56,767,801
Fiduciary Net Position (FNP)	$5,294,329	$6,278,270
Net OPEB Liability (NOL)	$69,578,410	$50,489,531
Service Cost *(for year following)*	$4,086,126	$2,512,624
Estimated Pay-as-you-go Cost *(for year following)*	$1,876,565	$1,825,580
GASB 75 OPEB Expense *(for year ending)*	$7,061,269	$5,254,243

Refer to results section beginning on page 10 or the glossary on page 28 for descriptions of the above items.

Key Assumptions	**Current Year** *June 30, 2020 Measurement Date for June 30, 2020 Fiscal Year-End*	**Prior Year** *June 30, 2019 Measurement Date for June 30, 2019 Fiscal Year-End*
Valuation Interest Rate	2.20%	3.36%
Expected Rate of Return on Assets	5.00%	6.00%
Long-Term Medical Trend Rate	4.00%	5.9% decreasing to 5.0% by 0.1% per year
Projected Payroll Growth	2.75%	3.00%

C. Summary of GASB 75 Accounting Results

1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2019 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2020 NOL. A more detailed version of this table can be found on page 12.

	TOL	***FNP***	***NOL***
Balance at June 30, 2019 Measurement Date	**$56,767,801**	**$6,278,270**	**$50,489,531**
Service Cost	$2,512,624	$0	$2,512,624
Interest on TOL / Return on FNP	$1,923,092	$415,076	$1,508,016
Employer Contributions	$0	$297,738	($297,738)
Benefit Payments	($1,687,738)	($1,687,738)	$0
Administrative Expenses	$0	($9,017)	$9,017
Experience (Gains)/Losses	$3,116,336	$0	$3,116,336
Changes in Assumptions	$12,240,624	$0	$12,240,624
Other	$0	$0	$0
Net Change during 2019-20	$18,104,938	($983,941)	$19,088,879
Actual Balance at June 30, 2020 Measurement Date	**$74,872,739**	**$5,294,329**	**$69,578,410**

2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 25.

Balances at June 30, 2020 Fiscal Year-End	*Deferred Outflows*	*Deferred Inflows*
Differences between expected and actual experience	$2,773,881	($4,562,659)
Changes in assumptions	$22,058,401	$0
Differences between projected and actual return on assets	$133,976	($92,790)
Total	$24,966,258	($4,655,449)

To be recognized fiscal year ending June 30:	*Deferred Outflows*	*Deferred Inflows*
2021	$3,821,772	($870,510)
2022	$3,821,770	($870,510)
2023	$3,754,783	($870,511)
2024	$3,754,783	($861,007)
2025	$3,754,783	($844,937)
Thereafter	$6,058,367	($337,974)
Total	$24,966,258	($4,655,449)

3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

To be recognized fiscal year ending June 30, 2020	*Expense Component*
Service Cost	$2,512,624
Interest Cost	$1,923,092
Expected Return on Assets	($334,726)
Administrative Expenses	$9,017
Recognition of Experience (Gain)/Loss Deferrals	($502,482)
Recognition of Assumption Change Deferrals	$3,412,328
Recognition of Investment (Gain)/Loss Deferrals	$41,416
Employee Contributions	$0
Changes in Benefit Terms	$0
Net OPEB Expense for fiscal year ending June 30, 2020	$7,061,269

***** May include a slight rounding error.

4. Adjustments

We are unaware of any adjustments that need to be made.

5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

Net OPEB Liability at June 30, 2020 Measurement Date	*Discount Rate*	*Healthcare Trend Rate*
1% Decrease in Assumption	$80,267,937	$58,183,432
Current Assumption	$69,578,410	$69,578,410
1% Increase in Assumption	$60,784,247	$84,179,687

D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

	Certificated	*Classified*	*Management*
Benefit types provided	Medical	Medical & Vision	Medical
Duration of Benefits*	Lifetime	Lifetime	Lifetime
Required Service	15 years	15 years	15 years**
Minimum Age	55	55	55
Dependent Coverage	Yes	Yes	Yes
District Contribution %	100% of retiree only premium	100% of retiree only premium	100% of retiree only premium
District Cap	$12,000 annually	$3,468 annually***	$12,000 annually

*Employees are only eligible for the PEMHCA minimum employer contribution once they reach age 65.
**Management employees with 5 years of continuous management service are eligible for retiree medical benefits.
***Those who were hired prior to 8/1/2004 are not subject to the district cap.

This valuation does not reflect any cash benefits paid unless the cash benefits are limited to be used for or reimburse the retiree's cost of health benefits and TCS was made aware of the existence of such cash benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under applicable Governmental Accounting Standards Board (GASB) Standards.

E. Summary of Valuation Data

This report is based on census data provided to us as of June, 2020. Distributions of participants by age and service can be found on page 18.

	Current Year *June 30, 2020 Valuation Date* *June 30, 2020 Measurement Date*	**Prior Year** *July 1, 2019 Valuation Date* *June 30, 2019 Measurement Date*
Active Employees eligible for future benefits		
Count	1234	1293
Average Age	48.0	47.2
Average Years of Service	13.9	13.4
Retirees currently receiving benefits		
Count	436	377
Average Age	71.6	71.8

We were not provided with information about any terminated, vested employees.

F. Certification

The actuarial information in this report is intended solely to assist Burbank USD in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Burbank USD. Release of this report may be subject to provisions of the Agreement between Burbank USD and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2019 to June 30, 2020, using a measurement date of June 30, 2020. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Burbank USD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.

- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

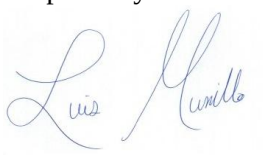
Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Burbank USD and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of

Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Luis Murillo, ASA, MAAA
Actuary
Total Compensation Systems, Inc.
(805) 496-1700

PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Burbank USD. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Burbank USD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2020 at 2.20% interest.

For any ***current retirees***, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2020 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an "implicit rate subsidy").

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method" and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the "entry age actuarial cost method". Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee's projected pay.

D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current ***cost of retiree health benefits*** (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The ***"trend" rate*** at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A "cap" on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- ***Mortality rates*** varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- ***Employment termination rates*** have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The ***service requirement*** reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- ***Retirement rates*** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.

- ***Participation rates*** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.

- The ***discount rate*** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.

- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.

- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.

- Liability changes resulting from plan changes, for example, cannot be deferred.

F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

Actuarial Present Value of Projected Benefit Payments as of June 30, 2020 Valuation Date

	Total	*Certificated*	*Classified*	*Management*
Active: Pre-65 Benefit	$59,605,379	$43,943,755	$14,019,542	$1,642,082
Post-65 Benefit	$50,629,581	$30,977,619	$18,363,880	$1,288,082
Subtotal	$110,234,960	$74,921,374	$32,383,422	$2,930,164
Retiree: Pre-65 Benefit	$4,570,477	$2,311,285	$1,535,918	$723,274
Post-65 Benefit	$15,267,248	$8,795,486	$5,583,414	$888,348
Subtotal	$19,837,725	$11,106,771	$7,119,332	$1,611,622
Grand Total	$130,072,685	$86,028,145	$39,502,754	$4,541,786
Subtotal Pre-65 Benefit	$64,175,856	$46,255,040	$15,555,460	$2,365,356
Subtotal Post-65 Benefit	$65,896,829	$39,773,105	$23,947,294	$2,176,430

2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

Service Cost Valuation Year Beginning July 1, 2020

	Total	*Certificated*	*Classified*	*Management*
# of Eligible Employees	1,234	676	523	35
First Year Service Cost				
Pre-65 Benefit	$2,166,127	$1,454,752	$640,675	$70,700
Post-65 Benefit	$1,919,999	$1,071,460	$796,529	$52,010
Total	$4,086,126	$2,526,212	$1,437,204	$122,710

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

Total OPEB Liability and Net OPEB Liability as of June 30, 2020 Valuation Date

	Total	*Certificated*	*Classified*	*Management*
Active: Pre-65 Benefit	29,679,751	$21,151,117	$7,687,893	$840,741
Active: Post-65 Benefit	$25,355,263	$14,560,699	$10,079,947	$714,617
Subtotal	$55,035,014	$35,711,816	$17,767,840	$1,555,358
Retiree: Pre-65 Benefit	$4,570,477	$2,311,285	$1,535,918	$723,274
Retiree: Post-65 Benefit	$15,267,248	$8,795,486	$5,583,414	$888,348
Subtotal	$19,837,725	$11,106,771	$7,119,332	$1,611,622
Subtotal: Pre-65 Benefit	$34,250,228	$23,462,402	$9,223,811	$1,564,015
Subtotal: Post-65 Benefit	$40,622,511	$23,356,185	$15,663,361	$1,602,965
Total OPEB Liability (TOL)	$74,872,739	$46,818,587	$24,887,172	$3,166,980
Fiduciary Net Position as of June 30, 2020	$5,294,329			
Net OPEB Liability (NOL)	$69,578,410			

4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be ***in***accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

Year Beginning July 1	*Total*	*Certificated*	*Classified*	*Management*
2020	$1,876,565	$969,075	$716,738	$190,752
2021	$2,149,555	$1,129,295	$832,178	$188,082
2022	$2,429,422	$1,310,921	$916,400	$202,101
2023	$2,678,215	$1,461,245	$1,019,506	$197,464
2024	$2,914,112	$1,606,118	$1,123,017	$184,977
2025	$3,162,069	$1,753,461	$1,219,139	$189,469
2026	$3,408,952	$1,957,360	$1,286,836	$164,756
2027	$3,624,804	$2,235,940	$1,235,181	$153,683
2028	$3,856,853	$2,402,687	$1,332,803	$121,363
2029	$4,150,290	$2,631,141	$1,378,128	$141,021

G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2019 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2020 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	TOL	*FNP*	*NOL*
Balance at June 30, 2019	**$56,767,801**	**$6,278,270**	**$50,489,531**
Service Cost	$2,512,624	$0	$2,512,624
Interest on Total OPEB Liability	$1,923,092	$0	$1,923,092
Expected Investment Income	$0	$334,726	($334,726)
Administrative Expenses	$0	($9,017)	$9,017
Employee Contributions	$0	$0	$0
Employer Contributions to Trust	$0	$0	$0
Employer Contributions as Benefit Payments	$0	$297,738	($297,738)
Actual Benefit Payments from Trust	($1,390,000)	($1,390,000)	$0
Actual Benefit Payments from Employer	($297,738)	($297,738)	$0
Expected Minus Actual Benefit Payments**	$109,280	$0	$109,280
Expected Balance at June 30, 2020	**$59,625,059**	**$5,213,979**	**$54,411,080**
Experience (Gains)/Losses	$3,007,056	$0	$3,007,056
Changes in Assumptions	$12,240,624	$0	$12,240,624
Changes in Benefit Terms	$0	$0	$0
Investment Gains/(Losses)	$0	$80,350	($80,350)
Other	$0	$0	$0
Net Change during 2020	$18,104,938	($983,941)	$19,088,879
Actual Balance at June 30, 2020*	**$74,872,739**	**$5,294,329**	**$69,578,410**

***** May include a slight rounding error.
****** Deferrable as an Experience Gain or Loss.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Burbank USD is shown beginning on page 25. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2020

	Beginning Balance	*Change Due to New Deferrals*	*Change Due to Recognition*	*Ending Balance*
Experience (Gains)/Losses	($5,407,596)	$3,116,336	$502,482	($1,788,778)
Assumption Changes	$13,230,105	$12,240,624	($3,412,328)	$22,058,401
Investment (Gains)/Losses	$162,952	($80,350)	($41,416)	$41,186
Deferred Balances	$7,985,461	$15,276,610	($2,951,262)	$20,310,809

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

OPEB Expense Fiscal Year Ending June 30, 2020

	Beginning Net Position	*Ending Net Position*	*Change*
Net OPEB Liability (NOL)	$50,489,531	$69,578,410	$19,088,879
Deferred Balances	$7,985,461	$20,310,809	$12,325,348
Net Position	$42,504,070	$49,267,601	$6,763,531
Adjust Out Employer Contributions			$297,738
OPEB Expense			$7,061,269

H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined "roll-forward" valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer considers or puts in place an early retirement incentive program.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer desires the measured liability to incorporate more recent census data or assumptions.
- The employer forms a qualifying trust or changes its investment policy.
- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We anticipate that the next valuation we perform for Burbank USD will be a roll-forward valuation with a measurement date of June 30, 2021 which will be used for the fiscal year ending June 30, 2021. Please let us know if Burbank USD would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

PART III: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Burbank USD to understand that the appropriateness of all selected actuarial assumptions and methods are Burbank USD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Burbank USD's actual historical experience, and TCS's judgment based on experience and training.

A. ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

SUBSTANTIVE PLAN: As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Burbank USD regarding practices with respect to employer and employee contributions and other relevant factors.

B. ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 2.75% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 2.20% per year net of expenses. This is based on assumed long-term return on employer assets.. We used the "Building Block Method". (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

TREND: We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

FIDUCIARY NET POSITION (FNP): The following table shows the beginning and ending FNP numbers that were provided by Burbank USD.

Fiduciary Net Position as of June 30, 2020

	06/30/2019	*06/30/2020*
Cash and Equivalents	$0	$0
Contributions Receivable	$0	$0
Total Investments	$6,278,270	$5,294,329
Capital Assets	$0	$0
Total Assets	$6,278,270	$5,294,329
Benefits Payable	$0	$0
Fiduciary Net Position	$6,278,270	$5,294,329

C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

MORTALITY

Participant Type	*Mortality Tables*
Certificated	2020 CalSTRS Mortality
Classified	2017 CalPERS Mortality for Miscellaneous and Schools Employees

RETIREMENT RATES

Employee Type	*Retirement Rate Tables*
Certificated	Hired 2012 and before. 2020 CalSTRS 2.0%@60 Rates
	Hired 2013 and after. 2020 CalSTRS 2.0%@62 Rates
Classified	Hired 2012 and before. 2017 CalPERS 2.0%@55 Rates for Schools Employees
	Hired 2013 and after. 2017 CalPERS 2.0%@62 Rates for Schools Employees
Management	Hired 2012 and before. 2017 CalPERS 2.0%@55 Rates for Schools Employees
	Hired 2013 and after. 2017 CalPERS 2.0%@62 Rates for Schools Employees

COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 64.3% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

Participant Type	*Future Retirees Pre-65*	*Future Retirees Post-65*
Certificated	District Contribution: $9,676	$1,692
	Implicit Subsidy Rate: $6,222	
Classified	District Contribution: $8,969	$1,692
	Implicit Subsidy Rate: $5,767	
Management	District Contribution: $9,962	$1,692
	Implicit Subsidy Rate: $6,406	

PARTICIPATION RATES

Employee Type	*<65 Non-Medicare Participation %*	*65+ Medicare Participation %*
Certificated	100% for supplemental benefit	70%
	70% for PEMHCA minimum contribution	
Classified	100% for supplemental benefit	70%
	70% for PEMHCA minimum contribution	
Management	100% for supplemental benefit	70%
	70% for PEMHCA minimum contribution	

TURNOVER

Employee Type	*Turnover Rate Tables*
Certificated	2020 CalSTRS Termination Rates
Classified	2017 CalPERS Termination Rates for School Employees
Management	2017 CalPERS Termination Rates for School Employees

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

AGING FACTORS

The aging factors used were based on information provided by CalPERS labeled: CalPERS Health Plan (PEMHCA) Implicit Subsidy Data for Calendar Year 2017.

PART IV: APPENDICES

APPENDIX A: DEMOGRAPHIC DATA BY AGE

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS

Age	*Total*	*Certificated*	*Classified*	*Management*
Under 25	4	3	1	0
25 – 29	59	31	27	1
30 – 34	120	81	36	3
35 – 39	149	98	49	2
40 – 44	140	85	51	4
45 – 49	174	105	62	7
50 – 54	228	129	93	6
55 – 59	187	86	96	5
60 – 64	119	39	73	7
65 and older	54	19	35	0
Total	1234	676	523	35

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE

	Total	*Under 5 Years of Service*	*5 – 9 Years of Service*	*10 – 14 Years of Service*	*15 –19 Years of Service*	*20 – 24 Years of Service*	*25 – 29 Years of Service*	*30 – 34 Years of Service*	*Over 34 Years of Service*
Under 25	4	4							
25 – 29	59	51	8						
30 – 34	120	60	49	9	2				
35 – 39	149	62	36	41	9	1			
40 – 44	140	39	24	33	34	8	2		
45 – 49	174	40	24	23	28	45	13	1	
50 – 54	228	34	30	41	28	40	42	11	2
55 – 59	187	20	19	21	30	42	33	18	4
60 – 64	119	6	10	12	29	26	17	14	5
65 and older	54	2	3	5	11	14	10	7	2
Total	1234	318	203	185	171	176	117	51	13

ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS

Age	*Total*	*Certificated*	*Classified*	*Management*
Under 50	1	1	0	0
50 – 54	2	2	0	0
55 – 59	15	3	7	5
60 – 64	78	41	32	5
65 – 69	97	54	38	5
70 – 74	119	78	36	5
75 – 79	63	30	28	5
80 – 84	31	10	21	0
85 – 89	21	14	6	1
90 and older	9	6	3	0
Total	436	239	171	26

APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Burbank USD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Burbank USD's practices, it is possible that Burbank USD is already complying with some or all of these suggestions.

- We suggest that Burbank USD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Burbank USD should determine whether the benefit is material and subject to GASB 74 and/or 75.

- Under GASB 75, it is important to isolate the cost of retiree health benefits. Burbank USD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – ***even on a retiree-pay-all basis*** – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Burbank USD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

- Burbank USD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

- Several assumptions were made in estimating costs and liabilities under Burbank USD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Burbank USD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Burbank USD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

Paragraph 50: **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Burbank USD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	436
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	1234
Total Number of participants	1670

*We were not provided with information about any terminated, vested employees

Paragraph 51: **Significant Assumptions and Other Inputs**

Shown in Appendix C.

Paragraph 52: **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Burbank USD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2017 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2020 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2020 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.
Mortality Table	2017 CalPERS Retiree Mortality for All Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Retiree Mortality for All Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Retirement Tables

Retirement Table	2017 CalPERS 2.0%@55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0%@55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2017 CalPERS 2.0%@62 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0%@62 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0%@60 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0%@60 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0%@62 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0%@62 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Tables

Turnover Table	2017 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2017 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Table	2020 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2020 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	$58,183,432	$69,578,410	$84,179,687

Paragraph 53: **Discount Rate**

The following information is intended to assist Burbank USD to comply with Paragraph 53 requirements.

53.a: A discount rate of 2.20% was used in the valuation. The interest rate used in the prior valuation was 3.36%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 28 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 50 basis points.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2020 and rounded the rate resulting in a rate of 2.20%.

53.e: We used the municipal bond rate beyond 3 years to result in an equivalent valuation rate of 2.20%.

53.f: Following is the assumed asset allocation and assumed rate of return for each.
Burbank USD Retiree Benefits Trust - Burbank USD

Asset Class	Percentage of Portfolio	Assumed Gross Return
All Equities	10.0000	7.7950
All Fixed Income	90.0000	4.5000

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	$80,267,937	$69,578,410	$60,784,247

Paragraph 55: **Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

Paragraph 56: **Additional Net OPEB Liability Information**

The following information is intended to assist Burbank USD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2020.
The measurement date is June 30, 2020.
56.b: We are not aware of a special funding arrangement.
56.c: The interest assumption changed from 3.36% to 2.20%. Assumed rates of retirement, termination, and mortality have been updated to align with those currently being used by the statewide pension system. The medical trend rate assumption has been changed to 4.0% for all years from a schedule starting at 6.5% decreasing to 5.0% by 0.1% per year. The medical CPI has been changed to 4.0% from 3.50%. The implicit rate subsidy changed to 64.3%.
56.d: There were no changes in benefit terms since the prior measurement date.
56.e: Not applicable
56.f: To be determined by the employer
56.g: To be determined by the employer
56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D
56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

Paragraph 57: **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.
57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 28 years.
57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

Paragraph 58: **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 28 years.

Paragraph 244: **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

EXPERIENCE GAINS AND LOSSES

			Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)								
Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2019	2020	Amounts to be Recognized in OPEB Expense after 2020	2021	2022	2023	2024	2025	Thereafter
2018-19	($6,252,533)	7.4	($844,937)	($844,937)	($4,562,659)	($844,937)	($844,937)	($844,937)	($844,937)	($844,937)	($337,974)
2019-20	$3,116,336	9.1	$0	$342,455	$2,773,881	$342,455	$342,455	$342,455	$342,455	$342,455	$1,061,606
Net Increase (Decrease) in OPEB Expense			**($844,937)**	**($502,482)**	**($1,788,778)**	**($502,482)**	**($502,482)**	**($502,482)**	**($502,482)**	**($502,482)**	**$723,632**

CHANGES OF ASSUMPTIONS

			Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)								
Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2019	2020	Amounts to be Recognized in OPEB Expense after 2020	2021	2022	2023	2024	2025	Thereafter
2018-19	$15,297,309	7.4	$2,067,204	$2,067,204	$11,162,901	$2,067,204	$2,067,204	$2,067,204	$2,067,204	$2,067,204	$826,881
2019-20	$12,240,624	9.1	$0	$1,345,124	$10,895,500	$1,345,124	$1,345,124	$1,345,124	$1,345,124	$1,345,124	$4,169,880
Net Increase (Decrease) in OPEB Expense			**$2,067,204**	**$3,412,328**	**$22,058,401**	**$3,412,328**	**$3,412,328**	**$3,412,328**	**$3,412,328**	**$3,412,328**	**$4,996,761**

INVESTMENT GAINS AND LOSSES

				Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)								
Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2019	2020	Amounts to be Recognized in OPEB Expense after 2020	2021	2022	2023	2024	2025	Thereafter
2017-18	$334,943	5	$133,978	$66,989	$133,976	$66,989	$66,987				
2018-19	($47,516)	5	($9,503)	($9,503)	($28,510)	($9,503)	($9,503)	($9,504)			
2019-20	($80,350)	5	$0	($16,070)	($64,280)	($16,070)	($16,070)	($16,070)	($16,070)		
Net Increase (Decrease) in OPEB Expense			**$124,475**	**$41,416**	**$41,186**	**$41,416**	**$41,414**	**($25,574)**	**($16,070)**	**$0**	**$0**

APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Cost Method:	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
Actuarial Present Value of Projected Benefit Payments:	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
Deferred Inflows/Outflows of Resources:	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
Discount Rate:	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
Fiduciary Net Position:	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
Implicit Rate Subsidy:	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
Measurement Date:	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
Mortality Rate:	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
Net OPEB Liability (NOL):	The Total OPEB Liability minus the Fiduciary Net Position.
OPEB Benefits:	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
OPEB Expense:	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
Participation Rate:	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

Pay As You Go Cost:	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
Retirement Rate:	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
Service Cost:	The annual dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
Service Requirement:	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
Total OPEB Liability (TOL):	The amount of the actuarial present value of projected benefit payments attributable to participants' past service based on the actuarial cost method used.
Trend Rate:	The rate at which the employer's share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
Turnover Rate:	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
Valuation Date:	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can't be more than 30 months prior.

Burbank Unified School District

February 4, 2021

Retiree Health Benefits under GASB 74/75

June 30, 2020 Actuarial Valuation

Luis Murillo, ASA, MAAA, FCA

TCS, Inc

Presentation Outline - Retiree Health Benefits

- Current Benefit Structure
- Purpose of Valuation
- Current Valuation Results
- Next Fiscal Year

Current Benefits

- Coverage for Medical for Certificated, Classified, and Management Employees
  - Lifetime benefits
  - District pays 100% of retiree only premium until age 65
  - Upon reaching age 65 benefit is PEMHCA minimum employer contribution
  - Dependents are covered
- Requires retirement on or after Age 55 with 15 years of service

Current Counts

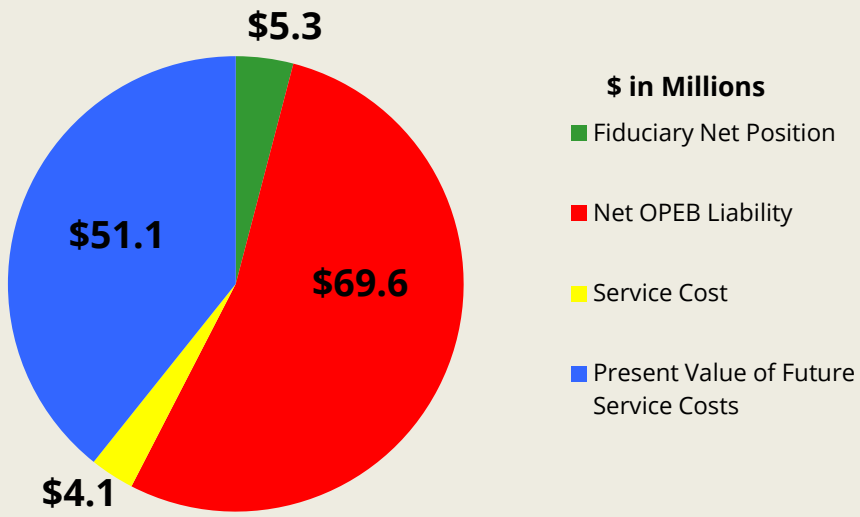
- 1,234 Employees
  - 676 Certificated
  - 523 Classified
  - 35 Management
- 436 Retirees

Purpose of Valuation

- **Estimate the expected benefit payments for all future years**
- **Calculate the present value of all future expected benefit payments**
- **Attribute the present value of all future benefits to:**
  - **Past service (Total OPEB Liability = $74.9M)**
  - **Present service (Service Cost = $4.1M)**
  - **Future service (Present Value of Future Service Costs = $51.1M)**

Fiscal Year	Expected Payments
2020/21	$ 1,876,565
2021/22	$ 2,149,555
2022/23	$ 2,429,422
2023/24	$ 2,678,215
2024/25	$ 2,914,112
2025/26	$ 3,162,069
2026/27	$ 3,408,952
2027/28	$ 3,624,804
2028/29	$ 3,856,853
2029/30	$ 4,150,290

Present Value of Future Benefits is $130.1



June 30, 2020 Valuation Results

$ in millions	TOL	FNP	NOL
Balance at June 30, 2019	**$56.8**	**$6.3**	**$50.5**
Change	$18.1	($1.0)	$19.1
Balance at June 30, 2020	**$74.9**	**$5.3**	**$69.6**

- Four categories of why the Net OPEB Liability changed over last year:
  - Predictable changes **+$4.0M**
    - New benefits earned
    - Interest on liability
    - Expected investment income
  - Unpredictable changes **+$3.1M**
    - Experience gains (caused by changes in demographics and healthcare costs)
  - District contributions **-$0.3M**
    - As benefit payments (pay-as-you-go cost)
    - To the trust
  - Assumption Changes +**$12.3M**

Looking Ahead to June 30, 2021

- Anticipate performing a roll-forward valuation
  - GASB 75 requires full valuation to be performed every two years
  - This allows for streamlined roll-forward valuations to be performed in the off-years
  - Will reflect up-to-date asset value
- If design changes are made or irregular demographic shifts occur, full valuation should be considered
- Expected pay-as-you-go cost for FYE2021 is $1,876,565

Thank you!

Questions???

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:	February 4, 2021
SUBJECT:	Approval of Zoom Licensing for Distance Learning

Background:

The Burbank Unified School District began fall 2020 instruction in a 100% distance learning model. This required all our teachers to provide instruction online in a combination of synchronous and asynchronous instruction. In order to provide teachers with a variety of proven resources, the District recommends the purchase of Zoom licenses for education. A survey of our teachers revealed that about half of District teachers use Zoom and/or Google Meet for their live instruction. The Education version of Zoom provides teachers with more tools such as closed captioning, polling and session reporting. In addition, with this package, the District will have access to webinars for large audiences with (1) 1,000-attendee webinar and (1) 500-attendee webinar and increased accessibility.

District Wide Goals for 2020-2021:

1. Improve learning and achievement for targeted subgroups of students.
2. Improve learning and achievement for all students.

Discussion/Issues:

As the District continues to plan for reopening school in the fall, the additional licenses are tools that will help to support teachers in either the hybrid or 100% distance learning model. The software is in current use in elementary schools and is recommended by teachers.

Fiscal Impact:

The cost of 1,600 licenses is $59,094.82 to be paid for out of COVID-19 funds.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Zoom for Education licenses effective February 5, 2021 through September 10, 2022, not to exceed $59,094.82, out of COVID-19 funds (01.0-74200.0-11100-10000-5840-7409000) and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

zoom

Amendment Form Number: Q763695
Valid Until: 02/13/2021

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA
Email: jim.sigman@zoom.us

Billed To	**Sold To**
Customer: Burbank Unified School District - main **Contact Name:** Rick Vonk 1900 W. Olive Ave. Burbank, California 91506, United States **Email Address:** rickvonk@burbankusd.org **Phone:** (+1) 8187293404	**Customer:** Burbank Unified School District - main **Contact Name:** Rick Vonk 1900 W. Olive Ave. Burbank, California 91506, United States **Email Address:** rickvonk@burbankusd.org **Phone:** (+1) 8187293404
Auto Renew: Yes **Term End Date** (co-terminus with the existing contract): 09/10/2022 **Initial Paid Subscription Term:** 24 Month **Renewal Subscription Term:** 12 Month **Paid Period Start Date:** 01/21/2021	**Billing Method:** Email **Currency:** USD **Payment Method:** Other **Payment Term:** Net 30

This Zoom Amendment Form is for adjusting or amending an existing Order Form, or for the purchase of the Zoom licenses and services set forth below. The use and delivery of any services provided for herein shall be governed by Zoom Terms of Service found at http://www.zoom.us/terms (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

9/2021 - 9/2022 Now - 9/2021

AMENDMENT	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	EXTENDED TOTAL	ESTIMATED PRORATED AMOUNT
New Rate Plan "Education Annual"	Education Annual	Annual	1600	USD 25.00	USD 40,000.00	USD 25,424.66
New Rate Plan "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	1	USD 0.00	USD 0.00	USD 0.00
New Rate Plan "Webinar 500 Annual"	Webinar 500 Annual	Annual	1	USD 0.00	USD 0.00	USD 0.00
Removed Rate Plan "Education Annual"	Education Annual	Annual	-43	USD 90.00	USD -3,870.00	USD -2,459.84

(Before Taxes)	
Annual Incremental Spend:	**USD 36,130.00**
Associated Invoice Amount:	**USD 22,964.82**
	$59,094.82

Other Terms & Notes

Special Notes:

The first Invoice amount from this Quote will be prorated based on the existing subscription billing cycle date and thus invoice amount will be different from the above Monthly and Annual Incremental Spend.

Should Customer's existing subscription term be extended via this Amendment order, the revised subscription term will apply to Customer's entire existing subscription.

Other:

Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

Zoom EDU licenses are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

The customer acknowledges that the Estimated Prorated Amount reflected in the Order Form herein may be subject to change (e.g. based on the provisioning date of the Order Form and other applicable factors) and is provided for informational purposes only.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.

Professional Services, if purchased, will be presented in a separate Order Form.

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name:
Date:
Zoom Service Effective Date: 01/21/2021
PO # (If Applicable):
VAT # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to billing@zoom.us. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	February 4, 2021
SUBJECT:	Approval of Job Description for Director of Burbank Adult School, Independent Learning Academy and FACTS Program and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range B

Background:
With the anticipated vacancy for the Director of Adult School, ILA and FACTS, the job description is being submitted for review and approval to reflect the current job responsibilities and new salary range.

Discussion/Issues:
The Director of Burbank Adult School, Independent Learning Academy and FACTS Program will work under the direction of the Assistant Superintendent for Instructional Services. This individual will maintain accreditation, provide general direction and will coordinate all phases of the educational program of the Burbank Adult School, which includes the FACTS program, and the Burbank Independent Learning Academy.

Fiscal Impact:
This restructure will result in a salary savings of approximately $53,000 and the position will be funded through site funds.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education Approve the job description for Director of Burbank Adult School, Independent Learning Academy and FACTS Program and Placement on Exhibit A, Certificated Supervisors and Managers Salary Schedule, Range B, effective as soon as the position is filled, as presented.

Director of Burbank Adult School, Independent Learning Academy and FACTS Program

Requirements of Position:

- valid Administrative Service Credential
- Master's Degree from an accredited university
- at least five years of experience as a school administrator
- at least 5 years teaching experience
- experience in adult/vocational setting preferred

Functions of Position:

- Organize, provide general direction, and coordinate all phases of the educational program of the Burbank Adult School, which includes the Foothill Area Community Transition Services ("FACTS") program, and the Burbank Independent Learning Academy, in accordance to district policies as you will be the principal for both programs.
- Develop and coordinate the curriculum and the assessment tools of the Burbank Adult School and the Burbank Independent Learning Academy.
- Supervise classroom instructional methods and procedures.
- Supervise and evaluate all employees at the Burbank Adult School, and the Independent Learning Academy.
- Supervise the selection and use of instructional materials and equipment.
- Supervise the operations of all school buildings and grounds within the Burbank Adult School and the Burbank Independent Learning Academy.
- Supervise the use of the plant at the Burbank Adult School and the Burbank Independent Learning Academy.
- Develop and direct the school programs and foster community relations at the Burbank Adult School and the Burbank Independent Learning Academy.
- Develop, monitor and implement a school budget for the Burbank Adult School and the Burbank Independent Learning Academy in accordance with state and federal guidelines.
- Assist in the selection of personnel at the Burbank Adult School and the Burbank Independent Learning Academy.
- Prepare an annual report or periodic reports on the work of the schools.
- Work with the administrative staff within the district to ensure compliance with all federal, state ad district policies.
- Collaborate with all stakeholders to ensure accountability, student achievement and effective and efficient programs at the Burbank Adult School and the Burbank Independent Learning Academy.
- Maintain accreditation at both the Burbank Adult School and the Independent Learning Academy.
- Supervise the development and implementation of Students' IEPs, including attending IEP meetings as Administrator.

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2017

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A	Director, Secondary Education	220	116,934	122,495	128,332	134,463	140,899	147,658	154,753	162,204
		Per Diem	531.52	556.80	583.33	611.20	640.45	671.17	703.42	737.29
B	Director, Special Education and Psychological Services Director, Pupil Personnel Services Director, Student Services Director of Instruction and Accountability High School Principal Director, Elementary Education Director of Wellness **Director of Adult School, ILA and FACTS**	220	111,198	116,760	122,595	128,727	135,163	141,921	149,017	156,467
		Per Diem	505.45	530.73	557.25	585.12	614.38	645.10	677.35	711.21
C	Principal, Middle School Coordinator of Alternative Educational Programs/ Principal, Continuation High School	220	99,041	103,994	109,191	114,652	120,384	126,403	132,723	139,361
		Per Diem	450.19	472.70	496.32	521.15	547.20	574.56	603.29	633.46
D	Principal, Adult Education	220	96,692	101,526	106,603	111,932	117,529	123,405	129,576	136,052
		Per Diem	439.51	461.48	484.56	508.78	534.22	560.93	588.98	618.42
E	Principal, Elementary Coordinator, Special Education Coordinator of Instructional Technology Arts and Career Technical Education Coordinator	215	95,506	100,282	105,295	110,558	116,089	121,894	127,988	134,389
		Per Diem	444.21	466.43	489.74	514.22	539.95	566.95	595.29	625.07

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2017

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
F	Assistant Principal, High School	218	93,621	98,301	103,217	108,378	113,796	119,487	125,459	131,735
		Per Diem	429.45	450.92	473.47	497.15	522.00	548.11	575.50	604.29
G	Assistant Principal, High School (hired after 7/1/13)	215	92,332	96,950	101,794	106,886	112,230	117,844	123,734	129,921
		Per Diem	429.45	450.93	473.46	497.14	522.00	548.11	575.51	604.28
H	Alternative Education Administrator	210	91,407	95,974	100,773	105,810	111,101	116,657	122,489	128,613
		Per Diem	435.27	457.02	479.87	503.86	529.05	555.51	583.28	612.44
I	Program Specialist II	220	86,485	90,812	95,350	100,118	105,123	110,380	115,898	121,694
		Per Diem	393.11	412.78	433.41	455.08	477.83	501.73	526.81	553.15
J	Psychologist II	215	86,028	90,330	94,846	99,587	104,567	109,794	115,283	121,047
		Per Diem	400.13	420.14	441.14	463.20	486.36	510.67	536.20	563.01
K	Assistant Principal, Middle School	213	85,762	90,050	94,552	99,279	104,243	109,454	114,929	120,675
		Per Diem	402.64	422.77	443.91	466.10	489.40	513.87	539.57	566.55
L	Assistant Principal, Middle School (hired after 7/1/12)	210	84,554	88,781	93,220	97,881	102,775	107,912	113,309	118,975
		Per Diem	402.64	422.77	443.90	466.10	489.40	513.87	539.57	566.55
M	Adult Education Assistant Principal Coordinator of Child Development Programs	220	82,864	87,009	91,358	95,925	100,722	105,757	111,046	116,599
		Per Diem	376.65	395.50	415.26	436.02	457.83	480.71	504.75	530.00
N	Assistant Principal, Elementary	205	82,027	86,130	90,436	94,957	99,702	104,690	109,924	115,420
		Per Diem	400.13	420.15	441.15	463.20	486.35	510.68	536.21	563.02

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2017

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
O	Program Specialist I	200	78,626	82,555	86,683	91,016	95,566	100,344	105,361	110,628
	Psychologist I	Per Diem	393.13	412.78	433.42	455.08	477.83	501.72	526.81	553.14
P	Educational Audiologist	187	76,102	79,904	83,901	88,094	92,499	97,123	101,978	107,078
		per diem	406.96	427.29	448.67	471.09	494.65	519.37	545.34	572.61
Q	Supervisor III, Child Development Centers Covering 2 Sites	220	63,153	66,313	69,627	73,108	76,763	80,603	84,632	88,865
		Per Diem	287.06	301.42	316.49	332.31	348.92	366.38	384.69	403.93
R	Supervisor III, Child Development Centers	220	60,196	63,155	66,312	69,627	73,108	76,766	80,602	84,632
		Per Diem	273.62	287.07	301.42	316.49	332.31	348.94	366.37	384.69
S	Supervisor II, Child Development Centers Covering 2 Sites	220	57,413	60,284	63,299	66,463	69,785	73,275	76,938	80,786
		Per Diem	260.97	274.02	287.72	302.10	317.20	333.07	349.72	367.21
T	Supervisor II, Child Development Centers	220	54,679	57,413	60,284	63,299	66,463	69,785	73,274	76,937
		Per Diem	248.54	260.97	274.02	287.72	302.10	317.20	333.06	349.71
U	Supervisor I, Child Development Centers	220	49,947	52,443	55,066	57,817	60,710	63,744	66,932	70,277
		Per Diem	227.03	238.38	250.30	262.80	275.95	289.75	304.24	319.44
V	Assistant Child Development Centers Supervisor	220	39,466	41,502	43,550	45,749	47,989	50,410	52,978	55,593
		Per Diem	179.39	188.65	197.95	207.95	218.13	229.14	240.81	252.70

Adopted: 01/16/86

Revised: 05/02/91; 06/06/91; 08/15/91; 10/17/91; 05/21/92; 06/18/92; 10/01/92; 08/05/93; 07/21/94; 08/04/94; 09/15/94; 11/17/94; 01/05/95; 05/04/95; 08/17/95; 01/18/96; 05/16/96; 09/05/96; 09/19/96; 01/16/97; 07/03/97; 10/16/97; 02/19/98; 04/02/98; 08/20/98; 10/01/98; 11/05/98; 12/10/98; '02/18/99; 03/04/99; 06/24/99; 08/05/99; 08/17/00; 05/15/02; 11/07/02; 07/17/03; 03/18/04; 07/07/05; 4/20/06; 06/04/07; 3/20/08; 5/1/08; 6/24/10; 09/09/10; 11/8/10; 4/7/2011; 4/21/11; 09/15/11; 11/3/11; 02/16/12; 03/15/12; 06/07/12; 07/05/12; 08/02/12, 08/16/12; 02/07/13; 05/16/13; 3/20/14; 6/19/14; 02/05/15, 6/4/15, 10/15/15; 5/19/16; 10/20/16; 8/3/17; 12/21/17;10/18/18**;2/4/21**

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:	February 4, 2021
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 2020 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. A first reading was held on January 21, 2021, and no additional changes were identified at that time. Changes appear in red on the PDF version; text to be added is underlined and/or highlighted and text to be deleted is shown as struck through.

Discussion/Issues:

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

Fiscal Impact:

None

Recommendation:

Matt Hill, Superintendent, will facilitate the Board's 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.

CSBA POLICY GUIDE SHEET

July 2020

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

Board Policy 3555 - Nutrition Program Compliance

Policy updated to reflect **NEW STATE REGULATIONS** (Register 2020, No. 21) which provide that complaints regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses should be submitted directly to the California Department of Education (CDE), and complaints alleging discrimination on the basis of race, color, national origin, sex, age, or disability should be submitted to the U.S. Department of Agriculture (USDA). Complaints regarding other program requirements or other bases for discrimination are to be investigated and resolved at the district level. Policy also deletes the USDA nondiscrimination statement that must be included on all forms of communication regarding program availability, which is now presented in the accompanying exhibit.

NEW - Exhibit 3555 - Nutrition Program Compliance

New exhibit presents the USDA statement, formerly in BP 3555, which must be included on all forms of communication available to the public regarding the availability of child nutrition programs in order to advise the public of the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints against the district.

Administrative Regulation 4030 - Nondiscrimination in Employment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, rather than the complaint procedures detailed in this regulation.

Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator pursuant to federal regulations, and responsibility assigned to Title IX Coordinator to receive complaints and determine the appropriate complaint procedure to use.

Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment

Regulation updated to reflect **NEW LAW (SB 778, 2019)** which (1) requires a district with five or more employees to provide two hours of sexual harassment training to supervisory employees and one hour of sexual harassment training to nonsupervisory employees by January 1, 2021 and every two years thereafter, and (2) requires new nonsupervisory employees and employees promoted to supervisory positions to receive the training within six months of hire or promotion. Regulation also reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require the district to designate a Title IX Coordinator and disseminate the Coordinator's contact information.

NEW - Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures

New regulation reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the requirement to offer supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.

Board Policy 5141.22 - Infectious Diseases

Policy reflects **NEW LAW (AB 262, 2019)** which requires local health officers to notify and update districts of an outbreak, or imminent outbreak, of a communicable disease and requires districts to comply with any orders issued by the health officers and all applicable privacy laws. Policy also clarifies that any allowable exclusions apply only to on-campus instruction and provides that the superintendent or designee will, when necessary, inform the local health official of any potential outbreak.

Administrative Regulation 5141.22 - Infectious Diseases

Regulation updated to add section on "Prevention and Mitigation Plan" reflecting general best practices based on COVID-19 guidance. Regulation also adds recommendations from CDE's Science Safety Handbook pertaining to experiments involving human blood sampling.

Administrative Regulation 5145.3 - Nondiscrimination/Harassment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, rather than the district's uniform complaint procedures.

Board Policy 5145.6 - Parental Notifications

Policy updated for gender neutrality and to update legal references based on new laws reflected in the accompanying exhibit.

Exhibit 5145.6 - Parental Notifications

Exhibit updated to reflect **NEW LAW (SB 74, 2020)** which extends the suspension of certain mandated activities through the 2020-21 school year; reflect **NEW FEDERAL REGULATION (85 Fed. Reg. 30026)** which requires notice of the contact information of the district's Title IX Coordinator; delete legal cites for the Open Enrollment Act, which is no longer operational; delete reference to BP 5141.33 which is no longer applicable to exclusions from school; reflect **NEW LAW (SB 1109, 2018)** which requires dissemination of an opioid fact sheet to parents/guardians of student athletes; reflect **NEW LAW (AB 2370, 2018)** which requires child care centers with buildings constructed before 2010 to test drinking water for lead and notify parents/guardians of the results of that test; add notice requirements for districts receiving Impact Aid for children residing on Indian lands; reflect **NEW FEDERAL REGULATION (85 Fed. Reg. 30026)** which requires notifications to the parents/guardians of a student who complains of sexual harassment regarding rights, the complaint process, and the availability of supportive measures; and move the classroom notice requirement pertaining to complaints about health and safety in California State Preschool Programs to AR/E 1312.3 - Uniform Complaint Procedures consistent with CDE's Federal Program Monitoring instrument.

Board Policy 5145.7 - Sexual Harassment

Policy updated to include examples of actions to reinforce the district's sexual harassment policy, consistent with **NEW LAW (AB 34, 2019)** which requires posting the sexual harassment policy on the district's web site and **NEW LAW (AB 543, 2019)** which requires displaying a poster and providing the sexual harassment policy in student orientations. Policy also reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator throughout policy pursuant to federal regulations.

Administrative Regulation 5145.7 - Sexual Harassment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which amend the process for resolving complaints of sexual harassment, including, but not limited to, requirements to designate a Title IX Coordinator and disseminate the Coordinator's contact information. Regulation also reflects **NEW LAW (AB 543, 2019)** which requires the district to create a poster notifying students of the district's sexual harassment policy and to display the poster in specified locations, and requires the district to provide a copy of the policy to students as part of any orientation program for new and continuing students. Regulation reflects **NEW LAW (AB 34, 2019)** which requires the district to post the district's sexual harassment policy and the definition of sexual harassment in a prominent location on the district's web site.

NEW - Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures

New regulation reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the offer of supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.

Board Policy 6142.7 - Physical Education and Activity

Policy updated to add statement on equal access and equal opportunities for participation in physical education regardless of gender, gender expression, sexual orientation, and mental or physical disability, as included in CDE's Federal Program Monitoring instrument. Policy also reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children, clarifies credential requirements for teachers of physical education, and reflects the requirement that students who have been granted a permanent exemption from physical education must still be offered physical education courses of at least 400 minutes each 10 school days.

Administrative Regulation 6142.7 - Physical Education and Activity

Regulation updated to reflect **NEW LAW (SB 75, 2019)** which extends the use of uniform complaint procedures (UCP) to include complaints alleging noncompliance with physical education instructional minutes in grades 7-12. Regulation also reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children and expands the list of duties of the physical fitness test coordinator as described in state regulations.

Board Policy 6159 - Individualized Education Program

Policy updated to include the requirement, formerly in BP/AR 0430 - Comprehensive Local Plan for Special Education, to provide a free appropriate public education (FAPE) to students who have been suspended or expelled from school or who are placed by the district in a nonpublic, nonsectarian school. Policy adds the requirement to provide FAPE to individuals age 18-21 who are incarcerated in an adult correctional facility if they had been identified as students with disabilities or had an individualized education program (IEP) in their prior educational placement. Paragraph on the rights of foster parents moved to AR.

Administrative Regulation 6159 - Individualized Education Program

Regulation updates the section on "Contents of the IEP" to consolidate lists of IEP requirements for clarity. Regulation reflects **NEW LAW (SB 98, 2020)** which requires the IEP to describe the means by which the IEP will be provided under emergency conditions in which instruction and/or services cannot be provided to the student at school or in person for more than 10 school days. Regulation also reflects **NEW LAW (AB 947, 2019)** which (1) authorizes districts to consider elements of the "expanded core curriculum," as defined, when developing an IEP for a student who is blind, has low vision, or is visually impaired, and (2) establishes requirements for orientation and mobility evaluations conducted for such students. Regulation also reflects **NEW LAW (AB 605, 2019)** which requires districts to provide assistive technology devices for use in a student's home or other setting when required by the student's IEP, and requires that such students be given continued access to assistive technology devices for up to two months after transferring out of the district. Section on "Parent/Guardian Consent for Provision of Special Education and Services" revised to more directly reflect law.

Board Policy 6159.1 - Procedural Safeguards for Special Education

Policy updated to encourage early, informal resolution of any dispute regarding special education services. Policy also reflects **NEW STATE REGULATIONS (Register 2020, No. 21)** which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities in Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE.

Administrative Regulation 6159.1 - Procedural Safeguards for Special Education

Regulation updated to clarify that due process complaints should be filed with the state Office of Administrative Hearings and that such complaints must generally be filed within two years of the date the parent/guardian or district knew or should have known about the alleged violation. Regulation also adds new section on "State Compliance Complaints" reflecting **NEW STATE REGULATIONS (Register 2020, No. 21)** which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE.

Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to include the provision of nonpublic, nonsectarian school and agency (NPS/A) services in the comprehensive local plan of the Special Education Local Plan Area. Policy reflects **NEW LAW (AB 1172, 2019)** which requires districts to verify that the NPS/A provides staff training in the use of practices and interventions specific to the unique behavioral needs of the student population at the NPS/A. Policy also reflects the requirement for the district to pay the full amount of the school's tuition or, as amended by AB 1172, the fees for the agency. Legal cite for Education Code 56366.3 deleted as it has been repealed.

Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Regulation updated to include the maximum term of the master contract between the district and NPS/A, expand the components of the contract in accordance with state law and regulations, and include the ability to terminate the contract for cause with 20 days' notice. Regulation also provides more detail regarding the annual IEP review focused on NPS/A students. New section on "On-Site Visits" reflects **NEW LAW (AB 1172, 2019)** which (1) requires the district to conduct an on-site visit of an NPS/A the first time the district places a student at that NPS/A, and (2) requires the district to annually conduct an on-site monitoring visit to review the services provided to the student, the facilities, and the student's progress.

NUTRITION PROGRAM COMPLIANCE

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, and the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties

(cf. 6164.6 - Identification and Education Under Section 504)

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

   The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

(cf. 6159 - Individualized Education Program)

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

NUTRITION PROGRAM COMPLIANCE (continued)

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)
(cf. 5145.13 - Response to Immigration Enforcement)

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

(cf. 5145.6 - Parental Notifications)

NUTRITION PROGRAM COMPLIANCE (continued)

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)

> U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

NUTRITION PROGRAM COMPLIANCE (continued)

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program

2. The facts on which the statement is based

3. The name of the district or the school against which the allegations are made

4. The complainant's contact information

5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

~~**OPTION 1:**~~

~~Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)~~

~~**OPTION 2:**~~

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

(cf. 9321 - Closed Session)

NUTRITION PROGRAM COMPLIANCE (continued)

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Legal Reference: (see next page)

NUTRITION PROGRAM COMPLIANCE (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
42238.01 Definitions for purposes of funding
48985 Notices to parents in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
PENAL CODE
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.19 National School Lunch Program, additional responsibilities
210.23 National School Lunch Program, district responsibilities
215.7 Special Milk Program, requirements for participation
215.14 Special Milk Program, nondiscrimination
220.7 School Breakfast Program, requirements for participation
220.13 School Breakfast Program, special responsibilities of state agencies
225.3 Summer Food Service Program, administration
225.7 Summer Food Service Program, program monitoring and assistance
225.11 Summer Food Service Program, corrective action procedures
226.6 Child and Adult Care Food Program, state agency administrative responsibilities
250.15 Out-of-condition donated foods, food recalls, and complaints
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources: (see next page)

NUTRITION PROGRAM COMPLIANCE (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, June 2018
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
U.S. Department of Agriculture, Food and Nutrition Services: http://www.fns.usda.gov
U.S. Department of Agriculture, Office for Civil Rights: http://www.ascr.usda.gov
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

NUTRITION PROGRAM COMPLIANCE

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

> "In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
>
> Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
>
> To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
>
> (1) mail: U.S. Department of Agriculture
> Office of the Assistant Secretary for Civil Rights
> 1400 Independence Avenue, SW
> Washington, D.C. 20250-9410;
>
> (2) fax: (202) 690-7442; or
>
> (3) email: program.intake@usda.gov
>
> This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

> "This institution is an equal opportunity provider."

NONDISCRIMINATION IN EMPLOYMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4032 - Reasonable Accommodation)

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Human Resources
(position title)
1900 W Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4410
(telephone number)
sarahniemann@burbankusd.org
(email)

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Department of Fair Employment and Housing (DFEH) posters on the prohibition of workplace discrimination and harassment, the

NONDISCRIMINATION IN EMPLOYMENT (continued)

rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

   a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

   b. Posting them in all district schools and offices, including staff lounges and other prominent locations

   c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4111/4211/4311 - Recruitment and Selection)

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

   a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

   b. Sending a copy via email with an acknowledgment return form

   c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

   d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

   e. Any other way that ensures employees receive and understand the policy

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

NONDISCRIMINATION IN EMPLOYMENT (continued)

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

   The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

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

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Any other complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

   A summary of the findings shall be presented to the complainant and the person accused.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

NONDISCRIMINATION IN EMPLOYMENT (continued)

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

3. Ensuring prompt, thorough, fair, and equitable investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

SEXUAL HARASSMENT (continued)

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950 Sexual harassment; distribution of information
12950.1 Sexual harassment training
LABOR CODE
1101 Political activities of employees
1102.1 Discrimination: sexual orientation
CODE OF REGULATIONS, TITLE 2
11009 Employment discrimination
11021 Retaliation
11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education
11034 Terms, conditions, and privileges of employment
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 42
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or activities
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Promising Practices for Preventing Harassment, November 2017
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Equal Employment Opportunity Commission: http://www.eeoc.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Educational Services
(title or position)
1900 W. Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4451
(telephone number)
johnparamo@burbankusd.org
(email)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of

SEXUAL HARASSMENT (continued)

a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of

SEXUAL HARASSMENT (continued)

classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A *supervisory employee* is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

SEXUAL HARASSMENT (continued)

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

SEXUAL HARASSMENT (continued)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 4030 - Nondiscrimination in Employment.

(cf. 4030 - Nondiscrimination in Employment)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

   Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

Legal Reference: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

INFECTIOUS DISEASES

The Governing Board desires to protect students from risks posed by exposure to infectious diseases while providing a high-quality education for all students. The Superintendent or designee shall collaborate with local and state health officials to develop and regularly update a comprehensive plan for disease prevention that promotes preventative measures, mitigation, education, communication, and training of students and staff. All measures to limit the spread of infectious diseases shall be nondiscriminatory and ensure that equity is promoted.

(cf. 0400 - Comprehensive Plans)
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs and operations are based on the most up-to-date information.

The district's comprehensive health education program shall provide age-appropriate information about the nature and symptoms of communicable diseases, their transmission, and how to help prevent the spread of contagious diseases.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)

If the local health officer notifies the district of an outbreak of a communicable disease, or the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, the district shall take any action that the health officer deems necessary to control the spread of the disease. The district shall comply with all applicable state and federal privacy laws in regard to any such information received from the local health officer. (Health and Safety Code 120175.5)

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

INFECTIOUS DISEASES (continued)

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

(cf. 5141 - Health Care and Emergencies)
(cf. 6145.2 - Athletic Competition)

Students with Infectious Diseases

The Superintendent or designee shall exclude students from on-campus instruction only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

(cf. 5112.2 - Exclusions from Attendance)
(cf. 6164.6 - Identification and Education Under Section 504)

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize exposure to other diseases in the school setting. If necessary, the Superintendent or designee shall inform the local health official of any potential outbreak. The Superintendent or designee shall ensure that student confidentiality and privacy rights are strictly observed in accordance with law.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE
48210-48216 Persons excluded
49060-49069.7 Student records
49073-49079 Privacy of pupil records
49403 Cooperation in control of communicable disease and immunization of pupils
49405 Smallpox control
49406 Examination for tuberculosis (employees)
49408 Student emergency information
49602 Counseling and confidentiality of student information
51202 Instruction in personal and public health and safety
CIVIL CODE
56-56.37 Confidentiality of Medical Information Act
1798-1798.78 Information Practices Act

Legal Reference continued: (see next page)

INFECTIOUS DISEASES (continued)

Legal Reference: (continued)
HEALTH AND SAFETY CODE
120175.5 Local health officers and communicable diseases
120230 Exclusion for communicable disease
120325-120380 Immunization against communicable diseases
120875-120895 AIDS information
120975-121023 Mandated blood testing and confidentiality to protect public health
121475-121520 Tuberculosis tests for students
CALIFORNIA CONSTITUTION
Article 1, Section 1 Right to Privacy
CODE OF REGULATIONS, TITLE 8
5193 Bloodborne pathogens
CODE OF REGULATIONS, TITLE 17
2500-2511 Communicable disease reporting requirements
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Privacy of individually identifiable health information
COURT DECISIONS
Thomas v. Atascadero Unified School District, (1986) 662 F.Supp. 376

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Science Safety Handbook for California Public Schools, 2014
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
School District (K-12) Pandemic Influenza Planning Checklist
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Department of Public Health: http://www.cdph.ca.gov
Centers for Disease Control and Prevention: http://www.cdc.gov

INFECTIOUS DISEASES

Prevention and Mitigation Plan

The Superintendent or designee shall work with state and local health officials to develop and regularly update a plan to prevent and mitigate the spread of infectious diseases. Components of the plan may include, but are not necessarily limited to:

1. A communication strategy for informing students, parents/guardians, staff, and the community about the disease(s), including symptoms, complications, transmission, and current recommendations from state and local departments of public health

2. Protocols for assessing when campus closures are necessary and when campus(es) may reopen

3. Alternative means of instruction, schedules, and attendance, including the provision of instruction to students with disabilities, English learners, and foster or homeless youth, in the event of campus closures or partial closures

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
(cf. 6159 - Individualized Education Program)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Youth)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)

4. Guidelines regarding preventative measures such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law

5. Protocols regarding the acquisition and provision of personal protective equipment and other supplies

6. Procedures for the cancellation or alteration of extracurricular activities and field trips

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)

7. Protocols for transportation of students using district vehicles

(cf. 3540 - Transportation)
(cf. 3543 - Transportation Safety and Emergencies)

INFECTIOUS DISEASES (continued)

8. Information on effective hygiene practices

9. Provisions for continuing free and reduced-price meal services

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)

10. Processes for protecting students who are at higher risk from the disease

11. Programs that enhance a positive school climate and foster the emotional well-being of all students

(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 6164.2 - Guidance/Counseling Services)

12. Guidelines for cleaning and sanitization of district facilities and equipment

(cf. 3510 - Green School Operations)
(cf. 3514.1 - Hazardous Substances)

13. Protocols for visitors and outside groups that utilize district facilities

14. Staff training

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.

2. Students shall wear gloves or other personal protective equipment as appropriate.

INFECTIOUS DISEASES (continued)

(cf. 5142 - Safety)

3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.

    a. For finger punctures, students shall use individual sterile lancets that have engineered sharps injury protection and shall not reuse them.

    b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.

    c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.

4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.

5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.93 - Science Instruction)

NONDISCRIMINATION/HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent of Instructional Services
(title or position)
1900 W. Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4451
(telephone number)
johnparamo@burbankusd.org
(email)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

NONDISCRIMINATION/HARASSMENT (continued)

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)
(cf. 5145.9 - Hate-Motivated Behavior)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)

    a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

    b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

    c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

NONDISCRIMINATION/HARASSMENT (continued)

(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

d. A link to the Title IX information included on the California Department of Education's (CDE) web site

5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)

6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

NONDISCRIMINATION/HARASSMENT (continued)

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

(*cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

NONDISCRIMINATION/HARASSMENT (continued)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

NONDISCRIMINATION/HARASSMENT (continued)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with AR 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating

NONDISCRIMINATION/HARASSMENT (continued)

an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is the student's private information and the district shall only disclose the information to

NONDISCRIMINATION/HARASSMENT (continued)

others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site

NONDISCRIMINATION/HARASSMENT (continued)

employee(s) to whom the student may report any problem related to the student's status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.3 - Challenging Student Records)

NONDISCRIMINATION/HARASSMENT (continued)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress and Grooming)

PARENTAL NOTIFICATIONS

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

PARENTAL NOTIFICATIONS (continued)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference:

EDUCATION CODE
221.5 Prohibited sex discrimination
231.5 Sexual harassment policy
234.7 Student protections relating to immigration and citizenship status
262.3 Appeals for discrimination complaints; information regarding availability of civil remedies
310 Language acquisition programs
313 Reclassification of English learners, parental consultation
313.2 Long-term English learner, notification
440 English language proficiency assessment; instruction in English language development
8483 Before/after school program; enrollment priorities
17288 Building standards for university campuses
17611.5-17612 Notification of pesticide use
32221.5 Insurance for athletic team members
32255-32255.6 Right to refuse harmful or destructive use of animals
32390 Fingerprint program; contracts; funding; consent of parent/guardian
33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act
35160.5 Extracurricular and cocurricular activities
35178.4 Notice of accreditation status
35182.5 Advertising in the classroom
35183 School dress codes; uniforms
35186 Complaints concerning deficiencies in instructional materials and facilities

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

35211 Driver training; district insurance, parent/guardian liability
35256 School Accountability Report Card
35258 School Accountability Report Card
35291 Rules for student discipline
37616 Consultation regarding year-round schedule
39831.5 School bus rider rules and information
44050 Employee codes of conduct, employee interactions with students
44808.5 Permission to leave school grounds
46010.1 Notice regarding excuse to obtain confidential medical services
46014 Regulations regarding absences for religious purposes
46600-46611 Interdistrict attendance agreements
48000 Minimum age of admission
48070.5 Promotion or retention of students
48204 Residency requirements
48205 Absence for personal reasons
48206.3 Students with temporary disabilities; individual instruction; definitions
48207-48208 Students with temporary disabilities in hospitals
48213 Prior notice of exclusion from attendance
48216 Immunization
48260.5 Notice regarding truancy
48262 Need for parent conference regarding truancy
48263 Referral to school attendance review board or probation department
48301 Interdistrict transfers
48412 Certificate of proficiency
48432.3 Voluntary enrollment in continuation education
48432.5 Involuntary transfers of students
48850-48859 Education of foster youth and homeless students
48900.1 Parental attendance required after suspension
48904 Liability of parent/guardian for willful student misconduct
48904.3 Withholding grades, diplomas, or transcripts
48906 Notification of release of student to peace officer
48911 Notification in case of suspension
48911.1 Assignment to supervised suspension classroom
48912 Closed sessions; consideration of suspension
48915.1 Expelled students; enrollment in another district
48916 Readmission procedures
48918 Rules governing expulsion procedures
48929 Transfer of student convicted of violent felony or misdemeanor
48980 Required notification at beginning of term
48980.3 Notification of pesticide use
48981 Time and means of notification
48982 Parent signature acknowledging receipt of notice
48983 Contents of notice
48984 Activities prohibited unless notice given

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
48985 Notices to parents in language other than English
48987 Child abuse information
49013 Use of uniform complaint procedures for complaints regarding student fees
49063 Notification of parental rights
49067 Student evaluation; student in danger of failing course
49068 Transfer of permanent enrollment and scholarship record
49069 Absolute right to access
49070 Challenging content of student record
49073 Release of directory information
49073.6 Student records, social media
49076 Access to student records
49077 Access to information concerning a student in compliance with court order
49403 Cooperation in control of communicable disease and immunization
49423 Administration of prescribed medication for student
49451 Physical examinations: parent's refusal to consent
49452.5 Screening for scoliosis
49452.7 Information on type 2 diabetes
49452.8 Oral health assessment
49456 Results of vision or hearing test
49471-49472 Insurance
49475 Student athletes; concussions and head injuries
49476 Student athletes; opioid fact sheet
49480 Continuing medication regimen for nonepisodic conditions
49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
51225.1 Exemption from district graduation requirements
51225.2 Course credits
51225.3 Graduation requirements; courses that satisfy college entrance criteria
51229 Course of study for grades 7-12
51513 Personal beliefs; privacy
51938 HIV/AIDS and sexual health instruction
52164 Language census
52164.1 Census-taking methods; determination of primary language; assessment of language skills
52164.3 Reassessment of English learners; notification of results
54444.2 Migrant education programs; parent involvement
56301 Child-find system; policies regarding written notification rights
56321 Special education: proposed assessment plan
56321.5-56321.6 Notice of parent rights pertaining to special education
56329 Written notice of right to findings; independent assessment
56341.1 Development of individualized education program; right to audio record meeting
56341.5 Individualized education program team meetings
56343.5 Individualized education program meetings
56521.1 Behavioral intervention
58501 Alternative schools; notice required prior to establishment
60615 Exemption from state assessment
60641 California Assessment of Student Performance and Progress
69432.9 Submission of grade point average to Cal Grant program

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

CIVIL CODE
1798.29 District records, breach of security
HEALTH AND SAFETY CODE
1596.857 Right to enter child care facility
1597.16 Licensed child care centers, lead testing
104420 Tobacco use prevention
104855 Availability of topical fluoride treatment
116277 Lead testing of school drinking water
120365-120375 Immunizations
120440 Sharing immunization information
124100-124105 Health screening and immunizations
PENAL CODE
626.81 Notice of permission granted to sex offender to volunteer on campus
627.5 Hearing request following denial or revocation of registration
CODE OF REGULATIONS, TITLE 5
852 Exemptions from state assessments
863 Reports of state assessment results
3052 Behavioral intervention
4622 Notification of uniform complaint procedures
4631 Uniform complaint procedures; notification of decision and right to appeal
4917 Notification of sexual harassment policy
11303 Reclassification of English learners
11511.5 English language proficiency assessment; test results
11523 Notice of proficiency examinations
18066 Child care policies regarding excused and unexcused absences
18094-18095 Notice of Action; child care services
18114 Notice of delinquent fees; child care services
18118-18119 Notice of Action; child care services
CODE OF REGULATIONS, TITLE 17
2951 Hearing tests
6040 Time period to obtain needed immunizations
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1232h Privacy rights
1415 Procedural safeguards
6311 State plan
6312 Local educational agency plans
6318 Parent and family engagement
7704 Impact Aid; policies and procedures related to children residing on Indian lands
7908 Armed forces recruiter access to students
UNITED STATES CODE, TITLE 42
1758 Child nutrition programs
11431-11435 McKinney-Vento Homeless Assistance Act
CODE OF FEDERAL REGULATIONS, TITLE 7
245.5 Eligibility criteria for free and reduced-price meals
245.6a Verification of eligibility for free and reduced-price meals

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34
99.7 Student records, annual notification
99.30 Disclosure of personally identifiable information
99.34 Student records, disclosure to other educational agencies
99.37 Disclosure of directory information
104.32 District responsibility to provide free appropriate public education
104.36 Procedural safeguards
104.8 Nondiscrimination
106.8 Notification of contact information for Title IX coordinator
106.9 Dissemination of policy, nondiscrimination on basis of sex
200.48 Teacher qualifications
222.94 Impact Aid; district responsibilities
300.300 Parent consent for special education evaluation
300.322 Parent participation in IEP team meetings
300.502 Independent educational evaluation of student with disability
300.503 Prior written notice regarding identification, evaluation, or placement of student with disability
300.504 Procedural safeguards notice for students with disabilities
300.508 Due process complaint
300.530 Discipline procedures
CODE OF FEDERAL REGULATIONS, TITLE 40
763.84 Asbestos inspections, response actions and post-response actions
763.93 Asbestos management plans

Management Resources:

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
WEB SITES
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2020 (SB 74, Ch. 6, Statutes of 2020) extends the suspension of these requirements through the 2020-21 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of sexual harassment policy as related to students; contact information for Title IX coordinator
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release student's name, address, and phone number to military recruiters without prior written consent
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	Education Code 49476	AR 6145.2	Opioid fact sheet

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1597.16	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies regarding excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/ guardians of Indian children	20 USC 7704; 34 CFR 222.94	AR 3231	Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom used for license-exempt California State Preschool Program	Education Code 8235.5	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures

SEXUAL HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through Title IX complaint procedures or uniform complaint procedures, as applicable, and shall offer supportive measures to the complainant.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

SEXUAL HARASSMENT (continued)

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

SEXUAL HARASSMENT (continued)

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

In accordance with law, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
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U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017

Management Resources continued: (see next page)

SEXUAL HARASSMENT (continued)

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Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

SEXUAL HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Educational Services
(title or position)
1900 W. Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4451
(telephone number)
johnparamo@burbankusd.org
(email)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.

SEXUAL HARASSMENT (continued)

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions

2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions

3. Graphic verbal comments about an individual's body or overly personal conversation

4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature

5. Spreading sexual rumors

6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class

7. Massaging, grabbing, fondling, stroking, or brushing the body

8. Touching an individual's body or clothes in a sexual way

9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex

10. Displaying sexually suggestive objects

11. Sexual assault, sexual battery, or sexual coercion

SEXUAL HARASSMENT (continued)

12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator. (Education Code 234.6; 34 CFR 106.8)

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

SEXUAL HARASSMENT (continued)

6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

7. Be included in any handbook provided to students, parents/guardians, employees, or employee organizations (34 CFR 106.8)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator, regardless of whether the alleged victim files a formal complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 1312.3 - Uniform Complaint Procedures.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal from School

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

   Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education of the student regarding the impact of the conduct on others

4. Positive behavior support

5. Referral of the student to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
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12291 Definition of dating violence, domestic violence, and stalking
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Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Management Resources:

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Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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Q&A on Campus Sexual Misconduct, September 2017

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Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov

U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

PHYSICAL EDUCATION AND ACTIVITY

The Governing Board recognizes the positive benefits of physical activity on student health, well-being, and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

Physical education classes shall be conducted in the coeducational, inclusive manner prescribed by law. The district shall provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades 1-12 regardless of gender, gender expression, sexual orientation, and mental or physical disability. (Education Code 220, 221.5, 33352; 5 CCR 4900, 4930, 4931, 4940, 4960; 34 CFR 106.33, 106.34, 300.108)

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

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

The district's physical education program shall engage students in age-appropriate moderate to vigorous physical activity, as defined in the accompanying administrative regulation, including aerobic, muscle-strengthening, and bone-strengthening activities. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

For grades 9-12, the overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)
(cf. 5141.23 - Asthma Management)
(cf. 6145.2 - Athletic Competition)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a student a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet the student's needs cannot be provided.

2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the FITNESSGRAM in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352, 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 - School Day)

Permanent Exemptions

The Superintendent or designee may grant a student a permanent exemption from physical education under any of the following conditions: (Education Code 51241)

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. However, such a student shall not be permitted to attend fewer total hours of courses and classes than the student would have attended if enrolled in a physical education course.

2. The student is enrolled as a postgraduate student.

3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

Students who have been granted a permanent exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352)

Other Exemptions

The Superintendent or designee may grant a student an exemption from physical education under the following special circumstances:

1. When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)

2. When the student is in any of grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend physical education courses. Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)

(cf. 6178.2 - Regional Occupational Center/Program)

3. When the student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Program Evaluation

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. The Superintendent or designee shall also report to the Board regarding the number of instructional minutes offered in

PHYSICAL EDUCATION AND ACTIVITY (continued)

physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity and student well-being.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Legal Reference:

EDUCATION CODE
220 Prohibition of discrimination
221.5 Sex equity in education
33126 School accountability report card
33350-33354 CDE responsibilities re: physical education
35256 School accountability report card
44250-44277 Credential types
49066 Grades; physical education class
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51241 Temporary, two-year or permanent exemption from physical education
51242 Exemption from physical education for athletic program participants
52316 Excuse from attending physical education classes; regional occupational center/program
60800 Physical performance test
CODE OF REGULATIONS, TITLE 5
1040-1044 Physical performance test
1047-1048 Testing variations and accommodations
3051.5 Adapted physical education for individuals with exceptional needs
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
10060 Criteria for high school physical education programs
80020 Additional assignment authorizations for specific credentials
80037 Designated subjects teaching credential; special teaching authorization in physical education
80046.1 Added authorization to teach adapted physical education
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
1758b Local wellness policy
CODE OF FEDERAL REGULATIONS, TITLE 34
106.33 Nondiscrimination on the basis of sex; comparable facilities
106.34 Nondiscrimination on the basis of sex; access to classes and schools
300.108 Assistance to states for the education of children with disabilities; physical education
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 230 (1970)
COURT DECISIONS
Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668
Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975
Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

Management Resources: (see next page)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Management Resources:

CSBA PUBLICATIONS
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010
Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009
Physical Education and California Schools, Policy Brief, October 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009
Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Health Index (SHI): A Self-Assessment and Planning Guide, Elementary School, 2017
School Health Index (SHI): A Self-Assessment and Planning Guide, Middle/High School, 2017
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
The Administrator's Assignment Manual, 2019
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Physical Activity Guidelines for Americans, 2nd Edition, 2018
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Healthy People 2010: http://www.healthypeople.gov
National Association for Sport and Physical Education: https://www.pgpedia.com/n/national-association-sport-and-physical-education
President's Council on Sports, Fitness and Nutrition: http://www.fitness.gov
U.S. Department of Health and Human Services: http://www.health.gov

PHYSICAL EDUCATION AND ACTIVITY

Definitions

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity that assists in developing and maintaining physical fitness throughout their lifetime, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recess and the lunch period

2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recess and the lunch period

3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days

4. For students in grades 9-12, 400 minutes each 10 school days

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Superintendent or designee shall determine a method to document compliance with the required number of instructional minutes. Such documentation may include, but not be limited to, a master schedule, bell schedule, weekly schedule for each teacher providing physical education instruction, district calendar, teacher roster, or log for staff or students to record the number of physical education minutes completed.

Any complaint alleging noncompliance with the instructional minute requirement may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, 51222, 51223; 5 CCR 4600-4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Monitoring Moderate to Vigorous Physical Activity

To monitor the amount of time students are engaged in moderate to vigorous physical activity, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity and the amount of time students are inactive during physical education classes

2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

During the annual assessment window between the months of February through May, students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

PHYSICAL EDUCATION AND ACTIVITY (continued)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and CDE for all matters related to the physical fitness test. The duties shall be those specified in 5 CCR 1043.4, including, but not limited to: (5 CCR 1043.4)

1. Responding to correspondence and inquiries from the contractor in a timely manner and as provided in the contractor's instructions

2. Determining district and school site test and test material needs

3. Overseeing the administration of the physical fitness test to students

4. Overseeing the collection and return of all test data to the contractor

5. Ensuring that all test data are received from school test sites in sufficient time to satisfy the reporting requirements

6. Ensuring that all test data are sent to the test contractor by June 30 of each year

Students shall be provided with their individual results after completing the FITNESSGRAM. The test results may be provided in writing or orally as the student completes the testing, and shall be included in the student's cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

Each student's test results shall also be provided to the student's parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the FITNESSGRAM with the following test variations: (5 CCR 1047)

1. Extra time within a testing day

2. Test directions that are simplified or clarified

PHYSICAL EDUCATION AND ACTIVITY (continued)

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment

2. Separate testing for individual students provided that the student(s) are directly supervised by the test examiner

3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor

2. Administration of the test by a test examiner to the student at home or in the hospital

3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that the student(s) are directly supervised by the test examiner

2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. Training recess, lunch, and before- and after-school supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)
(cf. 4231 - Staff Development)
(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom

3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, community service, special events, and competitions

(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

(cf. 1700 - Relations Between Private Industry and the Schools)

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

INDIVIDUALIZED EDUCATION PROGRAM

The Governing Board desires to provide full educational opportunities to all students with disabilities. Students with disabilities shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 4112.23 - Special Education Staff)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school

2. Students who are placed by the district in a nonpublic, nonsectarian school

3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

Legal Reference: (see next page)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Legal Reference:

EDUCATION CODE
46392 Emergencies
51225.3 Requirements for high school graduation and diploma
56040.3 Assistive technology
56055 Rights of foster parents pertaining to foster child's education
56136 Guidelines for low incidence disabilities areas
56195.8 Adoption of policies
56321 Development or revision of IEP
56321.5 Notice to include right to electronically record
56340.1-56347 Instructional planning and individualized education program
56350-56354 IEP for visually impaired students
56380 IEP reviews; notice of right to request
56390-56392 Certificate of completion, special education
56500-56509 Procedural safeguards
60640-60649 California Assessment of Student Performance and Progress
FAMILY CODE
6500-6502 Age of majority
GOVERNMENT CODE
7572.5 Seriously emotionally disturbed child, expanded IEP team
WELFARE AND INSTITUTIONS CODE
300 Children subject to jurisdiction
601 Minors habitually disobedient
602 Minors violating law defined as crime
CODE OF REGULATIONS, TITLE 5
853-853.5 State assessments, accommodations
3021-3029 Identification, referral and assessment
3040-3043 Instructional planning and the individualized education program
3051-3053 Implementation of the individualized education program
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act
CODE OF FEDERAL REGULATIONS, TITLE 34
300.1-300.818 Individuals with Disabilities Education Act
COURT DECISIONS
Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 627 F.3d 773
Schaffer v. Weast (2005) 125 S. Ct. 528
Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072
Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Endrew F. v. Douglas County School District Re-1, 137 S. Ct. 988
ATTORNEY GENERAL OPINIONS
85 Ops.Cal.Atty.Gen. 157 (2002)

Management Resources: (see next page)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)

California Practitioners' Guide for Educating English Learners with Disabilities, July 2019

WEB SITES

California Department of Education: http://www.cde.ca.gov

U.S. Department of Education, Office of Special Education and Rehabilitative Services: http://www.ed.gov/about/offices/list/osers/osep

INDIVIDUALIZED EDUCATION PROGRAM

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement that is developed, reviewed, and revised by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344, 56345; 34 CFR 300.320, 300.323)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

   To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the general education program, at least one of the student's general education teachers designated by the Superintendent or designee to represent the student's general education teachers

   The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414; 34 CFR 300.324)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district resources

INDIVIDUALIZED EDUCATION PROGRAM (continued)

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

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

   In the development, review, or revision of the IEP, the student shall be allowed to provide confidential input to any representative of the IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

   In accordance with 34 CFR 300.310, at least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in the student's learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist the student in reaching the goals, the following individuals shall be invited to attend: (34 CFR 300.321)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

a. The student, regardless of the student's age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

b. To the extent appropriate, and with the consent of the parent/guardian or adult student, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56345, 56345.1; 20 USC 1414; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

a. The manner in which the disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)

b. For a preschool student, as appropriate, the manner in which the disability affects the student's participation in appropriate activities

INDIVIDUALIZED EDUCATION PROGRAM (continued)

c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

2. A statement of measurable annual goals, including academic and functional goals, designed to:

a. Meet the student's needs that result from the disability in order to enable the student to be involved in and make progress in the general education curriculum

b. Meet each of the student's other educational needs that result from the disability

3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

a. Advance appropriately toward attaining the annual goals

b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities

c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

(cf. 3541.2 - Transportation for Students with Disabilities)

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

INDIVIDUALIZED EDUCATION PROGRAM (continued)

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

   If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that the student cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6162.51 - State Academic Achievement Tests)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

   a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

   b. The transition services, including courses of study, needed to assist the student in reaching those goals

9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days. The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.

10. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of the rights, if any, that will transfer to the student upon reaching age 18, pursuant to Education Code 56041.5

11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

INDIVIDUALIZED EDUCATION PROGRAM (continued)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services

(cf. 6174 - Education for English Learners)

13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

14. If the student is to be transferred from a special class or nonpublic, nonsectarian school into a general education program in a public school for any part of the school day, provision for transition into the general education program including descriptions of activities intended to:

    a. Integrate the student into the general education program, including the nature of each activity and the time spent on the activity each day or week

    b. Support the transition of the student from the special education program into the general education program

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178 - Career Technical Education)
(cf. 6181 - Alternative Schools/Programs of Choice)

15. For a student with low incidence disabilities, specialized services, materials, and equipment consistent with the guidelines pursuant to Education Code 56136

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56043, 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414; 34 CFR 300.324)

1. The strengths of the student

2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial or most recent assessment of the student

4. The academic, developmental, and functional needs of the student

5. In the case of a student whose behavior impedes the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This

INDIVIDUALIZED EDUCATION PROGRAM (continued)

determination shall be based upon an assessment of the student's reading and writing skills, needs, and appropriate reading and writing media, including an assessment of future needs for instruction in Braille or the use of Braille.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with the IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual

INDIVIDUALIZED EDUCATION PROGRAM (continued)

written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices in the student's home or other settings if the IEP team determines that the student needs access to those devices in order to receive FAPE. If a student who requires the use of an assistive technology device transfers to another local educational agency, the district shall provide the student with continued access to that device or a comparable device for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

    a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate

    b. The results of any reassessment conducted pursuant to Education Code 56381

    c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305 and Education Code 56381

    d. The student's anticipated needs

    e. Any other relevant matter

3. Consider the special factors listed in items #5-9 above under "Development of the IEP" when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414; 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6173.1 - Education for Foster Youth)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414; 34 CFR 300.324)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

    a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341

    b. The provision of Education Code 56341 relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414, and 34 CFR 300.320

2. An indication that the student is invited to the IEP team meeting

(cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of the student's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting the student, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

(cf. 5125 - Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian to attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of the IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian. (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including the IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same Special Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless the student's parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP in consultation with the student's parent/guardian, for a period not to exceed 30 days. By the end of that period, the district shall either adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

The Governing Board recognizes its obligation to provide a free appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child. Parents/guardians of students with disabilities shall receive written notice of their rights under the federal Individuals with Disabilities Education Act.

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.6 - Parental Notifications)
(cf. 6159 - Individualized Education Program)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.

Legal Reference: (see next page)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

Legal Reference:
EDUCATION CODE
56000 Education for individuals with disabilities
56001 Provision of the special education programs
56020-56035 Definitions
56195.7 Written agreements
56195.8 Adoption of policies for programs and services
56300-56385 Identification and referral, assessment
56440-56447.1 Programs for individuals between the ages of three and five years
56500-56509 Procedural safeguards, including due process rights
56600-56606 Evaluation, audits and information
CODE OF REGULATIONS, TITLE 5
3000-3100 Regulations governing special education, especially:
3080-3089 Procedural safeguards
3200-3205 Special education compliance complaints
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act
UNITED STATES CODE, TITLE 42
11434 Homeless assistance
CODE OF FEDERAL REGULATIONS, TITLE 34
99.10-99.22 Inspection, review and procedures for amending education records
104.36 Procedural safeguards
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.150-300.153 State compliance complaints
300.500-300.520 Procedural safeguards and due process for parents and students
COURT DECISIONS
Winkelman v. Parma City School District, (2007) 550 U.S. 516

Management Resources:
WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
Office of Administrative Hearings, Special Education Division:
https://www.dgs.ca.gov/OAH/Case-Types/Special-Education
U.S. Department of Education, Office of Special Education Programs:
http://www.ed.gov/about/offices/list/osers/osep

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

Prior Written Notice

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice: (Education Code 56346, 56500.4, 56500.5; 20 USC 1415; 34 CFR 300.102, 300.300, 300.503)

1. Before the district initially refers the student for assessment

2. Within a reasonable time before the district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student

3. Within a reasonable time before the district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student

4. Within a reasonable time before the student graduates from high school with a regular diploma thus resulting in a change in placement

5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to the student

This prior written notice shall include: (Education Code 56500.4; 20 USC 1415; 34 CFR 300.503)

1. A description of the action proposed or refused by the district

2. An explanation as to why the district proposes or refuses to take the action

3. A description of each assessment procedure, assessment, record, or report the district used as a basis for the proposed or refused action

4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained

5. Sources for parents/guardians to obtain assistance in understanding these provisions

6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected

(cf. 6159 - Individualized Education Program)

7. A description of any other factors relevant to the district's proposal or refusal

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

(cf. 5145.6 - Parental Notifications)

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

1. Upon initial referral or parent/guardian request for assessment

2. Upon receipt of the first state compliance complaint in a school year, filed in accordance with the section "State Compliance Complaints" below

3. Upon receipt of the first due process hearing request in a school year

4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when removal of a student because of a violation of a code of conduct constitutes a change of placement

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

5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

1. Independent educational evaluation

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

2. Prior written notice

3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to the student's continued receipt of special education and related services

4. Access to educational records

(cf. 5125 - Student Records)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

6. The availability of mediation

7. The student's placement during the pendency of any due process complaint

8. Procedures for students who are subject to placement in an interim alternative educational setting

9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense

10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations

11. State-level appeals

12. Civil actions, including the time period in which to file those actions

13. Availability of attorneys' fees pursuant to 34 CFR 300.517

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including: (Education Code 56321, 56321.5, 56321.6)

1. Information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing

2. The timelines for completing each process

3. Whether the process is optional

4. The type of representative who may be invited to participate

5. The right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341.1

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

6. Information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind

A copy of this notice shall be attached to the student's assessment plan. At each IEP meeting, the Superintendent or designee shall inform the parent/guardian of the federal and state procedural safeguards that were provided in the notice. (Education Code 56321, 56500.1)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (Education Code 56341, 56506; 34 CFR 300.503, 300.504)

If the native language of other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that the notice is translated orally or by other means in the parent/guardian's native language or other mode of communication and that the parent/guardian understands the contents of the notice. (34 CFR 300.503)

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415)

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Filing Due Process Complaints

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (Education Code 56501; 20 USC 1415)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

3. The parent/guardian refuses to consent to an assessment of the student.

4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (Education Code 56502; 20 USC 1415; 34 CFR 300.508)

1. The student's name

2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

(cf. 6173 - Education for Homeless Children)

3. The name of the school the student attends

4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem

5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the state Office of Administrative Hearings, Special Education Division.

The request shall be filed within two years from the date the party initiating the request knew or had reason to know of the facts underlying the basis for the request. This timeline shall not apply if the district misrepresented that it had solved the problem or withheld required information from the parent/guardian. (Education Code 56505; 20 USC 1415; 34 CFR 300.507, 300.511)

District's Response to Due Process Complaints

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415; 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415; 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

2. A description of other options that the IEP team considered and the reasons that those options were rejected

3. A description of each assessment procedure, assessment, record, or report the district used as the basis for the proposed or refused action

4. A description of the factors that are relevant to the district's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally toresolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). (Education Code 56502)

In addition, either party may file a request with the state Office of Administrative Hearings for a mediation conference. (Education Code 56500.3)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

State Compliance Complaints

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file with the California Department of Education (CDE) a written and signed statement alleging that, within the previous year, any of the following occurred: (5 CCR 3200, 3201)

1. The district violated Part B of the Individuals with Disabilities Education Act (20 USC 1411-1419) and its implementing regulations (34 CFR 300.1-300.818).

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

2. The district violated Part 30 of the Education Code (Education Code 56000-56865) and 5 CCR 3200-3205.

3. The district violated the terms of a settlement agreement related to the provision of FAPE, excluding any allegation related to an attorney fees provision in a settlement agreement.

4. The district failed or refused to implement a due process hearing order to which the district is subject.

5. Physical safety concerns interfered with the provision of FAPE.

The complaint shall include: (5 CCR 3202; 34 CFR 300.153)

1. A statement that the district has violated or failed to comply with any provision set forth in 5 CCR 3201

2. The facts on which the statement is based

3. The signature and contact information for the complainant

4. If alleging violations with respect to a specific student, the student's name and address (or other available contact information for a homeless student), the name of the school that the student is attending, a description of the nature of the student's problem and facts related to the problem, and a proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed

The complainant shall forward a copy of the complaint to the Superintendent or designee at the same time the complaint is filed with CDE. (5 CCR 3202)

Within 30 days of the date of CDE's investigation report, the district or complainant may request reconsideration of the decision in accordance with 5 CCR 3204. Pending CDE's response, any corrective actions set forth in the report shall remain in effect and enforceable, unless stayed by a court. (5 CCR 3204)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

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

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student shall be placed in an NPS/A unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the placement is appropriate for the student. (Education Code 56342.1)

(cf. 6159 - Individualized Education Program)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

(cf. 1431 - Waivers)

Legal Reference:

EDUCATION CODE
56034-56035 Definitions of nonpublic, nonsectarian school and agency
56042 Placement not to be recommended by attorney with conflict of interest
56101 Waivers
56163 Certification
56168 Responsibility for education of student in hospital or health facility school
56195.8 Adoption of policies
56342.1 Individualized education program; placement
56360-56369 Implementation of special education
56711 Computation of state aid
56740-56743 Apportionments and reports
56760 Annual budget plan; service proportions
56775.5 Reimbursement of assessment and identification costs
56836.20-56836.21 Special education funding; SELPA contracts with nonpublic nonsectarian schools
FAMILY CODE
7911-7912 Interstate compact on placement of children
GOVERNMENT CODE
7570-7587 Interagency responsibilities for providing services to disabled children; especially:
7572.55 Seriously emotionally disturbed child; out-of-state placement
WELFARE AND INSTITUTIONS CODE
362.2 Out-of-home placement for IEP
727.1 Out-of-state placement of wards of court
CODE OF REGULATIONS, TITLE 5
3001 Definitions
3051-3051.24 Special education; standards for related services and staff qualifications
3060-3070 Nonpublic, nonsectarian school and agency services
UNITED STATES CODE, TITLE 20
1400-1487 Individuals with Disabilities Education Act
CODE OF FEDERAL REGULATIONS, TITLE 34
300.129-300.148 Children with disabilities in private schools
COURT DECISIONS
Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Management Resources:

WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office of Special Education and Rehabilitative Services: http://www.ed.gov/about/offices/list/osers

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

Master Contract

Every master contract between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreements for providing special education and designated instruction and services. The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)

1. Student-teacher ratios

2. Transportation specified in a student's individualized education program (IEP)

(cf. 3541.2 - Transportation for Students with Disabilities)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. Procedures for recordkeeping and documentation

4. The maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student

(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 6146.1 - High School Graduation Requirements)

5. An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP

6. A description of the process to be utilized by the district to oversee and evaluate

placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress

7. Procedures and responsibilities for attendance and unexcused absences

8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

For any student to be placed in an NPS/A, the Superintendent or designee shall develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

(cf. 6159 - Individualized Education Program)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results

2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in an NPS/A. (5 CCR 3069)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

Out-of-State Placements

Before contracting with an NPS/A outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by an NPS/A within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with an NPS/A outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

On-Site Visits

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement

2. A review of progress the student is making toward the goals set forth in the student's IEP

3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

4. An observation of the student during instruction

5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

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:	February 4, 2021
SUBJECT:	Acceptance of Gifts

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

a. Steven Blair wishes to donate to the District a vibraphone and a xylophone to be used by students enrolled in instrumental music classes at Jordan Middle School.

b. The Beta Epsilon Chapter of Delta Kappa Gamma wishes to donate to the District 40 books by and about women to be used in the Burbank and John Burroughs High School libraries.

c. Diane and Mark Evans wish to donate to the District a Mason baby grand piano to be used by students at Burbank High School.

d. The Bret Harte Elementary PTA wishes to donate to the District $1,400 to be used to pay for the services of a fine arts consultant at Bret Harte Elementary School.

e. The Jefferson Fundraising Committee wishes to donate to the District $2,869.76 to be used to purchase spirit wear for Thomas Jefferson Elementary School.

f. The Jefferson Fundraising Committee wishes to donate to the District $3,648.93 in conjunction with the Sherwood Forest Farms Fundraiser at Thomas Jefferson Elementary School.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	February 4, 2021
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 960033887 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 960033887 concerning services and/or school placement, a formal settlement agreement was offered on January 14, 2021 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:
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 960033887, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective January 14, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	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:	February 4, 2021
SUBJECT:	Amended Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to amend the Final Settlement Agreement for the Special Education Student 960018415 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 960018415 concerning services and/or school placement, a formal settlement agreement was offered on March 13, 2020 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability. This current amendment amends the March 13, 2020 settlement due to Covid restrictions preventing implementation.

Fiscal Impact:
Total not to exceed $9,600.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960018415, not to exceed $9,600 (01.0-65000.0-50010-36000-5813-7440000), effective March 13, 2020 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on April 16, 2020 at a total cost of $7,800. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the date to access services from May 13, 2020 to May 31, 2021 and it also increases the not to exceed amount by $1,800 for a total not to exceed of $9,600.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

January 21, 2021

Virtual (Online) Meeting
Burbank, California

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

STUDENT MEMBERS PRESENT:
Carmen Blanchard, Burbank High School
Nadaly Jones, John Burroughs High School

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

1. CALL TO ORDER

The Closed Session was called to order at 6:01 p.m. by Board President Aghakhanian.

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Comments and Responses

The Board adjourned to Closed Session at 6:02 p.m.

3. CLOSED SESSION

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

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

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

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

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 960007429, as presented in Confidential Exhibit 3e.

Confidential Exhibit (OF 28,534)

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 960002080, 960032205, 960016359 and 960012534.

Confidential Exhibit (OF 28,535)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:02 p.m. Board Member Emily Weisberg, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Frintner reported that Closed Session items 3a, 3b, 3c, 3d and 3f, were for discussion only, with no action taken. Item 3e, the Board of Education met in closed session and voted to approve the Findings of fact and recommendations submitted by the Administrative Hearing Panel for student 960007429, based upon the Board's review in closed session of the findings of fact and recommendations submitted by the Administrative Hearing Panel, the Board accepted the recommendation of the Administrative Hearing Panel to expel Student 960007429 based on violation of Education Codes 48900(i), 48900(n), and 48900.2.

The Board adopted the plan of rehabilitation recommended by the Panel, with no additional modifications.

The Board sets the first regular Board meeting of January, 2022, as the date on which the Board will review the student for readmission.

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

President Frintner then announced the passing of long-time District employee and local legend Helen von Seggern, who worked for the District for 43 years and Carole Lange, who worked for the District over 30 years, and expressed his condolences to their families and friends and announced that tonight's Board of Education meeting would be adjourned in their memory.

6. ADJUSTMENTS TO THE AGENDA

Superintendent Hill requested that items 10c and 11f be pulled from the agenda.

7. ITEMS FOR FUTURE AGENDAS

Member Weisberg requested that an invitation be extended to Sergeant Stephen Turner, Burbank Police Department to an upcoming Board meeting to provide an update regarding the School Resource Officers (SROs) program.

8. REPORTS FROM THE BOARD

8.a Student Representatives

Carmen Blanchard, BHS and Nadaly Jones, JBHS, reported on activities at their respective schools.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications

Elisa Hemingway, Parent, was allowed to join the meeting via a Zoom format. She commented on Distance Learning, shared her personal thoughts regarding the challenges with the current hybrid plan, asked a few questions, and suggested working together in a creative way for the benefit of students.

Nicole Drabecki, Teacher and BTA Vice President, was allowed to join the meeting via the Zoom format. She reported on behalf of BTA President Diana Abasta. She congratulated President Frintner and Member Weisberg and commented on various subjects such as working together to return safely, finding other options to implement other accredited teacher programs with a lower price tag, focusing on vaccinations and next steps for student learning deficits and needs, grants available, plans to reopen in 2021-2022, and the continued work to address systematic bias, budget restrictions, and the need to continue to work together. She also commented on the passing of Carole Lange and expressed her condolences to her family and friends.

Shauna Millman, Parent, was allowed to join the meeting via a Zoom format. She commented regarding the reopening of schools, shared her personal thoughts and asked a few questions. She also commented on the possibility of implementing an International Baccalaureate (IB) program at JBHS and suggested that funding be provided through grants and/or fundraising efforts and volunteered to work with the District to look at options.

9.b Staff Responses

Superintendent Hill thanked all the speakers for their comments and provided an update regarding Distance Learning and the reopening of schools to address parents Elisa Hemingway and Shauna Millman. As required by the state, cases must be below 25 per one hundred-thousand residents and currently the numbers in LA County have tripled. The data seems to be getting better and he and staff will continue to plan for a safe return to school; however, the potential of reopening this year is unlikely. The District will focus on employee vaccinations between February through April and then look at what the fall semester will look like. The current model will continue to be revised. The decision to continue with Distance Learning in November 2020 through the end of the year, allows the possibly to bring back small groups such as Special Ed, English Learners, activities, athletics to address the social-emotional learning component, which will be the focus in spring 2021 rather than changing the model in May. The other planning component is the funding available, which continues to change on a daily basis. The focus now

is Distance Learning to continue to improve, employee vaccinations, and COVID-19 data decrease to bring back small student groups. He thanked Diana Abasta and Nicole Drabecki for their feedback regarding the Alder Graduate agreement listed on the agenda and noted that the feedback was received and he was looking forward to working with BTA to find a residency program and to find pathways to offer classified employees the opportunity to become teachers and he appreciated the feedback. He was excited to hear BTA's commitment regarding Diversity, Equity, and Inclusion and the District's commitment to work with BTA, CSEA, and BASA to develop new practices. He agreed with parent Shauna Millman that the International Baccalaureate program is a great program and thanked her for her suggestions; however, the budget deficient and priorities are being considered and this topic will require further conversations with the Board.

9.c Board Members' Comments and Responses

Member Weisberg was excited to hear BTA's commitment to continue the work on diversity and thanked the teachers for working hard to implement some of the changes. She also thanked employee Jose Ontiveros for delivering her mail and Superintendent Hill and Kimberley Clark from relocating the Glossary of Terms list to the Board of Education page on the District's website. She suggested the possibility of researching the cost and feasibility of providing Spanish/Armenian/ASL translations for future Board of Education meetings.

Member Aghakhanian thanked student Board Members for their thorough reports. He thanked Superintendent Hill for his update and noted that COVID-19 numbers are not looking good and hoped for the best for a safe return to school in the future.

Clerk Ferguson thanked all the speakers, including Superintendent Hill for addressing Nicole Drabecki's comments. He was looking forward to the outcome of finding other teacher opportunities. He addressed parents Hemingway and Millman regarding Distance Learning and funding and requested that Superintendent Hill provide an update during future Superintendent's reports regarding new and/or up-to-date information, including federal and state funding to avoid misinformation. This has been a painful time and he and the Board are focused on the safety of students and staff and continuing to develop plans. The approval of state and federal guidelines trickles down to the local level and asked for patience as the information continues to be received daily. He wished a speedy recovery to Diana Abasta and noted that the focus was to get all students across the finish line this year.

Vice President Tabet thanked all the speakers for their comments and Clerk Ferguson for remembering BUSD staff and those who have suffered through the pandemic. She also thanked all employees who clean and protect District schools to ensure that students return to clean spaces. She addressed the parents who commented on having a plan and to communicate the plan. She believes in planning and knows that senior staff are working hard to plan as much as possible; however, things change daily and decisions will be made at the right time. She then commented on the passing of Helen von Seggern and shared her personal interactions and expressed her condolences to her family and friends. She also announced the upcoming JBHS virtual talent and Pop Shows and encouraged audience participation.

President Frintner thanked all the speakers for sharing their thoughts regarding the Distance Learning model, as he appreciated their thoughts and ideas. He appreciated the dialogue regarding the Adler agreement. Superintendent Hill will work with BTA to find other options and wished Diana Abasta a speedy recovery as she fell into the effects of COVID-19. The reopening of schools and the decision to continue Distance Learning was in November 2020 due to COVID-19 high numbers and most likely Distance Learning for the rest of the year and will continue to plan for the next school year. Things change constantly and he is hopeful that we continue to try to do the best for students and staff and to try

to find opportunities as they become safely available. He recently attended the JBHS Junior States of America (JSA) virtual meeting to discuss COVID-19. It was refreshing to hear from students, as the challenge would be the safety of students and staff. He noted that the International Baccalaureate program is a cost factor that would be difficult to implement, but worth looking into it. He then thanked JSA student Sophia Morris for coordinating the recent vent.

10. REPORTS TO THE BOARD

10.a Superintendent's Comments

Superintendent Hill reported that LA County Public Health will begin vaccinating residents 65 and older and encouraged residents and District employees 65 and older to continue to make appointments as the County deals with its own appointment challenges. He also highlighted the District's $18M deficit in the second year and noted that staff is currently reviewing the Governor's budget proposal. Some of the issues will be resolved; however, the deficit will not be resolved, as the District continues to deal with declining enrollment and possible staffing reductions, as well as other unknown deficits. He will continue to report budget information at future meetings and encouraged everyone to keep informed about federal and state funding and to provide feedback and or suggestions to be able to advocate to elected officials and to continue the difficult funding conversations.

10.b Report on Distance Learning

Matt Hill, Superintendent, will report on the progress of distance learning.

Superintendent Hill used a PowerPoint to guide his presentation. He reported on the current average number of meals, Chromebooks, and hotspots distributed to date and noted that the Chromebook order ETA has been moved to March 2021 and that staff continues to work on checking all distributed hotspots for any not being used. He then reviewed the average attendance data through January 15, 2021 and noted that District's overall attendance rate is 97% and that Synchronous and Asynchronous Learning and Friday's Asynchronous data remain the consistent.

Clerk Ferguson asked about the March 2021 Chromebook backorder. Superintendent Hill confirmed that the order was placed on October 7, 2020 and the estimated deliver date continues to change.

Member Aghakhanian asked about any requests for head phones. Superintendent Hill noted that requests for head phones had not been received to date.

Distance Learning Update_012121 (OF 28,536)

10.c Report on the Superintendent's Fundraising Advisory Committee - **PULLED**

John Paramo, Assistant Superintendent, Educational Services, reported on the progress of the Superintendent's Advisory Committee, as presented.

PULLED - 1 21_Fundraising_Report_to_the_Board.pdf

10.d First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations

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

Policy Updates_July 2020_1st Read_012121.pdf (OF 28,538)

Superintendent Hill reported that the updates presented at this time are the July 2020 Board Policies sent to the District by the California School Boards Association. These policies have been reviewed by the subcommittee consisting of two Board of Education and appropriate administrative staff and that there were no significant changes.

Member Weisberg noted that in reviewing the sexual harassment policy she noticed that a discrimination, related to ethnicity policy clearly stated process was not included.

Superintendent Hill noted that CSBA has not identified such guidelines and that the Diversity, Equity, and Inclusion Committee was currently reviewing the Administrative Regulations to include discrimination and hoped the District becomes a leader as the policy will be submitted to the California School Boards Association for approval.

11. NEW AND/OR UNFINISHED BUSINESS

11.a Adoption of Resolution 22 Proclaiming the Month of February 2021, in Recognition of National Black History Month

That the Board of Education adopt Resolution 22 Proclaiming the Month of February 2021, in recognition of National Black History Month in the Burbank Unified School District, as presented.

Resolution in recognition of National Black History Month 2021 (1).pdf (OF 28,539)

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

11.b Adoption of Resolution 23 Proclaiming the Month of February 2021, as Teen Dating Violence Awareness and Prevention Month

That the Board of Education adopt Resolution 23 Proclaiming the Month of February 2021, as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District, as presented.

Resolution_23_Teen_Dating_Violence_Awareness_Month_2021.doc.pdf (OF 28,540)

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

11.c Adoption of Resolution 24 Accepting the "Certificate of the Canvass of the Election Returns"

That the Board of Education adopt Resolution 24 accepting the "Certificate of the Canvass of the Election Returns," as presented.

Resolution 24_Election Results_012121.pdf (OF 28,541)

Superintendent Hill reported that the recent election of Board of Education Members was consolidated for the first time with the Presidential General Election held November 3, 2020, and the Los Angeles County Registrar-Recorder's Office. Four candidates vied for the three open seats on the Board of Education, for a full term of four years. The final costs of the District's General Election as conducted by the County's Registrar-Recorder/County Clerk are yet to be determined.

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

11.d Approval of Board Representation on District and Community Committees / Groups for 2021

That the Board of Education determine and approve the list of Board Representation on Committees / Groups for 2021, as presented.

Board Representation on Committees_Report_012121.pdf (OF 28,542)

Superintendent Hill reported that Pursuant to Board Policy Bylaw 9140: Board Representatives, the Board may appoint any of its members to serve as its representatives on District or advisory committees of other public agencies or organizations. When making such appointments, the Board shall clearly specify, on a case-by-case basis, the authority and responsibilities involved. Board representatives are not granted District approval or endorsement for any activity without prior Board approval.

President Frintner reviewed the list and received consensus from other Board Members on the assignments for the upcoming year.

Member Aghakhanian suggested that the Board representations be done each year. Kimberley Clark noted that this is an annual report; however, it had not been presented to the Board due to change of date for the November 2020 elections and suggested that next year the Representation on Committees be presented to the Board at the same time as the reorganization of the Board, which will take place in December 2021.

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

11.e Adoption of Resolution 25 Proclaiming the Week of February 1, 2021 through February 5, 2021, as School Counseling Week

That the Board of Education adopt Resolution 25 Proclaiming the week of February 1, 2021 through February 5, 2021, as School Counseling Week in the Burbank Unified School District, as presented.

Resolution 25 - Counselors Week.pdf (OF 28,543)

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

11.f Approval of Agreement with Alder Graduate School of Education - **PULLED**

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Alder Graduate School of Education to recruit teaching candidates, not to exceed $50,000 annually (01.0-32150.0-11100-10000-5810-7409000), effective January 22, 2021 through June 30, 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.

PULLED Agreement - Alder.pdf

11.g Adoption of Resolution 26 for the Elimination or Reduction of Services for Classified Positions

That the Board of Education adopt Resolution 26 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 26- Reduction in Force.pdf (OF 28,545)

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

11.h Approval of 2019-2020 School Accountability Report Cards

That the Board of Education approve the 2019-2020 School Accountability Report Cards prepared in 2020-2021, as presented. Due to the size of each document, the School Accountability Report Cards (SARCs) will not be duplicated for distribution; however, copies of each site's SARC is available for review in the Instructional Services Department or by contacting Dr. Peter Knapik at (818) 729-4482 or by email at peterknapik@burbankusd.org.

SARCs January 21 2021.pdf (OF 28,546)

Peter Knapik reported that Education Code Section 35256 requires the Governing Board of each school district to annually issue a School Accountability Report Card (SARC) for each school in a school district, publicize such reports, and notify parents or guardians of students that a copy will be provided upon request. SARCs are completed mainly with data provided by the California Department of Education that comes from the previous school year that is why SARCs are one year behind. State law requires that the facility inspection be reflected on the SARC in accordance with Education Code Sections 33126 and 33126.1. The Office of Public School Construction (OPSC) Facility Inspection Tool (FIT) or a

locally developed instrument that meets the same legal requirements must be utilized during these inspections to determine if a school facility is in "good repair" and to rate the facility accordingly. LEAs should ensure that the data collected in the most recent available FIT report is used to populate the SARC regarding the school facility conditions and the "repair status" of facilities. The year and month of the most recent FIT report should also be identified. The adoption of the SARC is a compliance requirement for Title I.

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

11.i Acceptance of Gifts

That the Board of Education took action accepting the following gifts to the District, and that the Board President convey appreciation to the donors, as presented.

Gift Report_012121.pdf (OF 28,547)

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

12 CONSENT AGENDA

12.a Action on Student Expulsion

The Board of Education took 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 960007429, as presented in Confidential Exhibit 3e.

Confidential Exhibit (OF 28,534)

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960012534, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective January 7, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960012534 Settlement Agreement.pdf CE (OF 28,535)

12.c Action on Final Settlement Agreement (Special Education)

That the Board of Education approve Final Settlement Agreement for Special Education Student 960016359, not to exceed $5,000 (01.0-65000.0-50010-36000-5813-7440000), effective January 8, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960016359 Settlement Agreement.pdf CE (OF 28,535)

12.d Amended Final Settlement Agreement (Special Education)

That the Board of Education amend Final Settlement Agreement for Special Education Student 960032205, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective November 4, 2019 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Settlement Agreement was approved on November 21, 2019 with no fiscal impact to the District. The second amendment was on June 4, 2020. Due to COVID-19 and school closures, Student was unable to access the agreed upon services. This amendment is extending the amended end date of October 30, 2020 to June 30, 2021.

SPED Student 960032205_Amended_Settlement Agreement.pdf CE (OF 28,535)

12.e Amended Final Settlement Agreement (Special Education)

That the Board of Education amend Final Settlement Agreement for Special Education Student 960002080, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective August 12, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Settlement Agreement was approved on August 15, 2019 at no cost to the District. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the date to access services from May 21 2021 to June 30, 2021, at no cost to the District.

SPED Student 960002080_Amended_Settlement Agreement.pdf CE (OF 28,535)

12.f Approval of Minutes

That the Board of Education approve the minutes of the Special Meeting of December 14, 2020, as presented.

Minutes.12.14.20.SP.pdf (OF 28,548)

12.g Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of December 17, 2020, as presented.

Minutes.12.17.20.pdf (OF 28,549)

12.h Approval of Personnel Report Number 20-21-11

That the Board of Education approve Personnel Report number 20-21-11, covering Certificated and Classified personnel, and consisting of Pages 1 to 16 inclusive, as presented.

Personnel Report.pdf (OF 28,550)

12.i 2020-2021 Purchase Order Report

That the Board of Education approve Purchase Orders for 2020-2021 as listed through December 7, 2020, as presented.

2020-2021 Purchase Order Report.pdf (OF 28,551)

12.j Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $21,138,646.80 commercial warrants in the total amount of $6,801,375.92, as presented.

Warrants.pdf (OF 28,552)

12.k Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between the Burbank Unified School District and Language Resources of America, LRA Interpreters, Inc., to provide interpreting and translation services for Burbank Special Education students, not to exceed $160,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was July 16, 2020. The effective date is from July 1, 2020 through June 30, 2021. The amendment adds an additional $80,000 to the original agreement making the total not to exceed $160,000.

SPED LRA_Amended.pdf (OF 28,553)

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

That the Board of Education ratify 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 $2,800 (01.0-65000.0-57602-11900-5850-7440000), effective November 1, 2020 through May 27, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Students 960025268_Jessica Richards_Ratified.docx.pdf (OF 28,554)

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

That the Board of Education, approve reimbursement to the parent of Special Education Student 960019724 visit student who attends a Non-Public School (NPS), per IEP, not to exceed $1,200 (01.0-65000.0-50010-36000-5813-7440000), effective August 1, 2021 through May 27, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960019724_Parent Reimbursement.pdf (OF 28,555)

12.n Ratification and Approval of Instructional Consultant Services

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

Instructional Consultants with backup-Redacted.pdf (OF 28,556)

12.o Approval of Non-Instructional Consultant Services

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

Non-Instructional Consultants.pdf (OF 28,557)

12.p Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

That the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021, Report Summary No. 2, October 1 through December 31, 2020 as presented.

Williams_Report_2nd_quarter_2020_21.pdf (OF 28,558)

12.q Approval Amended of Authorization of Signatures

That the Board of Education approve the authorization of signatures, for the period of January 22, 2021 through January 23, 2022, as presented.

Authorization of Signatures Amended 2020-21.pdf (OF 28,559)

President Frintner announced the retirement of elementary teacher Debby Demyanek, Jefferson Elementary School and thanked her for her years of service to the District.

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

13 REQUESTS TO ADDRESS THE BOARD

13.a Public Communications - were allowed during 9a only.

13.b Staff Responses – There were no staff responses.

13.c Board Members' Comments and Responses

Clerk Tabet announced the passing of Liz Carletta, wife of School Facilities Oversight Committee (SFOC) Member David Carletta. She commented on the support to the District and the community and noted that she was an amazing person. She expressed her condolences to the family and friends and noted that Ms. Carletta will be missed.

Member Ferguson also expressed his condolences and requested a sympathy certificate be presented to the Carletta family.

President Frintner also expressed his condolences to Dr. Carletta and his family.

Member Aghakhanian announced the upcoming Burbank Arts and Education Foundation Bingo Night event and encourage participation.

14 ADJOURNMENT

The meeting adjourned at 8:56 p.m. in memory of Helen von Seggern and Carole Lange.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

2/4/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

TO: Board of Education / Superintendent Consent 2/04/2021

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

SUBJECT: Certificated Personnel - Report Number 20-21-12. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

ELECTION: ADULT TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HERNANDEZ, HAROLD Adult School	Teacher: Adult School Electrician 1	11.0-63910.0-41104-10000-1130-5330000	100			1/20/2021
MORRISSEY, LORI Adult School	Teacher: Adult School Pre-Certified Nursing Assistant	11.0-63910.0-41104-10000-1130-5330000	100			1/15/2021

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
TOWN, NATALIE Human Resources	Sub Tchr/spec Ed Sub Tchr	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 11/7/2019	1/7/2021
LAWMASTER, MELISSA Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100			1/19/2021
MARTIN, LAUREN Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 1/./7/2018	1/13/2021
PIERCE, JUDITH Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 5/27/1986	1/7/2021

ELECTION: INTERVENTION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DAVIS, MAGGIE Jefferson Elementary School	Teacher: Intervention Intervention	01.0-01500.0-11100-10012-1130-2062000	100			1/6/2021

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SPANGLER, BRIDGET Health Services	School Nurse - FTE:80%	01.0-00000.0-00000-31400-1216-7720025	75	RA:001 - ST:04		1/4/2021
		01.0-00000.0-00000-31400-1216-7720000	25			5/28/2021

CHANGE OF SALARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CABRAL, ANGELA Roosevelt Elementary School	Elementary Teacher Elem. Tchr-Intermediate-temporary -	01.0-00000.0-11100-10000-1110-2140000	100	Salary Rate: $5,596.82	To change placement on salary schedule due to verification received	1/4/2021 5/28/2021
EMAMJOMEH, MOJGAHN Burbank High School	Teacher PE/Dance - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	Salary Rate: $5596.82 STP: $1345	Should have been Chg of Class 1/2020	1/1/2020
KAUR, HARJOT Burroughs High School	Teacher English - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	Salary Rate: $5868.18 STP: $1345	To add MA effective 8/1/2020	8/1/2020
ENOKIAN, STEFANIE Luther Middle School	Teacher Social Science - FTE:100%	01.0-00000.0-11100-10000-1110-3200000	100	Salary Rate: $7586.09	Correct to Mid-Year Roll	1/1/2020
ENOKIAN, STEFANIE Luther Middle School	Teacher: Additional Fte Teacher: Additional FTE	01.0-00000.0-11100-10000-1112-3200000	100	Salary Rate: $	Add. .2 FTE Spring 19-20	1/1/2020 6/30/2020

CHANGE OF FTE %	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GODOY-TRAVIESO, PATRICIA Health Services	School Nurse School Nurse - FTE:40%	01.0-00000.0-00000-31400-1216-7720025 01.0-56400.0-00000-31400-1216-7728000	50 50	 STP: $1345	Temporary .20 Assignment	1/4/2021 5/28/2021

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
RIVERA, ROSA Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:003 - ST:07	Site Closure	12/16/2020 12/28/2020
CT-0117-20, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:100%	12.0-90602.0-11100-10000-1110-2100000	100	RA:005 - ST:06 STP: $82	Paid Leave of Absence per ed code (Covid)	1/7/2021 1/15/2021
CT-0118-20, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:43.8%	12.0-90602.0-11100-10000-1110-2020000	100	RA:004 - ST:02	Paid Leave of Absence per ed code (Covid)	1/7/2021 1/15/2021
CT-0128-21, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:43.8%	12.0-90602.0-11100-10000-1110-2020000	100	RA:004 - ST:02	To extend end date of Paid Leave of Absence per ed code (Covid)	1/16/2021 1/21/2021
CT-0133-21, Childrens Center	Cc Teacher: School Age CC Teacher-12 months -	12.0-50250.1-11100-10000-1110-2050000	100	RA:003 - ST:08 STP: $82	Paid Leave of Absence per ed code (Covid)	1/11/2021 1/18/2021
CT-0134-21, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:43.8%	12.0-90602.0-11100-10000-1110-2150000	100	RA:003 - ST:07	Paid Leave of Absence per ed code (Covid)	1/11/2021 1/18/2021
CT-0137-21, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:100%	12.0-90602.0-11100-10000-1110-2010000	100	RA:005 - ST:03 STP: $82	Paid Leave of Absence per ed code (Covid)	1/15/2021 1/22/2021
CT-0138-21, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:50%	12.0-90602.0-11100-10000-1110-2150000	100	RA:005 - ST:08	Paid Leave of Absence per ed code (Covid)	1/15/2021 1/22/2021
CT-0107-20, Childrens Center	Elementary Teacher Leave of Absence - FTE:100%	12.0-61050.1-11100-10000-1110-2160000	100	RA:002 - ST:08 STP: $179	ESPLA LOA	12/28/2020 12/31/2020

CT-0142-20, Childrens Center	Elementary Teacher Leave of Absence - FTE:100%	12.0-61050.1-11100-10000-1110-2160000	100	RA:002 - ST:08 STP: $179	ESPLA LOA	1/1/2021 01/08/2021
SHIN, HELEN Emerson Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2030000	100	RA:006 - ST:09	Parental Bonding LOA	1/18/2021 4/2/2021
TIMONEY, JENNIFER Mc Kinley Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2090000	100	RA:006 - ST:08 STP: $1345	Child/ Parental Bonding LOA	1/11/2021 4/9/2021
SKUJINS, JULIE Roosevelt Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2140000	100	RA:006 - ST:16 STP: $1334	Parental Bonding	12/1/2020 12/4/2020
GIVEN, SARAH Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-06350.0-38000-10000-1110-7910000 01.0-00000.0-38000-10000-1110-4310000	40 60	RA:006 - ST:10	Child/Parental Bonding	1/4/2021 1/29/2021

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
STRUYK, CONNIE Jefferson Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100	RA:006 - ST:09		1/4/2021

STIPEND: LONGEVITY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HERNANDEZ, GLORIA Childrens Center	Cc Teacher: School Age CC Teacher-12 months - FTE:100%	12.0-61050.1-11100-10000-1110-2160000	100	STP: $179	12 year Cc Teacher longevity	9/1/2020

CORRECTION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT-0134-21, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:43.8%	12.0-90602.0-11100-10000-1110-2150000	100	RA:003 - ST:07	Correction to end date of Paid Leave of Absence per ed code (Covid)	1/11/2021 1/21/2021

DEATH OF EMPLOYEE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
LANGE, CAROL Childrens Center	Cc Teacher: School Age - FTE:100%	12.0-90602.0-11100-10000-1110-2150000	100		Began Service 9/13/1991	1/19/2021

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
VAUGHAN, JANELLE Emerson Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2030000	100			10/19/0202 4/2/2021
VAUGHAN, JANELLE Emerson Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2030000	100			10/19/2020 4/30/2021
RAAD, RACHEL Jefferson Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2060000	100			11/23/2020 2/15/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 20-21-12

February 4, 2021
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Abrams, Sarah	Spec Ed	Home Teacher	Hourly	$36.09	120	January - May
Almasi, Christine	Miller	Intervention Teaching	Hourly	$45.52	220	January - May
Almasi, Christine	Miller	Intervention Planning	Hourly	$33.77	16.5	January - May
Arenal, Shannon	Spec Ed	Additional Duties	Hourly	$78.74	2	January
Asmussen, Liann	Muir	Master Teacher	Stipend	$300	1	August- December
Avagyan, Anush	Adult	Weekly Assignment-Spring	Hourly	$39.63	108	January - May
Avanesian, Ellin	Jefferson	Intervention Teaching	Hourly	$45.52	20	January - May
Bercini, Tamorah	Emerson	Intervention Teaching	Hourly	$45.52	184.25	January - May
Bercini, Tamorah	Emerson	Intervention Planning	Hourly	$33.77	33.5	January - May
Berhitoe, George	Adult	Weekly Assignment-Spring	Hourly	$46.56	132	January - May
Bigger, Dena	Spec Ed	Intervention Teaching	Hourly	$45.52	40	January- May
Bowne, Shelby	Stevenson	Intervention Planning	Hourly	$33.77	20	January – June
Bowne, Shelby	Stevenson	Intervention Teaching	Hourly	$33.77	120	January - June
Boylan, Alicia	Harte	Intervention Teaching	Hourly	$45.52	12	January – March
Boylan, Alicia	Harte	Intervention Planning	Hourly	$33.77	5	January – March
Bravo, Michael	Emerson	Intervention Teaching	Hourly	$45.52	48	January - May
Bravo, Michael	Emerson	Intervention Planning	Hourly	$33.77	20	January - May
Carlton, Lee	JBHS	Extra Duty- Other Hourly	Hourly	$33.77	100	January- May
Caroleo, Sarah	Harte	Intervention Teaching	Hourly	$45.52	6	January - March
Carson, Emily	Washington	Intervention Teaching	Hourly	$45.52	167	January - April
Casper, Jennifer	Muir	Intervention Teaching	Hourly	$45.52	40	January- May
Chae, David	Adult	Weekly Assignment-Spring	Hourly	$38.16	108	January - May
Clarke, Kelli	Emerson	Intervention Teaching	Hourly	$45.52	100	January - May
Clarke, Kelli	Emerson	Intervention Planning	Hourly	$33.77	20	January - May
Clendenin, Erin	Jefferson	Intervention Teaching	Hourly	$45.52	75	January - May
Colvin-Marvin, Katherine	Providencia	Master Teacher	Stipend	$300	1	August- December
Conahan, Kari	Emerson	Intervention Teaching	Hourly	$45.52	201	January – May
Conahan, Kari	Emerson	Intervention Planning	Hourly	$33.77	33.5	January - May
Cooney, Margaret	Adult	Weekly Assignment-Spring	Hourly	$46.56	192.5	January - May
Curran, Emily	Spec Ed	Additional Duties	Hourly	$83.80	2	January
Davis, Maggie	Jefferson	Intervention Teaching	Hourly	$45.52	40	January - May

Dawes, Jacqueline	Spec Ed	Intervention Planning	Hourly	$33.77	20	January- May
Desai, Rekha	Adult	Weekly Assignment-Spring	Hourly	$46.56	102	January - May
Dionysian, Zvart	Adult	Weekly Assignment-Spring	Hourly	$39.63	96	January - May
Emamjomeh, Mojgahn	BHS	Coaching- Other Hourly	Hourly	$33.77	29.93	January- May
Gibson, Karen	Stevenson	Intervention Planning	Hourly	$33.77	20	January – June
Gibson, Karen	Stevenson	Intervention Teaching	Hourly	$45.52	120	January - June
Gomez, Jennifer	Spec Ed	Intervention Planning	Hourly	$33.77	20	January- May
Gresham, Janice	Spec Ed	Intervention Teaching	Hourly	$45.52	10	January
Harrison, Lisa	Spec. Ed	Intervention Teaching	Hourly	$45.52	28	January
Hiatt, Kevin	BHS	Class Coverage	Hourly	$46.60	3	December
Howitt, Elayne	Spec Ed	Intervention Teaching	Hourly	$45.52	44	January – May
Johnson, Sandra	Edison	Intervention Teaching	Hourly	$45.52	10.8	January
Jurman, Marla	Jefferson	Master Teacher	Stipend	$300	1	August- December
Khachikyan Ayvazian, L.	Miller	Intervention Teaching	Hourly	$45.52	220	January - May
Khachikyan Ayvazian, L.	Miller	Intervention Planning	Hourly	$33.77	16.5	January - May
Keshishi, Yvette	Adult	Weekly Assignment-Spring	Hourly	$46.56	192.5	January - May
Kong, Joy	Miller	Intervention Teaching	Hourly	$45.52	220	January - May
Kong, Joy	Miller	Intervention Planning	Hourly	$33.77	11	January - May
Larson, Susan	Miller	Intervention Teaching	Hourly	$45.52	132	January - May
Larson, Susan	Miller	Intervention Planning	Hourly	$33.77	16.5	January - May
Lee, Cindy	Adult	Weekly Assignment-Spring	Hourly	$41.37	555	January - May
Marinelli, Jean	Washington	Intervention Teaching	Hourly	$45.52	150	January - April
Matlock, Colleen	Adult	Weekly Assignment-Spring	Hourly	$39.63	68	January – May
Matsumoto, Linda	Adult	Weekly Assignment-Spring	Hourly	$42.74	29.75	January – May
Meller, Emma	Miller	Intervention Teaching	Hourly	$45.52	165	January - May
Meller, Emma	Miller	Intervention Teaching	Hourly	$45.52	55	January - May
Meller, Emma	Miller	Intervention Planning	Hourly	$33.77	5.5	January – May
Meller, Emma	Miller	Intervention Planning	Hourly	$33.77	11	January - Ma
Movsessian, Armenia	BHS	Coaching	Stipend	$4570.00	1	August- June
Mucha, Michelle	Spec Ed	Home Teacher	Hourly	$36.09	120	January - May
Nguyen, Duc	Adult	Weekly Assignment-Spring	Hourly	$39.83	550	January – May
O'Keefe, Heather	Muir	Intervention Teaching	Hourly	$45.52	25	January- May
Osborne, Samuel	Adult	Weekly Assignment-Spring	Hourly	$39.63	68	January – May
Ovasapyan, Aida	CC	Site Class Coverage	Hourly	$20.17	40	January
Perez, Kimberly	Miller	Intervention Planning	Hourly	$33.77	.5	November - December
Perez, Kimberly	Miller	Intervention Teaching	Hourly	$45.52	165	January - May
Perez, Kimberly	Miller	Intervention Teaching	Hourly	$45.52	55	January - May
Perez, Kimberly	Miller	Intervention Planning	Hourly	$33.77	16.5	January - May
Pippert, Elva	Disney	Intervention Planning	Hourly	$33.77	3.5	December – May
Pippert, Elva	Disney	Intervention Teaching	Hourly	$45.52	4	January – May

Pippert, Elva	Disney	Intervention Teaching	Hourly	$45.52	20.25	January - May
Pippert, Elva	Disney	Intervention Planning	Hourly	$33.77	7	December – May
Riner, Justin	Muir	Intervention Teaching	Hourly	$45.52	25	January- May
Rodney, John	Adult	Weekly Assignment-Spring	Hourly	$48.45	102	January - May
Rosa, Brian	Adult	Weekly Assignment-Spring	Hourly	$41.37	90	January - May
Sandifer, Amanda	BHS	Coaching- Other Hourly	Hourly	$33.77	29.93	January- May
Sarna, Barry	Muir	Intervention Teaching	Hourly	$45.52	40	January- May
Smith, Candace	Harte	Intervention Planning	Hourly	$33.77	50	January - May
Smith, Candace	Harte	Intervention Teaching	Hourly	$45.52	100	January – May
Smith, Candace	Harte	Intervention Planning	Hourly	$33.77	5	January - May
Smith, Candace	Harte	Intervention Teaching	Hourly	$45.52	12	January - May
Tobin, Jill	JBHS	Extra Duty- Other Hourly	Hourly	$33.77	200	January- May
Tyler, Patrick	BHS	Coaching	Stipend	$4570.00	1	August- June
Udall, Kristin	Jefferson	Intervention Teaching	Hourly	$45.52	80	January - May
Vasquez, Jonathan	Adult	Weekly Assignment-Spring	Hourly	$46.56	556	January – May
Van Aalsburg, Allison	Washington	Intervention Teaching	Hourly	$45.52	177	January - April
Vehuni, Lilit	Adult	Weekly Assignment-Spring	Hourly	$46.56	60	January – May
Vehuni, Lilit	Adult	Weekly Assignment-Spring	Hourly	$46.56	530.5	January – May
Vournas, Anastasia	Muir	Intervention Teaching	Hourly	$45.52	25	January- May
Wahe, Debra	Spec Ed	Intervention Teaching	Hourly	$45.52	58	January
Walden, Melissa	Spec Ed	Intervention Planning	Hourly	$33.77	40	January- May
Walden, Melissa	Spec Ed	Intervention Teaching	Hourly	$45.52	40	January- May
Wenzel, Anne	Spec Ed	Intervention Planning	Hourly	$33.77	13	January - June
Wenzel, Anne	Spec Ed	Intervention Teaching	Hourly	$45.52	25	January
Zepeda, Delores	CC	Site Class Coverage	Hourly	$21.67	75	January - February

Retirement								
ORELLANA, Edgar	Custodian	01.0-00100.0-00000-82100-2210-4320000	1.0	35-VI	A	02-19-21		Burroughs High School
Resignation								
CAMPOS, Mariela	Career Center Technician	01.0-00000.0-00000-31100-2210-4320000	1.0	39-VI	B	01-03-21		Burroughs High School
PARRET, Carrie	Instructional Assistant-Severely Impaired	01.0-33100.0-57601-11100-2110-2143000	.625	35-III	D	01-15-21		Roosevelt Elementary
Leave								
BARRAGAN, Erika	Attendance Clerk	01.0-00000.0-00000-27000-2410-4320000	1.0	33-VI	C	08-01-20	08-01-21	Burroughs High School FMLA
BONILLA, Cindy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-IV	D	01-04-21	04-05-21	Special Education Unpaid Career Advancement
CL 0010-20		01.0-00100.0-00000-82100-2210-3200000	1.0	35-III	A		01-04-21	Human Resources EPSLA – add end date
CL 0054-20		01.0-00100.0-00000-82100-2210-7520000	1.0	35-III	A		12-18-20	Human Resources EPSLA – change end date
CL 0073-20		01.0-00100.0-00000-82200-2210-7520000	.50	40-VI	A		12-14-20	Human Resources EPSLA – change end date
CL 0088-20		12.0-90602.0-11100-10000-2110-2140000 12.0-90603.0-00010-10000-2110-5300000	.375 .625	32-V	D A	12-14-20 12-14-20	12-31-20 12-31-20	Human Resources EPSLA change to end date
CL 0095-20		13.0-53100.0-00000-37000-2210-3200000 13.0-53100.0-00000-37000-2210-7490002	.25 .50	27-VI 33-V	D C	12-11-20 12-11-20	12-18-20 12-18-20	Human Resources EPSLA
CL 0096-20		13.0-53100.0-00000-37009-2312-4310000	1.0	S-IV	I	12-18-20	12-18-20	Human Resources EPSLA
CL 0097-20		12.0-90602.0-11100-10000-2110-2140000	.25	32-VI	D	12-16-20	12-23-20	Human Resources EPSLA
CL 0098-20		13.0-53100.0-00000-37009-2312-3200000 13.0-53100.0-00000-37009-2312-7490002	.375 .625	R-VII	D	12-17-20	12-18-20	Human Resources EPSLA
CL 0099-20		13.0-53100.0-00000-37000-2210-2090000	.6875	32-VI	I	12-18-20	12-28-20	Human Resources EPSLA

Leave (Continued)

CL 0100-20	13.0-53100.0-00000-37009-2312-3220000	1.0	S-I	I	12-14-20	12-18-20	Human Resources EPSLA
CL 0101-20	13.0-53100.0-00000-37000-2312-7490000	1.0	H-VII	A	12-21-20	12-23-20	Human Resources EPSLA
CL 0102-20	13.0-53100.0-00000-37000-2210-3200000	.375	32-VI	D	12-18-20	12-29-20	Human Resources
	13.0-53100.0-00000-37000-2210-3200000	.1875		D	12-18-20	12-29-20	EPSLA
CL 0103-20	01.0-00000.0-00000-27000-2410-4320000	1.0	40-VI	A	12-08-20	12-18-20	Human Resources EPSLA
CL 0104-20	01.0-00000.0-00000-27000-2410-4320000	1.0	39-IV	A	12-14-20	12-18-20	Human Resources EPSLA
CL 0105-20	01.0-00000.0-11100-10009-2910-3212000	.125	34-IV	D	12-17-20	12-23-20	Human Resources EPSLA
CL 0106-20	01.0-00000.0-00000-27000-2410-4310000	1.0	33-VI	C	11-30-20	12-09-20	Human Resources EPSLA
CL 0108-20	01.0-81500.0-00000-81100-2210-7523000	1.0	50-VI	A	12-07-20	12-18-20	Human Resources EPSLA
CL 0109-20	01.0-81500.0-00000-81100-2210-7523000	1.0	56-VI	A	12-10-20	12-14-20	Human Resources EPSLA
CL 0110-20	01.0-00100.0-00000-82100-2210-7523000	1.0	35-VI	A	12-21-20	12-30-21	Human Resources EPSLA
CL 0111-20	01.0-81500.0-00000-81000-2210-7523000	1.0	48-VI	A	12-08-20	12-23-20	Human Resources EPSLA
CL 0112-20	01.0-65000.0-57601-11905-2110-7440000	.8125	40-II	D	12-02-20	12-04-20	Human Resources EPSLA
CL 0113-20	01.0-65000.0-57601-11905-2110-7440000	.8125	40-II	D	12-10-20	12-11-20	Human Resources EPSLA
CL 0114-20	01.0-81500.0-00000-81100-2210-7523000	1.0	48-VI	A	12-15-20	12-31-20	Human Resources EPSLA
CL 0115-20	01.0-00100.0-00000-82100-2210-2150000	1.0	35-VI	A	12-14-20	01-04-21	Human Resources EPSLA

Leave (Continued)

CL 0116-20	01.0-00100.0-00000-82100-2210-2020000	1.0	36-VI	A	12-18-20	12-28-20	Human Resources EPSLA
CL 0119-21	01.0-01501.0-47600-27000-2410-2090000 01.0-30100.0-47600-27000-2410-2099000	.500 .500	31-V	D	01-04-21	01-08-21	Human Resources Paid LOA (COVID)
CL 0120-21	01.0-00000.0-11100-10009-2910-2012000	.4375	27-V	D	01-04-21	01-08-21	Human Resources Paid LOA (COVID)
CL 0121-21	01.0-65000.0-57602-11200-2110-2100000	.750	32-VI	D	01-04-21	01-08-21	Human Resources Paid LOA (COVID)
CL 0122-21	13.0-53100.0-00000-37009-2312-3210000 13.0-53100.0-00000-37009-2312-7490002	.500 .500	R-VI	I	01-04-21	01-13-21	Human Resources Paid LOA (COVID)
CL 0123-21	12.0-90602.0-11100-10000-2110-2100000 12.0-90602.0-11100-10000-2110-2100000	.625 .375	32-VI	D D	01-07-21 01-07-21	01-15-21 01-15-21	Human Resources Paid LOA (COVID)
CL 0124-21	12.0-90602.0-11100-10000-2110-2020000 12.0-90602.0-11100-10000-2110-2020000	.500 .4375	32-VI	A C	01-07-21 01-07-21	01-15-21 01-15-21	Human Resources Paid LOA (COVID)
CL 0125-21	01.0-01501.0-47600-27000-2410-2130000 01.0-30100.0-47600-27000-2410-2139000	.250 .125	31-VI	D D	01-06-21 01-11-21	01-15-21 01-15-21	Human Resources Paid LOA (COVID)
CL 0126-21	13.0-53100.0-00000-37000-2210-2150000	.625	32-VI	D	01-04-21	01-14-21	Human Resources Paid LOA (COVID)
CL 0127-21	12.0-61050.1-11100-10000-2110-2050000	.375	32-V	A	01-11-21	01-20-21	Human Resources Paid LOA (COVID)
CL 0129-21	01.0-65000.0-57602-11200-2110-2130000	.6563	32-VI	D	01-11-21	01-15-21	Human Resources Paid LOA (COVID)
CL 0130-21	12.0-90601.0-00010-10000-2110-5080000	.4375	32-III	A	01-11-2	01-25-21	Human Resources Paid LOA (COVID)
CL 0131-21	13.0-53100.0-00000-37000-2210-2130000	.4375	27-IV	D	01-14-21	01-23-21	Human Resources Paid LOA (COVID)
CL 0132-21	12.0-50250.1-11100-10000-2210-2050000	.375	32-VI	C	01-11-21	01-18-21	Human Resources Paid LOA (COVID)
CL 0135-21	12.0-90601.0-00010-10000-2110-5080000	.4375	32-VI	C	01-13-21	01-18-21	Human Resources Paid LOA (COVID)

Leave (Continued)

CL 0136-21		12.0-90602.0-11100-10000-2110-2010000	.875	32-III	D	01-15-21	01-22-21	Human Resources Paid LOA (COVID)
CL 0141-21		12.0-90602.0-11100-10000-2110-2050000	.6875	32-VI	C	01-13-21	01-18-21	Human Resources Paid LOA (COVID)
COLE, Gary	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-VI	D	11-06-20	05-27-21	Special Education Extension Unpaid Home Responsibility
CORNEJO, Yolanda	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000 12.0-90601.0-00010-10000-2110-5080000	.4688 .3438	32-VI	A A	12-16-20 12-16-20	12-28-20 12-28-20	Horace Mann Children's Center Paid leave due to site closure
GALOUSTIAN, Anahid	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.5938	32-VI	C	12-16-20	12-28-20	Horace Mann Children's Center Paid leave due to site closure
SAGRADYAN, Narine	Elementary School Aide	01.0-00000.0-11100-10009-2910-2102000	.375	27-IV	D	12-18-20	05-21-21	Miller Elementary Unpaid Home Responsibility

Additional Compensation for Working Out of Class

RITTMILLER, Natalie	Typist Clerk II	01.0-00000.0-00000-27000-24103200000	.50	30-VI	C		01-18-21	Luther Middle School Add end date

Additional Compensation for Longevity

MASSETT, Diane	Occupational Therapist	01.0-65000.0-57601-31409-2211-7440000	1.00	E-VII	B	01-01-21		Special Education 19 yrs., $334/mo.
AYALA, Joseph	Senior Grounds Technician	01.0-00100.0-00000-82200-2210-7520000 01.0-81500.0-00000-82200-2210-7523000	.100 .900	47-VI	A	01-01-21		Facilities Services 20 yrs., $197/mo.
VONK, Rick	Director of Information Technology and Education Support	01.0-00000.0-00000-77009-2311-7730000	1.00	A-V	A	01-01-21		Technology Services 25 yrs., $399/mo.

Change of Assignment – Classification/Location/FTE

DIAZ, Yajaira	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-I	D	01-04-21		Special Education
VAZIRANI, Archana	Technology Support Specialist I	01.0-74200.0-00000-77000-2410-7409000	1.0	49-II	A	12-31-20		Burbank High School

Election – Monthly

ARMIYANTS, Rima	Counseling Assistant	01.0-00000.0-00000-31100-2210-4310000	1.0	35-I	B	01-04-21		Burbank High School
ATWAL, Harbinder	Instructional Assistant-Severely Impaired	01.0-33100.0-57601-11100-2110-2143000	.625	35-IV	D	01-25-21		Roosevelt Elementary
DANIELS, Ryan	Instructional Assistant – Special Education	01.0-33100.0-57602-11200-2110-4320000	.75	32-I	D	01-13-21		Burroughs High School
OROZCO, Crystal	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-V	D	01-11-21		Special Education
PIPES, Shonta	Discrete Trial Facilitator	01.0-65000.0-57600-11905-2110-7440000	.8125	40-I	D	01-25-21		Special Education
RISNER, Allison	Instructional Assistant-Severely Impaired	01.0-33100.0-57300-11100-2110-2050000	.7188	35-I	D	01-04-21		Bret Harte Elementary
RITTMILLER, Natalie	Senior Attendance Technician	01.0-00000.0-00000-27000-2410-3200000	1.0	39-III	B	01-19-21		Luther Middle School
SURICO, Mariah	Instructional Assistant – Special Education	01.0-33100.0-57602-11200-2110-4320000	.75	32-I	D	01-25-21		Burroughs High School

Election – Hourly

AMBROSE, Liliana	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000		16.24	G	12-01-20	12-31-20	Instructional Services
ARZUMANYAN, Anahit	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000		16.24	G	08-01-20	08-31-20	Instructional Services
		01.0-01500.0-00000-27000-2950-7422000		16.24	G	12-01-20	12-31-20	
		01.0-01500.0-00000-27000-2950-7422000		16.24	G	12-02-20	05-31-21	
COCA, Leslie	Instructional Assistant-English Language Development	01.0-01501.0-47600-10000-2130-2060000		32-VI	D	01-01-21	02-28-21	Jefferson Elementary
ERMINO, Gilda	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2160000		32-II	A	12-01-20	02-28-21	Washington Around the Bell
JIMENEZ, Juan P.	Grounds Technician	01.0-00100.0-00000-83000-2240-7521000		40-VI	A	01-02-21	01-03-21	Facilities Services
LUNDBERG, Nuria Basanez	Bilingual Translator	01.0-90904.0-50010-27000-2950-7448000		16.24	G	12-01-20	06-30-21	Special Education
		01.0-01500.0-00000-27000-2950-7422000		16.24	G	11-01-20	11-30-20	Instructional Services
		01.0-01500.0-00000-27000-2950-7422000		16.24	G	11-01-20	11-30-20	Instructional Services
		13.0-53100.0-00000-37000-2950-7490000		16.24	G	07-01-20	06-30-21	Food Services

Election – Hourly (Continued)

MARTIROSYAN, Susanna	Discrete Trial Facilitator	01.0-00000.0-11100-10009-2960-7552000	40-I	G	12-11-20		Special Education
	Instructional Assistant-Severely Impaired		35-I	G	12-11-20		
	Instructional Assistant-Special Education		32-I	G	12-11-20		
MELARAGNO, Debra	Personnel Technician II	01.0-74200.0-00000-27000-2440-7409000	47-VI	A	12-01-20	06-30-21	Human Resources
MILLS, Linden	Health Services Assistant	01.0-00000.0-11100-10009-2960-7552000	36-I	G	01-20-21		Human Resources
	Custodian	01.0-00000.0-11100-10009-2960-7552000	35-I	G	01-20-21		Facilities Services
ORELLANA, Edgar	Custodian	01.0-00100.0-00000-83000-2240-7521000	35-VI	A	12-26-20	01-03-21	Facilities Services
OROZCO, Crystal	Discrete Trial Facilitator	01.0-00000.0-11100-10009-2960-7552000	40-1	G	12-04-20	01-10-21	Special Education
	Instructional Assistant Severely Impaired		35-I	G	12-04-20	01-10-21	
	Instructional Assistant		32-I	G	12-04-20	01-10-21	
RAMIREZ-ADAMS, Terri	Personnel Technician II	01.0-74200.0-00000-27000-2440-7409000	47-VI	A	12-01-20	06-30-20	Human Resources
ROBLES, Lisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000	40-IV	D	09-01-20	12-31-20	Special Education
ROOBEN BABAKHANIAN, Talin	School Office Manager	01.0-00000.0-00000-72000-2430-7551000	43-I	G	01-01-21	01-31-21	Human Resources
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2160000	32-V	D	01-13-21	03-31-21	Washington Around the Bell
TONEKABOIN, Seyedeh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2300000	32-III	D	11-19-20	11-19-20	Emerson Around the Bell
VAZQUEZ, Roxana	Safety/Utility Custodian	01.0-00100.0-00000-83000-2240-7521000	35-VI	A	11-21-20	12-27-20	Facilities Services
WEISBERG, Emily	Board Member	01.0-00000.0-00000-71100-2390-7560000	3-1	A	12-17-20		Superintendent's Office
YOUNG, Amber	Instructional Assistant Severely Impaired	01.0-00000.0-11100-10009-2960-7552000	35-I	G	12-21-20		Special Education
	Instructional Assistant Special Education		32-I	G	12-21-20		

Election – Walk on Coach

AYALA, Leonel Jesus	Short Term Performing Arts	01.0-90904.0-17007-41001-2171-3208100	14.00	F	01-01-21	05-30-21	Luther Middle School

Election – Walk on Coach (Continued)

ASHBY, Robert D	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	13.09	F	12-01-20	02-28-21	Burbank High School
ELLIS, Allan Jeremy	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	13.09	F	12-01-20	12-31-20	John Burroughs High School
		01.0-90904.0-15001-42000-2171-4328100	14.00	F	01-01-21	02-28-21	John Burroughs High School
GROTE, Laura Lyman Buyrn	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-3208500	13.09	F	12-01-20	12-31-20	Luther Middle School
		01.0-90201.0-17006-41002-2171-3208500	14.00	F	01-01-21	06-30-21	Luther Middle School
LEWIS, Hannah	Short Term Athletic	01.0-90904.0-17007-41001-2171-4328100	14.00	F	01-04-20	05-31-21	John Burroughs High School
MEREDITH, Mark S	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	13.09	F	12-01-20	02-28-21	Burbank High School
ORBISON-GUTIERREZ, Andrew	Short Term Performing Arts	01.0-90904.0-17007-41001-2171-3208100	14.00	F	01-01-21	05-30-21	Luther Middle School
ORBISON-GUTIERREZ, Marie	Short Term Performing Arts	01.0-90904.0-17007-41001-2171-3208100	14.00	F	01-01-21	05-30-21	Luther Middle School
ROSES, Peter John	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	13.09	F	12-01-20	03-30-21	Burbank High School
SOSA, Sidney James	Short Term Performing Arts	01.0-90904.0-17007-41001-2171-3208100	13.09	F	11-01-20	05-30-21	Luther Middle School
VILLAGRAN, Mario	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	13.09	F	12-01-20	02-28-21	Burbank High School
WADLOW, Morgan	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	13.09	F	12-01-20	02-28-21	Burbank High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 12/08/2020 & 01/11/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21000022	CONTROLLED MOTION SOLUTIONS, INC.	C/O 1: INCREASE BY $500.00: 2020-21 BLANKET ORDER; EQUIPMENT REPAIR AND MAINTENANCE MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,000.00
21000173	ZSPACE INC	C/O 1: REVISE TERM; SOFTWARE LICENSES; CTE INCENTIVE AND K-12 STRONG WORKFORCE GRANTS; BOARD APPROVED 6/18/20	INSTRUCTIONAL SERVICES	010	$137,220.00
21000331	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	C/O 1: INCREASE BY $328.50; PROFESSIONAL SERVICES AGREEMENT; INTEGRATION SERVICES OF SEIS TO AERIES; YEAR 2 OF 3; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/16/19	SPECIAL EDUCATION	010	$3,315.00
21000633	WEST SHIELD ADOLESCENT SERVICES	C/O 1: INCREASE BY $20,000.00; CONSULTANT AGREEMENT; STUDENT TRANSPORTATION SERVICES; SPECIAL EDUCATION TRANSPORTATION FUNDS; BOARD APPROVED 7/16/20 AND 11/5/20	SPECIAL EDUCATION	010	$30,000.00
21000694	THE HOME DEPOT F/K/A SUPPLYWORKS	C/O 1: REVISE ACCOUNT STRING; SAFETY SUPPLIES; GEER FUNDS	FACILITIES SERVICES	010	$2,249.10
21000929	THERAPY IN ACTION	C/O 1: EXTEND TERM AND INCREASE BY $4,740.00; CONSULTANT AGREEMENT; OCCUPATIONAL THERAPY ASSESSMENT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/4/20 AND 12/17/20	SPECIAL EDUCATION	010	$5,500.00
21001174	HACOPIAN, ZARIK	C/O 1: REVISE ACCOUNT STRINGS; CONSULTANT AGREEMENT; PSYCHOLOGICAL CONSULTATION; GEER FUNDS; BOARD APPROVED 9/3/20	SPECIAL EDUCATION	010	$75,000.00
21001214	PROFESSIONAL TUTORS OF AMERICA, INC	C/O 1: REDUCE BY $7,820.00; CONSULTANT AGREEMENT; TEACHER SUBSTITUTE SERVICES; GEER FUNDS; BOARD APPROVED 9/3/20	SPECIAL EDUCATION	010	$42,580.00
21001231	MARTIN, SUSAN	C/O 1: REDUCE BY $7,963.00; CONSULTANT AGREEMENT; STUDENT ASSESSMENT SERVICES; GEER FUNDS; BOARD APPROVED 9/17/20	SPECIAL EDUCATION	010	$7,437.00
21001236	AMAZON CAPITAL SERVICES	C/O 1: REPLACE UNAVAILABLE ITEM; SCIENCE SUPPLIES & EQUIPMENT; STEM GRANT FUNDS	BURBANK HIGH SCHOOL	010	$925.73
21001243	PROFESSIONAL TUTORS OF AMERICA, INC	C/O 1: REDUCE BY $14,480.00; CONSULTANT AGREEMENT; TEACHERS ASSISTANT SERVICES; GEER FUNDS; BOARD APPROVED 9/17/20	SPECIAL EDUCATION	010	$7,920.00
21001270	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: CANCEL ORDER; CLASSROOM SUPPLIES	JEFFERSON ELEMENTARY	010	$200.66
21001313	CDW-G - COMPUTER DISCOUNT WHSE	C/O 1: REVISE ACCOUNT STRINGS; COMPUTER EQUIPMENT; GEER AND CRF LCAP FUNDS; PIGGYBACK CONTRACT SOURCEWELL RFP 081419	TECHNOLOGY SERVICES	010	$717,502.50

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21001316	PERMA-BOUND A DIV OF HERTZBERG-NEW METHOD	C/O 1: CANCEL ITEM; BOOKS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$478.65
21001390	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $658.46; SAFETY EQUIPMENT; ESSER FUNDS	FISCAL SERVICES	010	$10,085.91
21001408	EVERYTHING MEDICAL, LLC	C/O 1: CANCEL ORDER; HEALTH SUPPLIES	BURBANK HIGH SCHOOL	010	$296.02
21001501	PROFESSIONAL TUTORS OF AMERICA, INC	C/O 1: REVISE ACCOUNT STRING; CONSULTANT AGREEMENT; READING INTERVENTION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/15/20	SPECIAL EDUCATION	010	$3,200.00
21001546	TRANE U.S. INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$366.02
21001592	STAR FORD	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$429.98
21001593	COAST APPLIANCE PARTS	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$28.89
21001594	GARVEY EQUIPMENT COMPANY	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$726.00
21001596	TRANS GAS PROPANE	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$53.75
21001598	STAR FORD	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$320.81
21001599	DeSOTO SALES, INC.	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$42.34
21001642	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEMS; INSTRUCTIONAL MATERIALS; GEER FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$892.15
21001684	UME FEDERAL CREDIT UNION	C/O 1: CANCEL ORDER; CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$59.22
21001686	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: REVISE ACCOUNT STRING; SAFETY SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$5,358.15
21001789	MAXIM HEALTHCARE SERVICES, INC	C/O 1: CANCEL ORDER; CONSULTANT AGREEMENT; CREDENTIALED TEACHER SERVICES; GEER FUNDS; BOARD APPROVED 11/19/20	SPECIAL EDUCATION	010	$22,100.00
21001821	AREY JONES EDUCATIONAL SOLUTIONS	C/O 1: REVISE SPECIFICATIONS AND INCREASE ORDER BY $106.95; COMPUTER EQUIPMENT	TECHNOLOGY SERVICES	010	$6,612.09
21001850	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $33.42; OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$88.54
21001868	APPLE COMPUTER ED SALES	C/O 1: REVISE SPECIFICATIONS; COMPUTER EQUIPMENT; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$15,463.13
21001883	SOUTHWEST SCHOOL & OFFICE SUPPLY	OFFICE SUPPLIES	WASHINGTON ELEMENTARY	010	$32.77
21001884	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD APPROVED 11/19/20	WAREHOUSE	010	$643,383.38
21001885	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTION; GEER FUNDS	WASHINGTON ELEMENTARY	010	$186.79
21001886	S & S WORLDWIDE	OFFICE SUPPLIES; PROP 98 FUNDS	SPECIAL EDUCATION	010	$127.26

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21001887	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$396.83
21001888	AMAZON CAPITAL SERVICES	ART SUPPLIES	JORDAN MIDDLE SCHOOL	010	$925.86
21001889	AVA	SOFTWARE LICENSES; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$1,896.00
21001890	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$585.96
21001891	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$101.43
21001892	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$224.63
21001893	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY SUPPLIES; PROP 98 FUNDS	BURBANK HIGH SCHOOL	010	$330.02
21001894	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JEFFERSON ELEMENTARY	010	$192.71
21001895	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	EMERSON ELEMENTARY	010	$368.05
21001896	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	WASHINGTON ELEMENTARY	010	$17.63
21001897	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FEE FOR JBHS & ROOSEVELT ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$1,725.00
21001898	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$362.83
21001899	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; MAA FUNDS	JEFFERSON ELEMENTARY	010	$162.62
21001900	SHI INTERNATIONAL CORP	SOFTWARE LICENSE; GEER FUNDS	FISCAL SERVICES	010	$10,881.83
21001901	AMAZON CAPITAL SERVICES	BOOKS	BRET HARTE ELEMENTARY	010	$294.68
21001902	TATE, DERWIN	C/O 1: CANCEL ORDER; REIMBURSEMENT TO TEACHER FOR TECHNOLOGY SUPPLY; GEER FUNDS	SPECIAL EDUCATION	010	$112.11
21001903	POPIEL, MATTHEW	REIMBURSEMENT TO TEACHER FOR TECHNOLOGY SUPPLY; GEER FUNDS	SPECIAL EDUCATION	010	$225.49
21001904	AMAZON CAPITAL SERVICES	BOOKS	JOHN BURROUGHS HIGH SCHOOL	010	$51.11
21001905	PAPAVASILIOU, DEMETRULA	REIMBURSEMENT TO TEACHER FOR TECHNOLOGY SUPPLY; GEER FUNDS	SPECIAL EDUCATION	010	$126.26
21001906	AMAZON CAPITAL SERVICES	BOOKS	JOHN BURROUGHS HIGH SCHOOL	010	$24.41
21001907	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	MAGNOLIA PARK	010	$135.12
21001908	AMAZON CAPITAL SERVICES	BOOKS AND POSTAGE	LUTHER BURBANK MIDDLE SCHOOL	010	$618.14
21001909	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$137.81
21001910	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$230.95
21001911	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$242.39

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21001912	ESPECIAL NEEDS	INSTRUCTIONAL SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$56.30
21001913	GANDER PUBLISHING	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$512.21
21001914	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; PROP 98 FUNDS	WASHINGTON ELEMENTARY	010	$17.63
21001915	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$12.07
21001916	EDUCLIME, LLC	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$18.41
21001917	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY; GEER FUNDS	COMMUNITY DAY SCHOOL	010	$304.29
21001918	CAMPBELL, RACHELL	REIMBURSEMENT TO TEACHER FOR BOOKS	MUIR MIDDLE SCHOOL	010	$32.12
21001919	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY SUPPLY; PROP 98 FUNDS	BURBANK HIGH SCHOOL	010	$2,061.12
21001920	ULINE - Attn: ACCOUNTS RECEIVABLES	FOOD DISTRIBUTION SUPPLIES; CAFETERIA ENTERPRISE, CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$616.56
21001921	BURBANK PRINTING	CUSTOM BANNER	EMERSON ELEMENTARY	010	$184.12
21001922	WALTER, MARTHA	REIMBURSEMENT TO PRINCIPAL FOR MEETING SUPPLIES; MAA FUNDS	BRET HARTE ELEMENTARY	010	$149.60
21001923	POSITIVE PROMOTIONS	CLASSROOM SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$140.62
21001924	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,187.79
21001925	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$933.60
21001926	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$262.95
21001927	GAL, DEBBIE	REIMBURSEMENT TO TEACHER FOR MAGAZINE SUBSCRIPTION	WASHINGTON ELEMENTARY	010	$44.99
21001928	TEXTBOOK WAREHOUSE INC	BOOKS	JORDAN MIDDLE SCHOOL	010	$1,078.25
21001929	HESS-WITUCKI, MAGGIE	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL MATERIALS; GEER FUNDS	MAGNOLIA PARK	010	$60.70
21001930	REAL OT SOLUTIONS, INC.	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$568.74
21001931	NORTHERN SPEECH SERVICES	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$491.83
21001932	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$3,308.18
21001933	TOBII DYNAVOX LLC	SOFTWARE LICENSES; BOARDMAKER; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/18/20	SPECIAL EDUCATION	010	$1,791.00
21001934	BITNER, BETH	REIMBURSEMENT TO TEACHER FOR EBOOKS; GEER FUNDS	BURBANK ADULT SCHOOL	010	$304.19
21001935	HEDIN, DAVID	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$60.00
21001936	UME FEDERAL CREDIT UNION	SOFTWARE LICENSE; BOARD APPROVED 6/18/20	TECHNOLOGY SERVICES	010	$18.82

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21001937	BERTRAND'S MUSIC	INSTRUMENT REPAIRS	INSTRUCTIONAL SERVICES	010	$28.27
21001938	KARNS, AMANDA	REIMBURSEMENT TO CHAIR OF PFC FOR STUDENT PRIZES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$200.00
21001939	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$51.35
21001940	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$103.39
21001941	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$66.12
21001942	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES & EQUIPMENT; GEER FUNDS	BURBANK HIGH SCHOOL	010	$601.35
21001943	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$1,061.22
21001944	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$273.31
21001945	TOBII DYNAVOX LLC	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$181.75
21001946	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$668.68
21001947	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$219.40
21001948	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES AND BOOKS	MILLER ELEMENTARY	010	$308.89
21001949	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$590.49
21001950	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$696.68
21001951	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$107.36
21001952	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$102.93
21001953	CENTER FOR THE COLLABORATIVE CLASSROOM	CLASSROOM SUPPLIES; GEER FUNDS	ROOSEVELT ELEMENTARY	010	$62.13
21001955	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLY; GEER FUNDS	SPECIAL EDUCATION	010	$16.76
21001956	KAITZ, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR SOFTWARE SUBSCRIPTION; GIFT FUNDS	EMERSON ELEMENTARY	010	$194.97
21001957	FUN EXPRESS LLC	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$211.37
21001959	THE HOME DEPOT F/K/A SUPPLYWORKS	SAFETY EQUIPMENT; GEER FUNDS	FACILITIES SERVICES	010	$69,453.09
21001960	GORILLA STATIONERS LLC	SAFETY EQUIPMENT; GEER FUNDS	FACILITIES SERVICES	010	$10,570.77
21001961	GORILLA STATIONERS LLC	SAFETY SUPPLIES; GEER FUNDS	FACILITIES SERVICES	010	$88,596.90
21001962	CENTRAL RESTAURANT PRODUCTS	SAFETY EQUIPMENT; GEER AND CRF LCAP FUNDS	FACILITIES SERVICES	010	$10,581.80
21001963	UME FEDERAL CREDIT UNION	SOFTWARE SUBSCRIPTION; TITLE I FUNDS	MC KINLEY ELEMENTARY	010	$96.00

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21001964	READYFRESH	WATER FILTER RENTAL; FILM LA FUNDS	ROOSEVELT ELEMENTARY	010	$285.68
21001965	THE HOME DEPOT F/K/A SUPPLYWORKS	SAFETY SUPPLIES; GEER FUNDS	FACILITIES SERVICES	010	$6,232.43
21001966	RIVERSIDE INSIGHTS	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$1,238.24
21001967	MULTI-HEALTH SYSTEMS	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$82.69
21001968	THE HOME DEPOT F/K/A SUPPLYWORKS	SAFETY SUPPLIES; CRF LCAP FUNDS	FACILITIES SERVICES	010	$4,683.42
21001969	LOWE'S HOME IMPROVEMENT	SAFETY SUPPLIES; CRF LCAP FUNDS	FACILITIES SERVICES	010	$14,850.34
21001970	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$84.99
21001971	GOPHER SPORT	PLAYGROUND SUPPLIES; ASES FUNDS	PROVIDENCIA ELEMENTARY	010	$952.35
21001972	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$60.19
21001973	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MONTEREY HIGH SCHOOL	010	$704.43
21001974	RIVERSIDE INSIGHTS	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,437.62
21001975	REHABMART.COM	SAFETY EQUIPMENT; CRF LCAP FUNDS	FACILITIES SERVICES	010	$9,340.14
21001976	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM SUPPLIES	ROOSEVELT ELEMENTARY	010	$2,211.06
21001977	TRONCOSO, JANETTE	REIMBURSEMENT TO OFFICE MANAGER FOR CLASSROOM AND OFFICE SUPPLIES	EDISON ELEMENTARY	010	$223.66
21001978	B & H PHOTO-VIDEO	AUDIO VISUAL EQUIPMENT; GEER FUNDS	ROOSEVELT ELEMENTARY	010	$1,997.96
21001979	AMPLIFIED IT LLC	SOFTWARE LICENSE; GEER FUNDS	INSTRUCTIONAL SERVICES	010	$4,626.88
21001980	RIVERSIDE INSIGHTS	TESTING MATERIALS	SPECIAL EDUCATION	010	$958.41
21001981	LOWE'S HOME IMPROVEMENT	SAFETY EQUIPMENT; CRF LCAP FUNDS	FACILITIES SERVICES	010	$7,103.32
21001982	WHAT A PARTY	TRIVIA TOURNAMENT SERVICES; GIFT FUNDS	JORDAN MIDDLE SCHOOL	010	$300.00
21001983	HEDER, SARAH	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001984	AVILES, KIMBERLY	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001985	NODILO, SUSAN	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$320.00
21001986	SWEARINGEN, JESSICA	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$180.00
21001987	TEACHER SYNERGY LLC	DIGITAL INSTRUCTIONAL MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$54.75

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21001988	TEACHER SYNERGY LLC	DIGITAL INSTRUCTIONAL MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$259.49
21001989	TEACHER SYNERGY LLC	DIGITAL INSTRUCTIONAL MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$44.00
21001990	TEACHER SYNERGY LLC	DIGITAL INSTRUCTIONAL MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$41.50
21001991	TEACHER SYNERGY LLC	DIGITAL INSTRUCTIONAL MATERIALS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$384.14
21001992	UME FEDERAL CREDIT UNION	RENTAL EQUIPMENT; ESSER FUNDS	FACILITIES SERVICES	010	$130.68
21001993	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; GEER FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$15.41
21001994	ACADEMIC ENTERTAINMENT, INC.	CONSULTANT AGREEMENT; VIRTUAL ASSEMBLY SERVICES; GIFT FUNDS; BOARD APPROVED 12/17/20	WASHINGTON ELEMENTARY	010	$1,295.00
21001995	UME FEDERAL CREDIT UNION	HAZARDOUS WASTE GENERATOR PROGRAM; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$919.98
21001996	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; MAA & FILM LA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$11,747.34
21001997	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	MAGNOLIA PARK	010	$37.41
21001998	GARVEY EQUIPMENT COMPANY	FACILITIES REPAIR EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,299.76
21001999	I KNOW IT	SOFTWARE LICENSE; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$150.00
21002000	AVALIVE/PRO AV	AUDIO VISUAL EQUIPMENT; GIFT FUNDS	JORDAN MIDDLE SCHOOL	010	$2,026.86
21002001	EDUCATION THROUGH MUSIC L.A.	CONSULTANT AGREEMENT; MUSIC INSTRUCTION SERVICES; GIFT FUNDS; BOARD APPROVED 11/5/20	MC KINLEY ELEMENTARY	010	$3,820.50
21002002	PUMPIAN-MINDLIN, ILYA	REIMBURSEMENT TO OFFICE MANAGER FOR BOOKS; ADULT EDUCATION FUNDS	BURBANK ADULT SCHOOL	110	$92.35
21002003	HEALTH CONNECTED	TRAINING REGISTRATION FEES; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS	INSTRUCTIONAL SERVICES	010	$9,200.00
21002004	DIGITAL DOLPHIN SUPPLIES	SAFETY EQUIPMENT AND SUPPLIES; GEER FUNDS	WAREHOUSE	010	$55,863.68
21002005	FAMILY SERVICE AGENCY OF BURBANK	CONSULTANT AGREEMENT; SCHOOL BASED COUNSELING SERVICES; LCFF SUPPLEMENTAL FUNDS; BOARD APPROVED 5/7/20	INSTRUCTIONAL SERVICES	010	$30,000.00
21002006	FAMILY SERVICE AGENCY OF BURBANK	CONSULTANT AGREEMENT; COUNSELING AND ADMINISTRATIVE SERVICES AT JBHS/BHS CARE CENTERS; TITLE IV FUNDS; BOARD APPROVED 5/7/20	INSTRUCTIONAL SERVICES	010	$100,000.00
21002007	MINASSIANS, ALEX	REIMBURSEMENT TO LIBRARIAN FOR STUDENT PRIZES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$25.00
21002008	BITNER, BETH	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GEER FUNDS	BURBANK ADULT SCHOOL	010	$1,163.17

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21002009	ALBARIAN, KRISTINA	REIMBURSEMENT TO TEACHER FOR SOFTWARE SUBSCRIPTION; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$60.00
21002010	LUNGU, MARA	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$149.90
21002011	APEX LEARNING	SOFTWARE LICENSES; PROP 98 FUNDS; BOARD APPROVED 12/17/20	INSTRUCTIONAL SERVICES	010	$86,073.00
21002012	BOX CARS AND ONE-EYED JACKS, INC	CONSULTANT AGREEMENT; VIRTUAL PROFESSIONAL DEVELOPMENT SERVICES; TITLE I FUNDS; BOARD APPROVED 11/5/20	EMERSON ELEMENTARY	010	$1,000.00
21002013	COVA, JAIME	CLAIM FOR DAMAGE TO PERSONAL VEHICLE	BUSINESS OFFICE	010	$199.00
21002015	GRITZEWSKY, ERNIE	CONSULTANT AGREEMENT; WORKSHOPS AND VIRTUAL ASSEMBLY SERVICES; GIFT FUNDS; BOARD APPROVED 12/17/20	MUIR MIDDLE SCHOOL	010	$2,000.00
21002016	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD ADOPTED 05/2015	ROOSEVELT ELEMENTARY	010	$21.56
21002017	AUGMENTATIVE COMMUNICATION THERAPIES	CARRYOVER OF PO 20002958; CONSULTANT AGREEMENT; INDEPENDENT EDUCATIONAL EVALUATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 2/6/20 AND 12/17/20	SPECIAL EDUCATION	010	$2,000.00
21002018	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD ADOPTED 05/2015	STEVENSON ELEMENTARY	010	$61.30
21002019	SPECIAL EDUCATION PARENTS	CARRYOVER OF PO 20002156; REIMBURSEMENT TO PARENTS FOR COMPENSATORY EDUCATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/7/19 AND 10/1/20	SPECIAL EDUCATION	010	$3,750.00
21002020	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	PURCHASING SERVICES	010	$36.26
21002021	AMAZON CAPITAL SERVICES	BOOKS	BRET HARTE ELEMENTARY	010	$34.73
21002025	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$1,811.22
21002026	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$146.48
21002027	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	MILLER ELEMENTARY	010	$234.53
21002028	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$149.63
21002029	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$51.82
21002030	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$367.78

BOARD DETAIL REPORT

Printed between 12/08/2020 & 01/11/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21002031	ADCO ROOFING	LIBRARY LEAK REPAIR @ WASHINGTON ES; DEFERRED MAINTENANCE FUNDS	FACILITIES SERVICES	140	$5,074.00
21002032	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$105.80
21002033	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$55.07
21002034	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$293.85
21002040	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; MAA FUNDS	MILLER ELEMENTARY	010	$33.05
21002041	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$69.42
21002042	AMAZON CAPITAL SERVICES	BOOKS	EMERSON ELEMENTARY	010	$44.04
21002043	GHARIBIAN, ELENA	CONSULTANT AGREEMENT; PARENT ACADEMIC SUPPORT AND PRESENTATION; TITLE III IMMIGRANT EDUCATION FUNDS; BOARD APPROVED 11/5/20	EMERSON ELEMENTARY	010	$200.00
21002044	PROJECT MINDFULNESS	CONSULTANT AGREEMENT; PARENT SUPPORT SESSION; TITLE III-LEP STUDENT PROGRAM FUNDS; BOARD APPROVED 11/19/20	PROVIDENCIA ELEMENTARY	010	$732.00
21002045	SKILLSUSA CALIFORNIA	MEMBERSHIP FEES; CTE-UNRESTRICTED FUNDS; BOARD APPROVED 6/4/20	BURBANK HIGH SCHOOL	010	$150.00
21002046	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	JOHN BURROUGHS HIGH SCHOOL	010	$187.41
21002047	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FEE FOR JEFFERSON ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$125.00
21002048	UME FEDERAL CREDIT UNION	CALIFORNIA FLAG	STEVENSON ELEMENTARY	010	$74.21
21002049	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	WASHINGTON ELEMENTARY	010	$16.52
21002050	BURBANK OPTOMETRIC CENTER, INC.	CONSULTANT AGREEMENT; VISION THERAPY SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 12/17/20	SPECIAL EDUCATION	010	$425.00
21002051	TROY & ASSOCIATES EDUCATIONAL CONSULTANT	CONSULTANT AGREEMENT; COMPENSATORY EDUCATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 12/17/20	SPECIAL EDUCATION	010	$12,150.00
21002052	BENNY'S PIANO MOVERS	MOVING SERVICES	BURBANK HIGH SCHOOL	010	$250.00
21002053	DUNN, SUSAN	REIMBURSEMENT TO FOOD SERVICE OPERATIONS COORDINATOR FOR STOCK FOOD ITEMS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$877.32

BOARD DETAIL REPORT

Printed between 12/08/2020 & 01/11/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21002054	HUIZAR, LANELL	REIMBURSEMENT TO FOOD SERVICE SUPERVISOR FOR STOCK FOOD ITEMS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$385.20
21002055	MacLAREN, M'LISA	REIMBURSEMENT TO FOOD SERVICE OPERATIONS COORDINATOR FOR STOCK FOOD ITEMS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$483.69
21002056	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$419.09
21002057	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$812.63
21002058	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$309.75
21002059	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$2,251.44
21002060	READ TO THEM INC.	BOOKS; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$6,027.92
21002061	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	MILLER ELEMENTARY	010	$66.12
21002062	AMAZON CAPITAL SERVICES	BOOKS; MAA FUNDS	JEFFERSON ELEMENTARY	010	$44.98
21002063	LAMBERT, JULIE	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSES; PROP 98 LEARNING LOSS FUNDS	INSTRUCTIONAL SERVICES	010	$66.60
21002064	JUNIOR LIBRARY GUILD	BOOKS	JOHN BURROUGHS HIGH SCHOOL	010	$468.30
21002065	KAITZ, JENNIFER	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	EMERSON ELEMENTARY	010	$64.99
21002066	SHAH, TRACY	REIMBURSEMENT TO INTERIM CURRICULUM SPECIALIST FOR TRAINING REGISTRATION FEES; LCFF SUPPLEMENTAL FUNDS	BRET HARTE ELEMENTARY	010	$238.50
21002067	HATCH & CESARIO	LEGAL FEES	INSTRUCTIONAL SERVICES	010	$675.00
21002068	THE MUSIC CENTER	CONSULTANT AGREEMENT; THEATRE WORKSHOPS; TITLE III-LEP STUDENT PROGRAM FUNDS; BOARD APPROVED 12/17/20	INSTRUCTIONAL SERVICES	010	$22,407.00
21002070	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$178.58
21002071	STARFALL EDUCATION FOUNDATION	SITE SOFTWARE LICENSE; BOARD APPROVED 6/18/20	MILLER ELEMENTARY	010	$270.00
21002073	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$17.63
21002074	PAYNE, MARBELL	REIMBURSEMENT TO TEACHER FOR BOOKS; GIFT FUNDS	EDISON ELEMENTARY	010	$125.41
21002075	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$262.95
21002076	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$110.19
21002077	AMAZON CAPITAL SERVICES	BOOKS	JOHN BURROUGHS HIGH SCHOOL	010	$36.37

BOARD DETAIL REPORT

Printed between 12/08/2020 & 01/11/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21002078	DAWSON, MARGARET M.	CONSULTANT AGREEMENT; STAFF DEVELOPMENT SESSIONS; CSI COMPREHENSION GRANT; BOARD APPROVED 12/17/20	MONTEREY HIGH SCHOOL	010	$3,000.00
21002079	BELL & KELLY LLP	LEGAL FEES	INSTRUCTIONAL SERVICES	010	$5,287.50
21002080	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$75.34
21002081	SOCAL STORMWATER RUNOFF SOLUTION SERVICES INC	STORMWATER ANNUAL REPORT FEE; BOND FUNDS	FACILITIES SERVICES	210	$650.00
21002082	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$825.22
21002083	STAPLES BUSINESS ADVANTAGE	ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$797.77
21002084	ALL AMERICAN INSPECTION, INC.	PROFESSIONAL SERVICES AGREEMENT; IN-PLANT MODULAR CLASSROOM & RESTROOM BUILDING INSPECTION SERVICES @ DISNEY ES; BOND FUNDS; BOARD APPROVED 2/6/20	FACILITIES SERVICES	213	$27,500.00
21002085	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$749.70
21002086	SUPPLY SOLUTIONS	HEALTH SUPPLIES	BURBANK HIGH SCHOOL	010	$293.04
21002087	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLY	INSTRUCTIONAL SERVICES	010	$86.67
21002088	C BELOW	CARRYOVER PO 20002414; PROFESSIONAL SERVICES AGREEMENT; SUB-SURFACING IMAGING SERVICES FOR MODULAR CLASSROOMS @ DISNEY ES; BOND FUNDS; BOARD APPROVED 11/21/19	FACILITIES SERVICES	213	$6,115.00
21002089	NINYO AND MOORE	CARRYOVER PO 20001321; GEOTECHNICAL, MATERIALS TESTING AND INSPECTION SERVICES FOR PAVING & PLAYGROUND @ ROOSEVELT ES; BOND FUNDS; BOARD APPROVED 9/5/19	FACILITIES SERVICES	213	$8,034.25
21002090	KNORR SYSTEMS	SERVICE & REPAIR TANK EPD FILTER SYSTEM @ BHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$13,354.42
21002091	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	EMERSON ELEMENTARY	010	$445.98
21002092	KNORR SYSTEMS	SERVICE & REPAIR TANK EPD FILTER SYSTEM @ JBHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$13,354.42
21002093	AMTECH ELEVATOR SERVICES	REPLACE EMERGENCY LIGHT BATTERY & INSPECTION KEY SWITCH FOR GARAGE ELEVATOR @ BHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$1,377.00

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 12/08/2020 & 01/11/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21002094	AMTECH ELEVATOR SERVICES	FURNISH AND INSTALL NEW EMERGENCY TELEPHONES FOR ELEVATORS @ MUIR MS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$1,838.00
21002095	AMTECH ELEVATOR SERVICES	FURNISH AND INSTALL MUFFLER AND VALVES IN ELEVATOR @ MILLER ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$14,490.00
21002096	RELIABLE FLOOR COVERING, INC	FURNISH AND INSTALL FLOORING @ BUSD RENTAL PROPERTY; RENTAL OF DISTRICT PROPERTY FUNDS	FACILITIES PLANNING SERVICES	010	$7,730.00
21002097	RELIABLE FLOOR COVERING, INC	FURNISH AND INSTALL FLOORING IN ROOM 7 @ EMERSON ES; DEFERRED MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	140	$6,548.00
21002098	INFORMATION MANAGEMENT SERVICES, LLC	PRINT CENTER SUPPLIES; DISTRICT PRINT SHOP FUNDS	FACILITIES SERVICES	010	$114.44
21002099	DICK BLICK CO	ART SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$574.68
21002100	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	BOOKS	BRET HARTE ELEMENTARY	010	$95.86
21002101	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$238.00
21002102	SKILLSUSA CALIFORNIA	CONFERENCE REGISTRATION FEES; CTE-UNRESTRICTED FUNDS; BOARD APPROVED 6/4/20	JOHN BURROUGHS HIGH SCHOOL	010	$50.00

PO Count: **238** **Total:** **$2,506,195.14**

Printed between 12/08/2020 & 01/11/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	227	$2,449,818.77
110	Adult Education Fund	1	$92.35
130	Cafeteria Fund	4	$2,362.77
140	Deferred Maintenance Fund	2	$11,622.00
210	Building Fund	1	$650.00
213	Building Fund - 3rd Issuance	3	$41,649.25
		Total:	**$2,506,195.14**

2/4/2021

To the Superintendent of Schools:

Request for the authorization of the following warrants is presented for your approval subject to the action of the Board of Education.

Warrants	Payroll		Warrants	Commercial	
6828283	6828302		26165725	26165738	
6830072	6830211		26167136	26167162	
6832174	6832176		571329	571331	
6833207	6833210		26168459	26168487	
6834459	6834494		26171078	26171117	
2577978	2578664		26174013	26174034	
2593869	2593876		572335	572335	
2603562	2604255		26175390	26175413	
			26176634	26176647	
			572982	572982	
			26180961	26180981	
			573185	573185	
			26182251	26182268	
			573352	573352	
			26183931	26183949	
			573537	573537	
			26187821	26187836	

1/15/21 - 1/29/21	**$**	**6,691,758.53**	**1/11/21 - 1/26/21**	**$**	**2,409,856.53**

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:	February 4, 2021
SUBJECT:	Approval of Instructional Consultant Services

Background:

The purpose of the Instructional Consultant Services is to enrich student learning. Consultants are selected based on their qualifications regarding specific subject areas. When a consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: February 4, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
John Muir Middle School	Danielle Lebens	Ms. Lebens will provide "Wellness Workshops" to promote skills to reduce anxiety and increase mental and physical well-being. These workshops will take place on a weekly basis on Wednesday and be virtual. All grade levels are welcome.	2/10/2021 – 4/14/2021	$250.00	01.0-90201.0-11100-10000-5810-3228300

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 19th of January, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Danielle Lebens hereinafter referred to as "Consultant."

Payee's Name Danielle Lebens Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Dr. Greg Miller, Principal @ John Muir Middle School

Board Approval Date February 4, 2021

Account String 010-90201-0-11100-10000-5810-3228300

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 $ 25.00 per hour☐/ per day ■/ per session☐ for a total not to exceed $250.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on February 10, 2021 and terminating on April 21, 2021.
3. Payment Terms: One Time Payment
4. Consultant will provide the following services:

   Ongoing instruction on yoga and mindfulness for mental health and well-being.

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.

		Danielle Lebens		1.19.21
BUSD Authorized Signature/Title	Date	Consultant	Danielle Lebens	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

DANIELLE LEBENS

RELATED SKILLS

Experience teaching adults and kids (ages 5 and up)
Training in yoga (200 CYT)
Education in mindfulness and meditation
Adult and Pediatric First Aid/CPR/AED Certified (11/2018-11/2020)
Training in movement, theatre, improv, voice and dance
Professional and educational theatre experience
Organized, reliable, self-sufficient

EDUCATION

White Lotus Foundation, Santa Barbara, California . . . . . October 2018
200 HR Yoga Teacher Training Intensive
Formulate accessible and well-balanced yoga classes for all ranges of bodies, ages, and skill levels. Explore historical and current day benefits of a regular yoga practice including but not limited to heightened dietary, mental, emotional, spiritual, and physical mindfulness.

Naropa University, Boulder, Colorado . . . . . May 2010
M.F.A Contemporary Performance (with a focus on meditation, mindfulness, body awareness, psychophysical acting, developmental movement, Buddhist principles)
Thesis: Movement based acting course highlighting the importance of being present in rehearsal/performance and developing connections between mind and body.
From Inside a Junk Pile April 2010 (Original performance for children of all ages centered on "meeting monsters" and "exploring treasures within.")

Denison University, Granville, Ohio . . . . . May 2006
B.A. Theatre & Religion (Alternative Hermeneutics)
Senior Research: "How do Children Define God?: An Experiment in Collaboration, Movement, & Theatre." (Interviews with children & research with actors which generate an ensemble driven theatre experience entitled *God Talk*, Spring 2006)

Professional Dance Center, St. Louis, Missouri . . . . . Fall 1987- Summer 2002
Received classes in ballet, tap, jazz, lyrical, Broadway dance styles, and pointe.
Competed with Rhythm Review traveling competition group from 1992-2002.

PREVIOUS EMPLOYMENT

Water & Rock Studio, *Yoga Instructor* . . . . . September 2020- Present
Conduct virtual yoga classes which combine meditation, breathing, and yoga poses to heighten self-awareness, strength, and flexibility. Listen and work with students to cater to their specific physical needs. Practice body-mind centering to cultivate greater concentration/attention, awareness of mental/emotional states, and feedback from the body. Help students improve coordination, balance, respiratory functions, circulation, digestion, immune system, skeletal alignment, nervous system, and mental health.

John Muir Middle School, *Yoga Instructor* . . . . . December 2018 – June 2019
Create and guide 6th-8th graders and teachers in a gentle, beginner's yoga curriculum. Share the benefits of yoga, breath work, and guided meditation in an inclusive, safe space.

P.O.S.E. (Playing On Stage Education), *Director/Instructor*. . . Aug 2013 – Mar 2020
Collaborate with other directors and artists to create theatre curriculum for after school drama classes (at Verdugo Woodlands Elementary and St. Francis Xavier School) which culminate in a final stage performance. Design, paint, and build sets. Teach important life skills through theatre including patience, listening, teamwork, focus, body awareness and confidence.

Glendale Centre Theatre, *Camp Director*. . . . . Summer 2017 & 2018
Create a team of teachers and formulate camp curriculum. Motivate campers and staff with morning games and announcements. Guide campers and teachers through conflict. Oversee all daily operations of camp, and manage staff of interns, teachers, and box office employees. Create schedules, calendars, handouts and communicate information with parents, staff, campers. Handle marketing throughout the year and all purchasing and merchandise sales. Direct and run the final performance at the end of each 3-week session (a medley of songs, dances, and scenes with lights, sounds, and costumes).

Glendale Centre Theatre, *Dance and Acting Teacher*. . . . . Summer 2013 – 2016
Develop dance curriculum for children ages 6-15. Teach lessons in ballet, tap, jazz, hip hop, and Broadway dance. Choreograph ensemble dances for final performances. Teach daily acting classes with emphasis on confidence, teamwork, communication, and stage presence. Write, direct, and costume scenes for final performances.

Many Hats Theatre, *Actor and Workshop Instructor*. . . . . Jan 2013 – Feb 2013
Perform in *Mischief Makers* as "The Raven" creating multiple characters to inhabit throughout. Develop workshop for kids ages 8-12 based on the play and rehearsal experience with an emphasis on physicality and voice.

Mountain Kids Camp, *Counselor* . . . . . Summer 2009
Formulate camp curriculum including arts and crafts, group games, and special events for children ages 5-12. Transport kids to areas of interest around Denver including sports stadiums, candy factory, tea factory, recycling facility, and swimming pools. Provide kids with a fun, supportive and safe environment.

Bright Idea Toys, *Assistant Manager*. . . . . May 2006 – Aug 2007
Offer product knowledge and assist customers with personal shopping, gift wrap, write toy orders, receive inventory & display merchandise, assemble & test toys, receive calls, diffuse customer complaints, operate register, perform opening and closing duties.

Whitfield School (Theatre Department), *Choreographer* . . . . Feb 2007 – May 2007
Develop stage movement and original dance routines for the high school's production of *Oliver!*, instruct students in dance, collaborate with the director and musical director, conduct large group rehearsals.

Mad Science (Educational Entertainment), *Instructor* . . . . . Summers 2001 – 2004
Perform on-site demonstrations in homes, libraries and community centers throughout the St. Louis area, entertain and educate audiences of children ages 6-11 about basic principles of physics and chemistry through hands-on experiments.

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:	February 4, 2021
SUBJECT:	Approval of Non-Instructional Consultant Services

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the non-instructional Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: February 4, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
Burbank High School	Balfour	Balfour will provide training and support for the teacher and students in the YearBook class at Burbank High School. They will publish (750) copies of the full-color yearbook.	2/5/2021 – 5/31/2021	$57,000.00	01.0–90904.0–11100-00000-5810-4318100

balfour

Balfour is hereby authorized as the official publisher of the publication described below.

Prod. Year	Production Line	Cover	Date	Cust#
2022, 2023, 2024	Spectra	Hard	11/20/20	14650

School	Address	Phone
Burbank High School	902 N. Third Street	818.558.4700

City	State	Zip	eMail Address	Check here to recieve email news & tips from Balfour
Burbank	CA	91502	AmyWinn@burbankusd.org	X

Contact	Title
Ms. Amy Winn	Adviser

Copies	Pages	Size	Delivery Season	Cust Type
750	208	9	Spring	High School

Copy Preparation: InDesign Source

Copies: 750 Pages: 208 Paper: 100# Matte

Cover: Hard Lamination: Matte Full Color, School Design or Balfour High Design Cover with one proof with one upgrade(uv clear or foil stamp or grain)

Endsheets: Stock: C1S White School Design DFB

Tech grant: $5,000/ Scholarships: Adviser Workshop, Ignite Workshop (Adv. +3 students), Advanced Workshop (Adv. +3 students, Spring Workshop (Adv. +5 Students)

1st Deposit: 30% of Total Est. Price Due: November 16
2nd Deposit: 45% of Total Est. Price Due: March 15
Final Deposit: 25% of Total Est. Price Due: Upon Receipt

Total Estimated Price:
$ 57,000.00 Shipping included & Tax included
($76 per book)

Send to: Taylor Publishing Company PO Box 911514 Dallas, TX 75391-1514

The completed books will be shipped on a standard delivery schedule after the final copy shipment is received. Standard delivery schedules vary with product line. Failure to meet deadline requirements or to return proofs within the designated time will result in adjustments to the delivery schedule (ask your representative for other exceptions.) The company will make every effort to return submitted photographs and artwork, however the company assumes no responsibility for their loss or damage. The company exercises no editorial control over the content of the book, and under Texas Law no responsibility for it content.
This contract is contingent upon Government regulations, strikes, fire, or acts of Providence. Prices shown are estimates based on the contract specification. Changes in specification can affect the final billing price. The Total Estimate Price shown above is based upon the Company's current price list, which in turn is based upon current material, labor and other cost. To compensate for cost increases that will be incurred by the Company in the event of the delay in the production schedule, the following shall apply: If final copy is received by the Company after December 31 of the production Year, the total price shall increase by and amount equal to 5 percent of the Total Estimate Price. Prices are contingent on the Company's ability to obtain materials at a reasonable price. Should our suppliers increase their prices by an unexpected amount, the Company may be required to adjust prices accordingly. The Company will notify the Customer prior to manufacture of any such price adjustment.
Applicable sales taxes will be added to the final invoice unless the Customer furnishes evidence of tax-exempt status. The Customer agrees to pay the final invoice within 30 days of the invoice date or pay a late payment fee of 1 1/2% per month of the unpaid balance. Costs associated with collections, including reasonable attorney fees and court costs if if becomes necessary to place this account for collection, will be borne by the Customer. By the authorized signature below, Customer hereby waives notice of acceptance, default and exemption. Pursuant to V.T.C.A., Government Code §2270.002, the Company affirms that it does not boycott Israel and will not boycott Israel during the term of this contract. The print Trade Customer of the Printing Industry of America, Inc. are incorporated into the terms of this Contract, except as specifically otherwise stated herein, and are reprinted on the back of the contract. This contract is subject to acceptance by Taylor Publishing Company d/b/a Balfour in Dallas, Texas, and will be governed by the laws of the State of Texas.

The contract is contingent on the SALES REPRESENTATIVE being part of the Ortiz Office.

I (we) have read, understand and accept the terms and conditions of the Contract. I further stipulate that I am an authorized representative of the customer named herein and, as such, am authorized to sign their Contract.

Signature	Please Print Name	Title
		adviser
Signature *(optional)*	Please Print Name	Is a P.O. required? ☐ yes ☒ no P.O. #:_____

Sales Representative	Rep #	LD	Quo#	Var#	Accepted at Taylor
Karina Lopez	930304				

About Us

- **About**
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- Working at Balfour
- Contact Us

FAQ

Warranty, Repair & Return

Shipping and Delivery

Legal

About

A Long History of Innovating Tradition

Achievements. Amplified.

You can think of us as a 100-year old startup company. Under the American Achievement Corporation umbrella is the heartbeat brand of Balfour. Balfour, founded in 1913, is well known for its long and successful history of the manufacturing, sales and marketing of class rings, yearbooks, letter jackets and graduation regalia to middle school, high school and college students and alumni. Today, we're focused on delivering exceptional quality that lasts a lifetime and captures the special memories of student life. We're also focused on expanding the assortment of products and programs that students, alumni, educators and schools have to choose from.

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:	February 4, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The purpose of the ratification of agreement for professional services is to hire an outside credentialed teacher (as a consultant) to provide educational support to Special Education Students. The consultant will assist with providing services, as specified in students' IEPs, assessments, writing the assessment reports and attending IEP's of Special Education Students.

Discussion/Issues:

The District is obligated to provide specialized academic instruction and assessments and to implement Individualized Education Plans (IEP's) for students who attend our schools. Due to COVID 19 and the closure of schools, a qualified temporary teacher or substitute was unable to be secured. The District does not have current staff able to support the current caseload and is, therefore, contracting with one to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

Not to exceed $50,000.

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 to BUSD teachers for assessments, written reports and attend student IEP meetings, not to exceed $50,400 (01.0-65000.0-50010-36000-5813-7440000), effective January 4, 2021 through May 28, 2021 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	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:	February 4, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The purpose of the ratification of agreement for professional services is to hire an outside credentialed teacher (as a consultant) to provide educational support to Special Education Students. The consultant will provide support to students with IEPs in the COVID Learning Loss Mitigation Intervention program.

Discussion/Issues:

The District is providing Learning Loss Mitigation Intervention sessions by credentialed Special Education Specialists to some students with IEPs. The District does not have enough current staff able to provide the services so an outside agency is assisting.

Fiscal Impact:

No to exceed $5,600.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Total Education Solutions, to provide Learning Loss Mitigation Intervention supports to students with IEPs, not to exceed $5,600 (01.0-32200.0-57602-11100-5850-744900), effective January 19, 2021 through May 28, 2021 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 19th day of January 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Total Education Solutions hereinafter referred to as "Consultant."

Payee's Name: Total Education Solutions Daytime Phone Number: 213-607-4338 Email Address: drivera@tesidea.com

Mailing Address: 625 Fair Oaks Ave., Ste 300 Pasadena CA 91030 .

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

Board Approval: 02/04/2021

Account Code: 01.0-32150.0-57602-11100-1130-7449000

The assignment **X will or ☐ will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $70 per hour▪/ per day □/ per session ▪ for a total not to exceed $5,600 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 01/19/2021 and terminating on: 05/28/2021.
3. Payment Terms: Net 45 Days

Due to COVID 19 and school closures, consultant will provide a credentialed teacher to assist with BUSD's Learning Loss Program.

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

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

Tara Rivera 1/14/2021

Tamara Schiern, Director of Special Education Date Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARE BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	February 4, 2021
SUBJECT:	Acceptance of Ownership Change for Claims Administration Services, Hazelrigg Claims Management (HCMS) to Transfer Ownership to Tristar Risk Management, a California corporation (Tristar)

Background:
Hazelrigg Claims Management (HCMS) is the District's Claims Administrator through West San Gabriel Joint Powers Authority (WSG JPA).

Discussion/Issues:
HCMS will be transferring ownership to Tristar Risk Management, a California corporation (Tristar) effective on or about January 1, 2021. The transition should be seamless and all services currently received will continue and more. Tristar will consolidate services, eliminate redundancies and provide added savings via cost containment efforts which will be passed down to WSG JPA.

Fiscal Impact:
None

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the ownership change for Claims Administration Services from Hazelrigg Claims Management (HCMS) to Tristar Risk Management, a California corporation (Tristar), as presented.

HCMS
HAZELRIGG CLAIMS MANAGEMENT SERVICES
TEL: 909 606 6373 - FAX: 909 606 0087
15345 FAIRFIELD RANCH ROAD, STE. 250
CHINO HILLS, CALIFORNIA 91709

December 30, 2020

West San Gabriel Joint Power Agency
Risk Management Division
1900 W. Olive Ave.
Burbank, CA 91506

RE: HAZELRIGG CLAIMS MANAGEMENT SERVICES (HCMS) AND TRISTAR RISK MANAGEMENT

Dear Staff:

As a follow-up to our letter to you of December 8, 2020, announcing our new association with Tristar, we will now need to amend our agreement. This Amendment, a copy of which is enclosed, is required under our agreement to allow for its continuation under Tristar's ownership of HCMS. All terms and conditions of our agreement will remain the same and unchanged.

We believe that HCMS's new association with Tristar will greatly enhance the services currently provided by HCMS to your agency. We are confident that under Tristar's ownership, HCMS will be able to consolidate services, eliminate redundancies and provide added savings via cost containment efforts which will be passed down to your agency.

Please review the enclosed Amendment and, if acceptable, please have an appropriate party of your agency sign and return the original to HCMS and retain a copy for your records. Thank you, and, of course, we are available at your convenience to answer any of your questions regarding this matter.

We extend to you a Happy Holiday Season.

Sincerely,

Daniel P. Madrigal
Chief Financial Officer

AMENDMENT TO AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES

This Amendment ("Amendment"), effective January 1, 2021, to the Agreement for Claims Administration Services ("Agreement") is made between West San Gabriel Joint Powers Authority, a public agency of the State of California ("JPA"), and Hazelrigg Claims Management Services, Inc., a California corporation ("HCMS") (collectively, the "Parties").

RECITALS

A. JPA and HCMS have previously executed the Agreement, effective July 1, 2019.

B. Effective on or about January 1, 2021, HCMS intends to transfer ownership and control of HCMS to Tristar Risk Management, a California corporation ("Tristar").

C. Section 9 of the Agreement provides, among other things, that any change in ownership or control of HCMS would constitute a material change in circumstances, in which case JPA would have the right, on 60 days' written notice, to terminate the Agreement, except that JPA could elect not to so terminate, but rather could elect to continue the Agreement, which election would require an amendment to the Agreement.

D. By this Amendment, it is the desire of JPA to continue the Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, the Parties agree as follows:

I. In connection with the transfer of ownership and control of HCMS to Tristar, JPA hereby elects, in accordance with Section 9 of the Agreement, to continue the Agreement, effective January 1, 2021.

II. In connection with JPA's election herewith to continue the Agreement, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of January 1, 2021.

Hazelrigg Claims Management Services, Inc. West San Gabriel Joint Powers Authority

By:  By: _____

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	February 4, 2021
SUBJECT:	Ratification of Addendum to Agreement for Audit Services, CliftonLarsonAllen

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Background:

To comply with the provisions relating to Section 41020 of the Education Code, each district shall provide or an audit of the books and accounts of the district. The audits shall be made by a certified public accountant or a public accountant, licensed by the California Board of Accountancy.

Discussion/Issues:

CliftonLarsonAllen (CLA) will perform additional services to expand testing of attendance to include the minimum standards for electronic signatures for the 2020-21 school year:

- The electronic system has a procedure to track and verify that initial attendance is entered within two weeks from the calendar day of the school day for which the attendance is a record thereof. This flexibility would be for the purpose of distance learning attendance tracking only. Under certain circumstances, such as wide-spread power outages, system interruptions, or for students participating in distance learning, teachers are allowed to electronically submit and certify attendance on a subsequent day or week, retaining paper documentation on which attendance was recorded contemporaneously;

- The electronic system includes a report that lists the dates of data entry and modifications, and the employee identification of the person or persons logging the attendance information into the system;

- The report described in #2 above is readily accessible to teachers and administrators for their review;

- If the electronic system relies on passwords, there must be adequate safeguards to ensure that such passwords are accessible only to the employee for whom the password is created.

- Provide a letter to the District confirming the systems' level of integrity is acceptable

Additionally, CLA will expand testing of attendance to include the minimum standards for electronic signatures for the 2021-22 school year to include in addition to the steps above as necessary:

- The current system has been approved by CDE;

- The electronic system has a procedure to track and verify that initial attendance is entered on the calendar day of the school day of record. Under certain circumstances, such as wide-spread power outages, system interruptions, or for students participating in distance learning, teachers are allowed to electronically submit and certify attendance on a subsequent day or week, retaining paper documentation on which attendance was recorded contemporaneously;

- Select a sample of sites to verify the attendance system is operating as designed.

- Provide a letter to the California Department of Education confirming the systems' level of integrity is acceptable.

Financial Impact:
The expense associated with this engagement is approximately $2,000 to $3,000.

Recommendations:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the addendum to the agreement between the Burbank Unified School District and CliftonLarsonAllen LLP, to perform specific additional services, effective July 1, 2020 through June 30, 2021, not to exceed $3,000 (01.0-00000.0-00000-71900-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

December 1, 2020

Ms. Debbie Kutka, Assist Superintendent, Administrative Services
Burbank Unified School District
1900 W. Olive Street
Burbank, CA 91506

Dear Ms. Kutka:

We are pleased to confirm our understanding of the additional services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Burbank Unified School District ("you," "your," or "the entity").

This letter constitutes an addendum to our original audit engagement letter dated May 12, 2020. The purpose of this letter is to outline additional services you wish us to perform in connection with that audit engagement.

Scope of additional services

We will expand our testing of attendance to include the minimum standards for electronic signatures for the 2020-21 school year:

- The electronic system has a procedure to track and verify that initial attendance is entered within two weeks from the calendar day of the school day for which the attendance is a record thereof. This flexibility would be for the purpose of distance learning attendance tracking only. Under certain circumstances, such as wide-spread power outages, system interruptions, or for students participating in distance learning, teachers are allowed to electronically submit and certify attendance on a subsequent day or week, retaining paper documentation on which attendance was recorded contemporaneously;
- The electronic system includes a report that lists the dates of data entry and modifications, and the employee identification of the person or persons logging the attendance information into the system;
- The report described in #2 above is readily accessible to teachers and administrators for their review;
- If the electronic system relies on passwords, there must be adequate safeguards to ensure that such passwords are accessible only to the employee for whom the password is created.
- Provide a letter to the District confirming the systems' level of integrity is acceptable

We will expand our testing of attendance to include the minimum standards for electronic signatures for the 2021-22 school year to include in addition to the steps above as necessary:

- The current system has been approved by CDE;
- The electronic system has a procedure to track and verify that initial attendance is entered on the calendar day of the school day of record. Under certain circumstances, such as wide-spread power outages, system interruptions, or for students participating in distance learning, teachers are allowed to electronically submit and certify attendance on a subsequent day or week, retaining paper documentation on which attendance was recorded contemporaneously;
- Select a sample of sites to verify the attendance system is operating as designed.
- Provide a letter to the California Department of Education confirming the systems' level of integrity is acceptable

Objectives, responsibilities, procedures, and limitations

Our audit objective, responsibilities, procedures, and limitations are as outlined in our engagement letter dated May 12, 2020.

Management responsibilities

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information.

Fees

Our fees for these services will be based on the actual time spent at our standard hourly rates. The fee for the engagement should approximate $2,000 to $3,000. The terms and conditions of payment will be same as in our audit engagement letter.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. All terms of our original audit engagement letter will apply to this addendum. This addendum will become effective as soon as you sign and date the original and copy of this letter and return the signed copy to us. If you have any questions, please let us know.

Sincerely,

CliftonLarsonAllen LLP



Gema Ptasinski, CPA
Principal
(626) 387-8217
Gema.ptasinski@claconnect.com

Response:

This letter correctly sets forth the understanding of Burbank Unified School District.

Authorized Signature: _____

Title: _____

Date: _____

Authorized Signature: _____

Title: _____

Date: _____

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	February 4, 2021
SUBJECT:	Approval of Amended Agreement for Bond Accounting Software, California Financial Services (CFS) (Bond Fund)

Background:

The District has been in contract with California Financial Services (CFS) since 2016 for its bond accounting software program.

Discussion/Issues:

CFS KeyAnalytics Project Tracking and Reporting services will provide the following:

- Track all major revenue/funding sources identified by the DISTRICT that are being utilized to fund the DISTRICT's School Funding Program including G.O. Bonds, COPs, State grants, developer mitigation revenues, and other capital facilities financing and funding sources, if applicable, into the ***CFS InternetAccess*** comprehensive and cumulative reporting system.
- Track the School Funding Program revenue/funding sources identified by the DISTRICT so that each revenue source can be viewed individually and in a combined manner.
- Establish budget categories, as identified by the DISTRICT, for each authorized school project, project component, and revenue/funding source(s).
- Upload DISTRICT export files on a monthly basis, or more frequently when available, to the CFS InternetAccess platform.
- Reconcile CFS InternetAccess system records with DISTRICT Fiscal reports and balance 9110 Cash Balances, Current Liabilities, Total Expenditures, and Total Encumbrances with each system upload.
- Report disbursement of funds from each revenue source for each school project and each expenditure category, as directed by the DISTRICT.
- Track cumulative fund account activities (across fiscal years) for each DISTRICT Capital Facilities Fund account including but not limited to Building Fund 21, State Fund 35, Developer Fee Fund 25, and other Capital Facility and/or Municipal Funding Program fund accounts (including Trustee bank accounts where applicable), as identified by the DISTRICT, as applicable.
- Prepare a periodic COMPREHENSIVE FACILITY PROJECT BUDGET AND CASH FLOW UPDATE REPORT that includes a summary of budgets, encumbrances, disbursements,

remaining balances, and an overview of the active School Funding Program projects at a mutually agreed upon frequency as circumstances dictate.

- Assist in preparing periodic reports for the DISTRICT's Proposition 39 bond School Facilities Oversight Committee ("SFOC") that includes project and account information from the CFS InternetAccess platform.
- Prepare specialty on-line reports by school campus and by project scope that will be linked to the District's website for easy access of information to the community regarding the DISTRICT's G.O. Bond measure proceeds.
- Assist in preparing data and reports associated with the filing of the SAB 50-06 Expenditure Reports subject to DISTRICT review and confirmation;
- Provide assistance with OPSC audit inquiries and responses, where applicable (billed on an hourly basis at the CONSULTANT's stated consulting rate provided herein);
- Provide initial and ongoing training to DISTRICT staff including transition training as staff and job descriptions change within the DISTRICT and/or the CONSULTANT incorporates supplemental features into the CFS InternetAccess platform.
- Provide up to 5 gigabytes of storage for critical documents associated with the School Funding Program in the CFS InternetAccess platform's DATA VAULT; and
- Provide the DISTRICT's authorized staff with user names and passwords in order to enable web access to the InternetAccess platform.
- Local Compliance Services including preparing the following Specialized Reports:
    a. Assist the DISTRICT in providing documentation and information needed to comply with the local requirements established by the DISTRICT's Governing Board, municipal securities statutes, and internal accounting/auditing policies and procedures, including:
        1) Prepare periodic SFOC/community updates as needed; and
        2) Assist DISTRICT auditors by providing the data necessary to complete the annual audits required by for Proposition 39 authorized G.O. Bonds, if applicable.
    b. Assist DISTRICT auditors by providing requested information needed to complete the year-end closeout of DISTRICT funds and outstanding municipal securities obligations.

Fiscal Impact:

Annual fee of $60,000 to be increased by $15,000 for a total of $75,000.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and California Financial Services (CFS) for the KeyAnalytics Services system effective July 1, 2019 through June 30, 2022, not to exceed $75,000 per year (21.0-00000.0-92000-85000-5840-7400021), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original agreement was Board approved June 6, 2019 for an annual fee of $60,000. This amendment increase of $15,000 is due to the additional cost of .02 for OPSC revenue generation of $706,454 for Bret Hart Elementary school project.