BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, July 21, 2022

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

Burbank City Hall
275 E. Olive Avenue
Burbank, California

AGENDA

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

1. CALL TO ORDER

1.a NOTICE TO THE PUBLIC

The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction during one of the three Public Comments sections.

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

1. Speakers who wish to provide a Public Comment virtually should sign up at this link: https://forms.gle/dG4mXgsWMgpsV272A before 3pm on Wednesday, July 20. Please indicate if your comment pertains to (1) an item on this agenda, or (2) a subject within the jurisdiction of the Board of Education. Closed Session Public Comments must be given in person.

2. The Zoom Webinar will open at 6:30 p.m. Speakers are asked to rename their Zoom profile to indicate their full name to expedite this process. Please note that only those individuals who have signed up to speak prior to 3:00 p.m. on Wednesday, July 20, will be allowed to enter the Zoom Webinar. Speakers will receive an email Wednesday afternoon with the Zoom Webinar login details.

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

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

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

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Responses

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

3.a Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 160003888, 960001099, 960002704, 9628519, 960033761 and 960035872

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

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. PRESENTATIONS / RECOGNITIONS

9. REQUESTS TO ADDRESS THE BOARD

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

9.b Staff Responses

9.c Board Members' Responses

10. REPORTS TO THE BOARD

10.a Report on the Recommendations to the Board of Education from the District English Learner Advisory Committee
Peter Knapik, Director, Elementary Education, in collaboration with Jennifer Goldenberg, Teacher on Special Assignment/Coordinator of English Learner Services, will report on the Recommendations to the Board of Education from the District English Learner Advisory Committee and the first reading of the proposed English Learner Master Plan, as presented.

DELAC Recommendations July 21,2022.pdf

10.b Report on COVID-19 Protocols and Procedures for Overnight Field Trips
Matt Hill, Superintendent, will facilitate a discussion on COVID-19 Protocols and Procedures for Overnight Field Trips for the 2022-2023 school year.

Directives on Overnight Field Trips (4.7.22).pdf

10.c Report on Board Bylaw 9270 – Conflict of Interest
Board members will discuss BB9270 – Conflict of Interest to identify any amendments.

Bylaw 9270 Conflict Of Interest.pdf

10.d Superintendent's Environmental Action Committee (SEAC) Update
Debbie Kukta, Assistant Superintendent, Administrative Services, will introduce, Karen Lau, the Superintendent's Environmental Action Committee Chair, who will report on the committee, as presented.

SEAC Update.pdf

10.e Report on Independent Study for the 2022-2023 School Year
Sharon Cuseo, Assistant Superintendent, Instructional Services, will report to the board on the Independent Study program for the 2022-2023 school year, as presented.

Report Independent Study 072122.pdf

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

Facilities and Technology PowerPoint_7212022.pdf

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

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

AB 1200 CSEA - Public Hearing.pdf

12. NEW AND/OR UNFINISHED BUSINESS

12.a Approval of the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

AB 1200 CSEA - Approval.pdf

12.b Approval of Employment Contract for the Superintendent of Schools
Charlene Tabet, President, Board of Education, recommends that the Board of Education approve the employment contract with Matthew R. Hill, as Superintendent of Schools, with a salary increase retroactive to July 1, 2021 through June 30, 2025, as presented.

Employee Contract-Superintendent.pdf

12.c 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 07-21-22.pdf

13. CONSENT AGENDA

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

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960035872, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective June 9, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035872 Settlement Agreement.docx (4).pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 1600038888, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective May 20, 2022 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888 Settlement Agreement.docx.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960033761, not to exceed $28,500 (01.0-65000.0-50010-36000-5813-7440000), effective June 1, 2022 through January 15, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960033761 Settlement Agreement.docx.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960028519, total not to exceed $18,500 (01.0-65000.0-50010-36000-5813-7440000), effective June 9, 2022 through July 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960028519 Settlement Agreement.docx.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960001099, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective August 15, 2022 through July 15, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960001099 Settlement Agreement.docx.pdf

13.f Action on Final Settlement Agreement (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960002704, not to exceed $252,000 (01.0-65000.0-50010-36000-5813-7440000), effective June 30, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960002704 Settlement Agreement.docx.pdf

13.g Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Board of Education Meeting of June 16, 2022, as presented.

Minutes.06.16.22.pdf

13.h Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Board of Education Meeting of June 28, 2022, as presented.

Minutes.06.28.22 Sp.pdf

13.i Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Board of Education Meeting of July 7, 2022, as presented.

Minutes.07.07.22 Sp.pdf

13.j Approval of Personnel Report Number 22-23-01
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 22-23-01, covering Certificated and Classified personnel, and consisting of Pages 1 to 40 inclusive, as presented.

Personnel Report.pdf

13.k 2021-2022 Purchase Order Report
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2021-2022 as listed through June 20, 2022, as presented.

2021-2022 Purchase Order Report.pdf

13.l 2022-2023 Purchase Order Report
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2022-2023 as listed through June 20, 2022, as presented.

2022-2023 Purchase Order Report.pdf

13.m Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $13,595,551.48 and commercial warrants in the total amount of $9,759,138.25, as presented.

Warrants.pdf

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

Instructional Consultants 07212022_Redacted.pdf

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

Non Inst Consultant 07212022.pdf

13.p Ratification of Authorization of Signatures
Debbie Kukta, Assistant Superintendent, Administrative Services recommends that the Board of Education ratify the authorization of signatures, for the period of July 1, 2022 through June 30, 2023, as presented.

Authorization of Signatures 2022-23.pdf

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

Imprest Accounts Establishment - BHS, Washington.pdf

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

Imprest Acct Closure - BHS, Washington.pdf

13.s Ratification of Agreement–University of California, Los Angeles
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education ratify the Intern Teaching Agreement between the Burbank Unified School District and University of California, Los Angeles to provide educational field experience, effective July 1, 2022, and shall remain in effect in perpetuity unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - UCLA.pdf

13.t Approval of Agreement – iHeartMEDIA
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District, Burbank Adult School and iHeartMEDIA to provide targeted marketing to maximize enrollment in Adult Education programs, effective July 22, 2022 through June 30, 2023, not to exceed $30,000 (11.0-63910.0 41101-27000-5850-5330000) - $7,500, (11.0-63910.0-41102-27000-5850-5330000) -$7,500, (11.0-63910.0-41104-27000-5850 5330000) - $7,500, (11.0-63910.0-41106-27000-5850-5330000) - $7,500 and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement BAS iHeartMEDIA 7 21 22.pdf

13.u Approval of 2022-2023 Courses and Instructional Minutes for the Independent Learning Academy
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the course list and instructional minutes for the Independent Learning Academy, effective July 21, 2022 through June 30, 2023, as presented.

ILA_Course_Approval__Inst_Minutes_July_2022.pdf

13.v Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022, Report Summary No. 4, April 1 through June 30, 2022, as presented.

BUSD_Williams_UCP_Report_4th_Quarter_2022.pdf

13.w Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Dr. Karen Epport, to provide an Independent Educational Evaluation (IEE) and attend an IEP for Special Education Student 960036652, not to exceed $3,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960036652 Karen Epport.pdf

13.x Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Andre Van Rooyen, Ph.D., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960029506, not to exceed $6,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960029506 Andre van Rooyen.pdf

13.y Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the

Board of Education approve an agreement between Burbank Unified School District and Sonja Biggs Educational Services, Inc., to provide an intervener professional, not to exceed $114,330 (01.0-65000.0-57602-11900-5850-7440000), effective August 15, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888 Sonja Biggs.pdf

13.z Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Linguabee, to provide interpreting and translation for Burbank students, not to exceed $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 22,2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Linguabee.pdf

13.aa Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Julie Janet Tafoya, School Psychologist, to provide assessments, written reports and attend student IEP meetings, not to exceed $86,400 (01.0-65370.0-57601-11900-5850-7440000), effective August 15, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Julie Janet Tafoya.pdf

13.ab Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Professional Tutors of America for Special Education Student 960032646, not to exceed $3,150 (01.0-65000.0-57602-11900-5850-7440000), effective August 15, 2022 through March 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960032646 Professional Tutors.pdf

13.ac Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Therapy In Action, Inc., to provide an Occupational Therapy IEE and attend an IEP meeting for Special Education Student 960029506, not to exceed $1,050 (01.0-65000.0-57602-11900-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented

SPED Student 960029506 Therapy In Action.pdf

13.ad Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and

Briggs and Associates, APSLPC, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960029506, not to exceed $4,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960029506 Briggs and Associates.pdf

13.ae Amended Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Audiology Solutions LA, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034080, not to exceed $1,850 (01.0-65000.0-57602-11900-5850-7440000), effective June 17, 2022 through December 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 16, 2022 for a total not to exceed $1,700. Due to an increase for the new fiscal year, this amendment adds an additional $150 for a total not to exceed $1,850.

SPED Student 960034080 Audiology Solutions LA_Amended.pdf

13.af Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Protocol Agency, Inc., to provide a Licensed Vocational Nurse (LVN), not to exceed $76,493.50 (01.0-65000.0-57602-11900-5850-744000) for Burbank special education students June 6, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Protocol Agency.pdf

13.ag Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and LA City Cab, LLC for transportation services for Special Education Students on an as needed basis, effective July 1, 2022, through June 30, 2023, not to exceed $350,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Transportation LA City Cab_Ratification.pdf

13.ah Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Todd Corelli, Ph.D., PC, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960001331, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 2, 2022 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960001331 Todd Corelli, Ph.D._Ratification.pdf

13.ai Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and RK Physical Therapy Services PC, to provide physical therapy to special education students, not to exceed $86,400 (01.0-65000.0-57602-11900-5850-7440000), effective June 1, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services RK Physical Therapy_Ratification.pdf

13.aj Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and the Family Services Agency of Burbank to provide IEP-based mental health services for qualifying special education students, effective July 1, 2022 through June 30, 2023, not to exceed $330,000 (01.0-651200.0-57500-11800-5810-7440000), and the authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Family Services Agency of Burbank.pdf

13.ak Approval for Reimbursement to Parent for Transportation (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, approve mileage reimbursement to the parents of Special Education Student 960004298 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $7,695 (01.0-65000.0-50010-36000-5813-7440000), effective August 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960004298_Parent Reimbursement.docx.pdf

13.al Approval for Reimbursement to Parent for Transportation (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, approve mileage reimbursement to the parents of Special Education Student 960037003 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $11,250 (01.0-65000.0-50010-36000-5813-7440000), effective August 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960037003_Parent Reimbursement.docx.pdf

13.am Ratification of Reimbursement to Parent for Transportation (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 960027933 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $2,700 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960027933_Parent Reimbursement.docx.pdf

13.an Ratification of Reimbursement to Parent for Transportation (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 960001537 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $2,020 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960001537_Parent Reimbursement_Ratification.docx.pdf

13.ao Ratification of Reimbursement to Parent for Transportation (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 960038970 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $4,300 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960038970 Parent Reimbursement_Ratification.docx.pdf

13.ap Amended Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide vision therapy for Special Education Student 160003888, not to exceed $18,720 (01.0-65000.0-57700-11900-5850-7440000), effective June 7, 2021 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 15 2021. Per a settlement agreement, the District agreed to additional sessions; the second amendment added an additional $9,620 increasing the total not to exceed amount to $18,720; this amendment extends the end date from June 30, 2022 through December 31, 2022.

SPED Student 160003888 Burbank Optometric_Amended.pdf

13.aq Amended Master Contract for Nonpublic, Nonsectarian Agency (Special Education)
Paulette Koss, Director, Special Education, recommends that the Board of Education ratify the Master Contract for special education students, to be provided by Casa Pacifica, Nonpublic, Nonsectarian Agency, effective June 1, 2022 through June 30, 2022 (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Master Contract for Nonpublic, Nonsectarian Schools and Agencies, effective July 1, 2022 through June 30, 2023, was approved by the Board of Education June 16, 2022.

SPED Master Contract_Amended.docx.pdf

13.ar Amended Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and LA City Cab, LLC for transportation services for Special Education Students on an as needed basis, effective July 1, 2021, through June 30, 2022, not to exceed $340,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was October 7, 2021 effective July 1, 2021 through June 30, 2022, not to exceed $100,000. A second amendment was approved on March 3, 2022 adding $150,000 increasing the total not to exceed $250,000. This amendment adds $90,000 increasing the total not to exceed $340,000.

SPED Professional Services Transportation LA City Cab_Amended.docx.pdf

13.as Amended Reimbursement to Parent for Transportation (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, amend reimbursement to the parent of Special Education Student 960002704 visit student who attends a Non Public School (NPS), per IEP, not to exceed $4,249.54, effective May 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 15 2021. Per a settlement agreement, the District agreed to reimburse parent for travel to visit student at their non-public school for a cost not to exceed $3,000. This amendment increases reimbursement by $1,429.54 for a new total not to exceed $4,249.54.

SPED Student 960002704_Parent Reimbursement_Amended.docx.pdf

13.at Ratification of 2022-2023 Carl D. Perkins Career and Technical Education Grant Application
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratifies the application for the Carl D. Perkins Career and Technical Education Grant for the 2022-2023 school year, effective June 2, 2022, and that authority to sign the application be exercised pursuant to BUSD- AR 3314, as presented.

Perkins Ratification 07212022.pdf

13.au Approval of Independent Learning Academy Master Agreements
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreements for the 2022-2023 school year, effective July 22, 2022, as presented.

ILA_Master_Agreements_22-23 final.pdf

13.av Approval of Contract with Emerald Cove Outdoor Science Institute for Stevenson Elementary School Outdoor Science School.

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the contract with Emerald Cove Outdoor Science Institute, effective July 22, 2022, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Stevenson-Emerald Cove OSS Contract July 2022 Board Item.pdf

13.aw Ratification of Agreement with Family Service Agency of Burbank to Provide School-Based Counseling Services

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education ratify the agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to continue to provide individual and group counseling to elementary and secondary school pupils, as required, effective July 1, 2022 through June 30, 2023, not to exceed $30,000 (010-01500.0-71500-31100-5810-7422000) LCAP supplemental funds, and that the authority to sign the agreement be exercised pursuant to BUSD -AR 3314, as presented.

FSA_School_Based_Counseling_Board_Report_2022_23.pdf

13.ax Ratification of Agreement with Family Service Agency of Burbank to Provide High School Student Care Centers

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education ratify the agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to continue to provide counseling and administrative services at the JBHS and BHS student Care centers, effective July 1, 2022 through June 30, 2023, not to exceed $100,000, (010-41270.0-00000-31100-5850-7719000) Federal Title IV funds, and that the authority to sign the agreement be exercised pursuant to BUSD -AR 3314, as presented.

FSA_Student_Care_Center_Board_Report_2022_23.pdf

13.ay Approval of Additive Change No.1, So-Cal Stormwater Runoff Solution Services Inc., SWPPP Inspections, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change order No.1 to the contract between Burbank Unified School District and So-Cal Stormwater Runoff Solution Services Inc., for SWPPP Inspections for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $24,211 (21.3-00000.0-91008-85000-6280-2100000) Bond Fund and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The $9,168.50 increase, bringing the not to exceed to $24,211, is due to extending the contract to accommodate the extended duration of the project estimated to complete August 2022.

CO1_Storm Water_Disney_Bond.pdf

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

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an award of contract between Burbank Unified School District and Reliable Floor Covering Inc., to furnish and install tile flooring in the Elevator for the Two-Story Modular Building Project at Walt Disney Elementary School, effective May 1, 2022 through April 30, 2023, not to exceed $1,459 (213-00000.0-91008-85000-5850-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Ratif.AOC_Reliable Flooring_Disney_Bond.pdf

13.ba Ratification of Professional Services from Burbank Movers Moving Company, Move Furniture/Equipment from Old Building to New Building, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify services between Burbank Unified School District and Burbank Movers Moving Company for moving furniture and equipment for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $6,780 (21.3-00000.0-91008-85000-6252- 201-0000) Bond Fund, as presented.

Ratif_Burbank Movers_Disney_Bond.pdf

13.bb Ratification of Agreement for Professional Services, C-Below, Comprehensive Utility Investigation of the Playground Area, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and C-Below to provide a comprehensive utility investigation of the playground area at Walt Disney Elementary School, effective June 9, 2022 through June 8, 2023, not to exceed $3,600 (21.3-00000.0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Ratif AOC_C-Below_Disney_Bond.pdf

13.bc Ratification of Approval of Bid No. 5576939, Geary Pacific Supply, Furnish Heating, Ventilation, Air Conditioning (HVAC) Bar Unit for Bungalows, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Geary Pacific Supply to furnish a HVAC bar unit for the bungalows for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $10,570.11 (21.3-00000.0-91008-85000-6410-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Ratif_Geary Pacific_Disney_Bond.pdf

13.bd Approval of Contract Renewal, Garland/DBS Inc. (GDI), Roof Maintenance Agreement, District-Wide (Deferred Maintenance)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of the contract between Burbank Unified School District and Garland/DBS Inc. (GDI), Waterproofing for a Roof Maintenance Agreement District-Wide,

effective July 1, 2022 through June 30, 2023, not to exceed $171,000 (14.0-00000-0-00000-81000-5810-740-0523) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Garland_Roof Maint._District Wide_Def. Maint.pdf

13.be Approval of Agreement for Professional Services, Film L.A.
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Film L.A., Inc. to coordinate any filming activities by outside companies that might request use of District facilities, effective July 1, 2022 December 31, 2027, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Film LA 2022-2027.pdf

13.bf Ratification of Memorandum of Understanding with the City of Burbank for the Cooperative Use of District High School Swimming Pools and City Swimming Pools
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the Memorandum of Understanding with the City of Burbank for the Cooperative Use of District High School Swimming Pools and City Swimming Pools, effective July 1, 2022, as presented.

COB MOU Pool Use.pdf

13.bg Award of Contract, Tech-Well, Supply and Install Tackable Fabric Wrapped Panels and Whiteboards in All Classrooms, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education award a contract between Burbank Unified School District and Tech-Wall for supplying and installing tackable fabric wrapped panels and whiteboard for the classrooms for the Two-Story Modular Building Project at Walt Disney Elementary School, effective July 22, 2022 through July 21, 2023, not to exceed $39,780 (213-00000.0-91008-85000-6250-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Tech Wall_Disney_Bond.pdf

13.bh Amendment No.2 of the Agreement for Professional Services, Cintas, District-Wide Dust Mop Cleaning Treatment (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and Cintas for the monthly cleaning and delivery of dust mops district-wide, not to exceed $9,473.28 (01.0-00100.0-00000-82100-5631-752-1000) general fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: Due to raising costs for key inputs like Labor, Water, and Fleet, Cintas' costs have all increased substantially in the last three years. As a result, Cintas negotiated a 5.4% pricing adjustment with their Lead Public Agency Prince William County Public Schools for the OMNIA relationship on all business lines in accordance with the Master Agreement. This amendment increases the originally contracted amount of $8,240 to $9743.28 annually.

Amend_Cintas_Various Sites.pdf

14. REQUESTS TO ADDRESS THE BOARD

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

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

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

15. ADJOURNMENT

16. OATH OF OFFICE

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Jennifer Goldenberg, TOSA, Coordinator of English Learner Services, TK-12
SUBMITTED BY:	Glenda Diaz Nolasco, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Report on the Recommendations to the Board of Education from the District English Learner Advisory Committee

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Background:

Each California public school district, grades Transitional Kindergarten through 12, with 51 or more English learners must form a District-level English Learner Advisory Committee (DELAC) or subcommittee of an existing district-wide advisory committee. A requirement of the DELAC is as follows:

1. The DELAC, or subcommittee on English learner education, shall advise the district's local governing board (e.g., in person, by letters/reports, or through an administrator) on programs and services for English learners.

2. The DELAC shall be responsible for advising the district's local governing board on the following tasks:
   a. Development of a district master plan for education programs and services for English learners. The district master plan will take into consideration the school site plans.
   b. Conducting a district-wide needs assessment on a school-by-school basis.
   c. Establishment of district program, goals, and objectives for programs and services for English learners.
   d. Development of a plan to ensure compliance with any applicable teacher and/or teacher aide requirements.
   e. Review and comment on the school district reclassification procedures.
   f. Review and comment on the written notifications required to be sent to parents and guardians.

Additionally, the district shall provide appropriate training materials and training, planned with consultation with committee members, to assist members in carrying out their legal advisory responsibilities.

The consolidated application shall also include certifications by appropriate district advisory committees that the application was developed with the review and advice of those committees.

District-Wide Goals for 2021-2022:

1.0 Students will be career/college ready via high-quality instruction
- 1.1 Continue to promote a culture of academic success and implement proactive interventions to decrease the number of D and F grades in secondary schools and the number of 1 and 2 grades in elementary schools by 3%.
- 1.5 Increase the percentage of English learner (EL) students reclassified as proficient in English and continue to monitor the progress of students in all academic areas by 2%.
- 1.8 Develop interventions and supports for students impacted by COVID.

3.0 Recruit and retain highly qualified employees
- 3.2 Implement professional development focused on Diversity, Equity, and Inclusion.

Discussion/Issues:

The Burbank Unified School District's English Learner Advisory Committee (DELAC) met four times throughout the 2021-2022 school year, beginning with training for school site representatives on their responsibilities, as outlined by the State. Each of the meetings addressed one or more of the DELAC responsibilities, as well as provided advice on the Local Control and Accountability Plan. The DELAC finalized recommendations for the updated Master Plan for English Learners. Agendas and minutes of the meetings are posted on the district website.

Fiscal Impact:

None

Recommendation:

Peter Knapik, Director, Elementary Education, in collaboration with Jennifer Goldenberg, Teacher on Special Assignment/ Coordinator of English Learner Services, will report on the Recommendations to the Board of Education from the District English Learner Advisory Committee and the first reading of the proposed English Learner Master Plan, as presented.

Burbank Unified School District

English Learner Program Review and DELAC Recommendations

Board of Education

July 21, 2022



Presented by

Dr. Peter Knapik

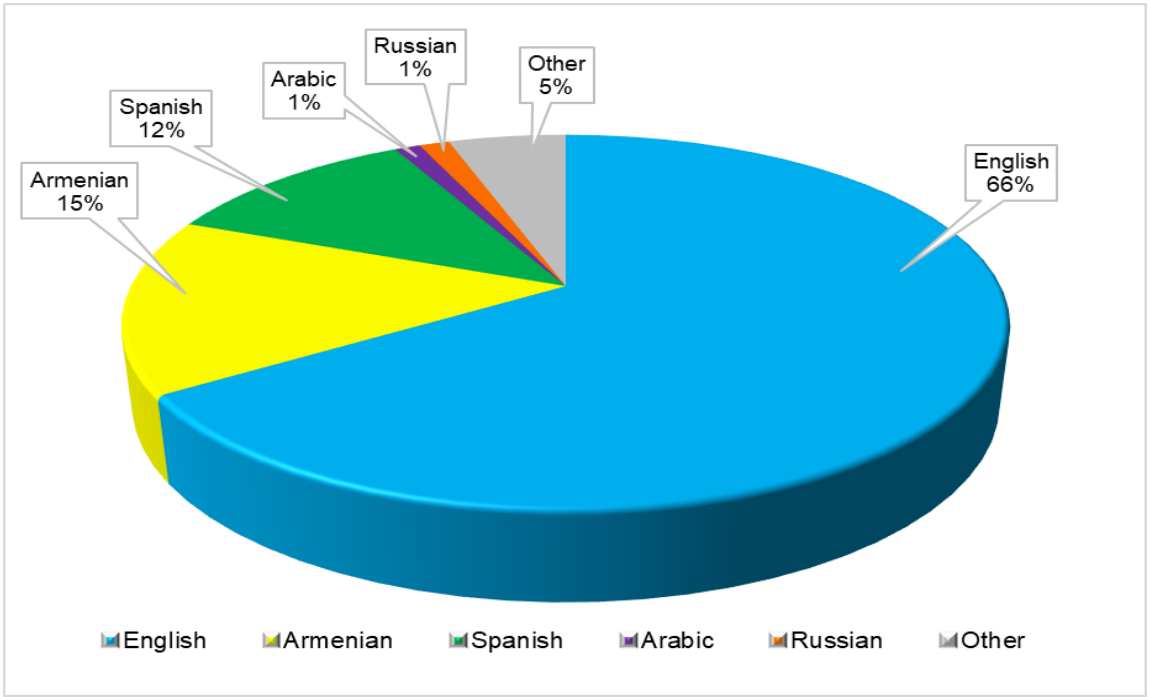
Jennifer Goldenberg

BUSD English Learner Programs 2021-22

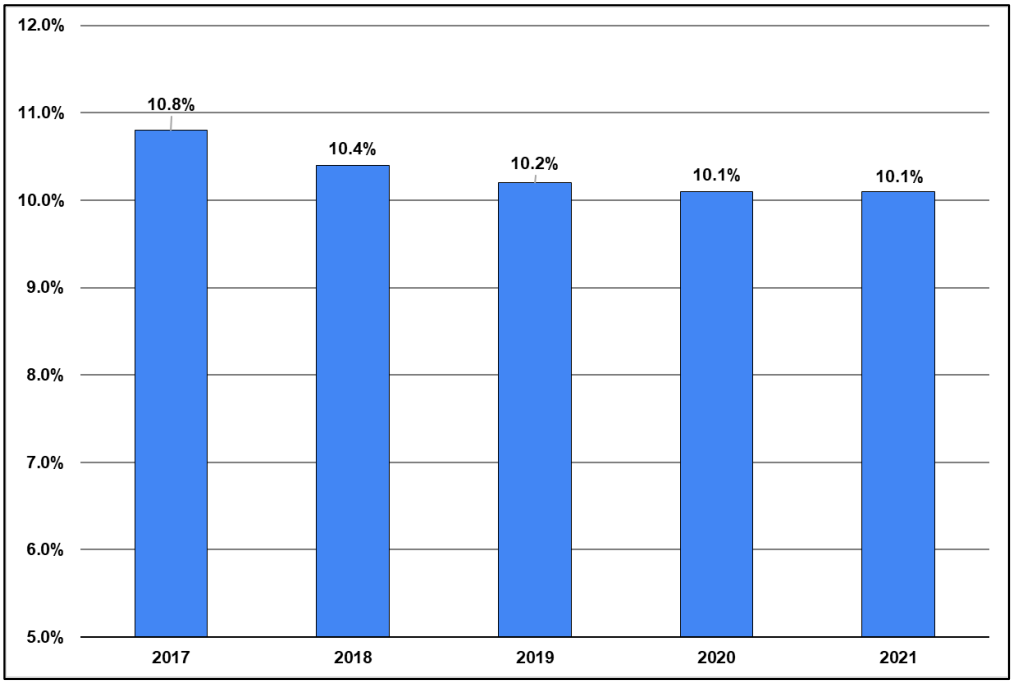
- Language Census
- Title III English Learner Program Review
- Annual ELD Program Survey
- District English Learner Advisory Committee



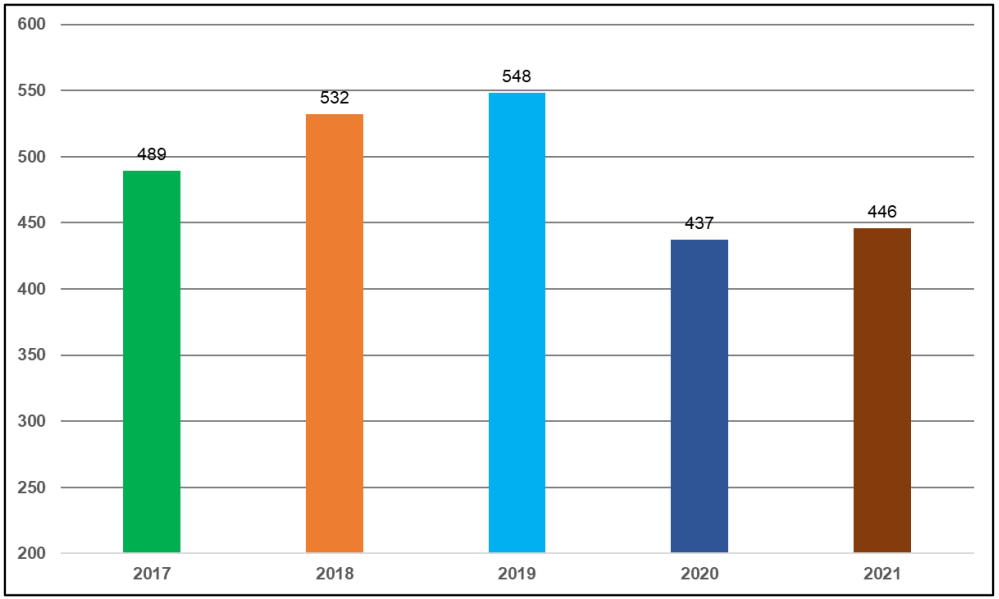
Languages Spoken in BUSD 2021-22



Percent of English Learners in BUSD 2017-2021



Eligible Immigrants in BUSD 2017-2021



1. Armenia	2. Russia	3. India	4. Mexico	5. Syria	6. Iran	7. Kazakhstan

Title III Program Overview

Federal funding to support English Learners & Immigrant Students

- Eligible students determined on Census Day (first Wednesday of October)
- Funding used for:
  a. Intervention
  b. Theater Arts Integration (grades 6-12)
  c. Supplemental teaching materials
  d. Parent education
  e. Professional development



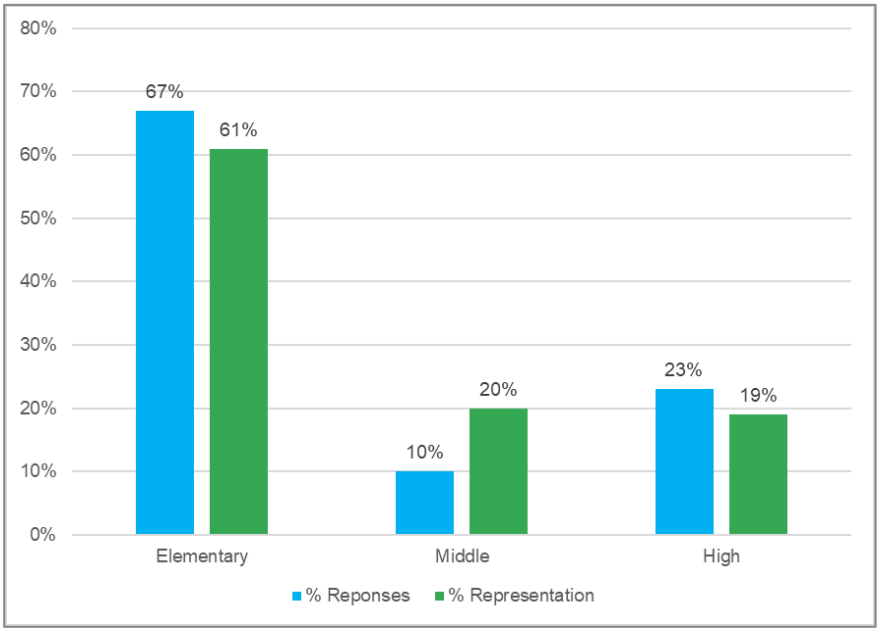
Federal Program Monitoring (Fall 2021)

Over 100 documents were shared with the California Department of Education (CDE)

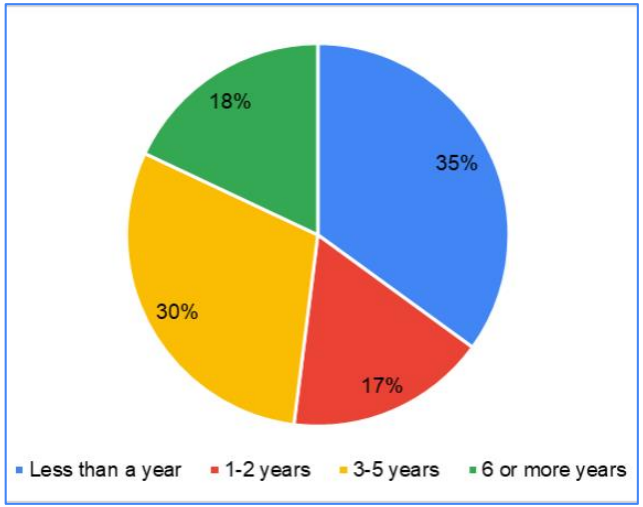
- ❖ No findings, meaning the district was in compliance with state and federal regulations
- ❖ Teacher Credentials and English Learner Authorization
  - All teachers and administrators must have either one
  - Coursework usually built-into a credential program
  - Certificated staff credentialed outside of California may need an emergency CLAD - Crosscultural Language and Academic Development - Authorization
    - Teachers applying for the emergency CLAD are approved by the Board of Education each year

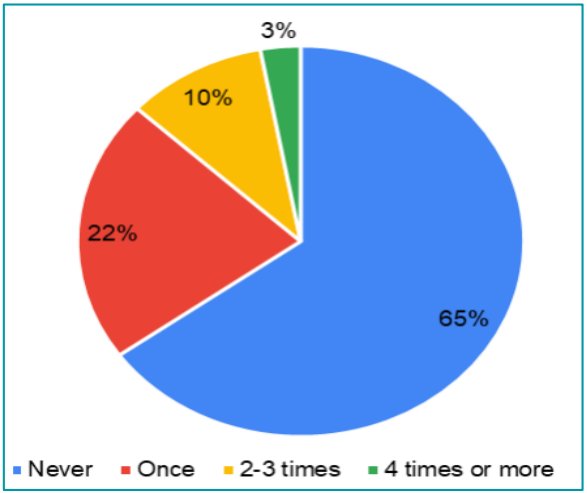


Annual English Learner Program Survey
22% of Families of ELs Responded



How long have you been a parent in BUSD?





Have you attended ELAC/DELAC meetings?

Do you understand/know…?

	Purpose of Home Language Survey	Purpose of Initial ELPAC	How students receive Designated ELD	Reclassifi-cation Process	Purpose of ELAC & DELAC	Whom to contact at the school
Yes	96%	96%	94%	91%	94%	69%
No	4%	4%	6%	9%	6%	31%



Topics for Parent Education

TOP 3 RESPONSES OVERALL:
Reading and math skills
Stages of how students learn English
Homework/Study Skills

ELEMENTARY SCHOOL:	MIDDLE SCHOOL	HIGH SCHOOL:
Reading and math skills	Electives in middle/high school	Reading and math skills (tie)
Stages of how students learn English	Reading and math skills	College/University information (tie)
Homework/Study Skills	Homework/Study Skills	Financial aid for college
		Stages of how students learn English

TOPICS PARENTS REQUESTED FOR THEMSELVES:
Reading and math skills
Understanding CA State Standards (tie)
Understanding California and Federal requirements for English Learners (tie)
Understanding grading/report cards



District English Learner Advisory Committee (DELAC)

The District English Learner Advisory Committee shall function by advising the District in matters pertaining to the educational program for English Learners. The term advising is intended to mean:

- Inquiring
- Informing
- Suggesting
- Recommending



DELAC Input

Why parents/guardians participate in school and district level committees:

- To know what's going on
- To give input on how budgets are allocated
- To be a voice for their children
- To provide input and hear others' perspectives
- To connect with outside resources
- To learn more about current conditions/events/procedures



Barriers to participation:

- Time
- Language
- Background experience
- Over-tasked/ over-committed

DELAC Input, con't.

Suggestions to break down barriers:

- Multiple options/opportunities (e.g. morning time *and* evening time; information presented is tailored to the audience)
- Provide more guidance and information to the families on what, how, and why students are learning
- Help families understand the education system in California
- Ask parents questions in ways that elicit feedback (ask questions in a way that maximizes communication)
- Get a better understanding of educational expectations in other countries
- Ask district and school committee members to attend ELAC or DELAC meetings
- Invite DELAC and ELAC representatives to attend the meetings of other committees to expand cultural and linguistic representation
- Include information about connecting with other groups and the issues EL families face in annual trainings (e.g. SSC, PTA, DEI).



BURBANK UNIFIED SCHOOL DISTRICT
Instructional Services

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TELEPHONE (818) 729-4455 • FAX (818) 729-4402
www.burbankusd.org

Overnight Field Trips
Covid Protocols
A/O April 7, 2022 – revised based on current public health guidelines

April 7, 2022

To: All Principals
From: John Paramo, Ed. D
Re: Directives for Overnight Field Trips as of April 7, 2022

- All eligible students, teachers, staff, volunteers, and chaperones must be vaccinated. Otherwise, they cannot participate in the overnight trip.
- Individuals with religious or medical exemptions may use a face shield with a drape in order to meet masking requirements and work with the assigned nurse to arrange testing (minimum twice a week). The assigned nurse should work with the individual to identify a testing location of the destination city before the trip.
- Due to the increased number of cases related to variants, all individuals will be required test (home, rapid, antigen) 5 days prior to scheduled departure. Participants will need to present a negative COVID -19 test result in order to travel.
- Masks may be required indoors and proper distance should be in place based on guidelines from the Los Angeles County Department of Public Health.
- The organization sponsoring the overnight event must have a designated person (s) and a written plan to address a student or adult who exhibits any symptom of illness which may be Covid 19 related while on the trip. If a student or adult becomes symptomatic, that individual would need to isolate away from others and be supervised until the individual could be picked up by parent or guardian as soon as possible.
- Chaperones should bring additional home tests (request from supervisor or facilities) for the trip in case a participant becomes symptomatic.
- In accordance with the Los Angeles Public Health Department, the decision pathway will need to be followed which includes having the student evaluated by their Primary Medical Doctor and following the guidelines
- County Health regulations are changing frequently so the organization should check all public health websites for the location, and also check travel advisories frequently before the trip for the departure and arrival city.
- One week prior the event, site administrative staff will arrange a meeting to include district administrative staff, nurse, and event lead to review the plan and protocols in the event that there is a COVID-19 exposure on the trip.

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 02/16/2017

The Board of Education desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision

when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the

employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

DESIGNATED POSITIONS

The following are "designated positions" as defined in Section 200 of the Conflict of Interest and Disclosure Code. All persons holding these positions are designated persons and are deemed to participate in making of decisions, which

may foreseeably have a material effective on a financial interest:

Reportable Economic Interest Category Numbers

Designated Positions (See Disclosure Categories)

Board Member 1, 2, 3

Superintendent 1, 2, 3

Deputy Superintendent 1, 2, 3

Senior Director, Facilities 1, 2, 3

Assistant Superintendent 1, 2, 3

Chief Facilities and Information Technology Officer 4

Director, Human Resources 4, 5

Directors 4

Technology Services Manager 4

Supervisor, Budget 4

Supervisor, Accounting 4

Senior Buyer 4

Buyer 4

Purchasing Technician 4

Members, School Facilities Oversight Committee 1, 4

Consultants/New Positions 6

Except a nonvoting member appointed in accordance with the provisions of Education Code 35012.

DISCLOSURE CATEGORIES

Category 1

Persons in this category shall disclose all interest in real property within the jurisdiction. Real Property shall be deemed to be within the jurisdiction if the property of any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two of any land owned or used by agency.

Persons are not required to disclose property a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

Category 2

Persons in this category shall disclose all investments and business positions.

Category 3

Persons in this category shall disclose all income (including gifts, loans, and travel payments) and business positions.

Category 4

Persons in this category shall disclose all business positions, investments in, or income (including gifts, loans, and travel payments) received from business entities that manufacture, provide, or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclosure category.

Category 5

Persons in this category shall disclose all income (including fits, loans, and travel payments) from any Burbank Unified School District employee, any representative or association of such employee; and business positions or income (including receipt of gifts, loans, and travel payments) from any entity owned or controlled by such employee's spouse or other financial dependent.

Category 6

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.

In addition, individuals who, under contract, participate in decisions which affect financial interests by providing information, advice, recommendation, or counsel to the agency which could affect financial interest shall be required to file Statements of Economic Interests, unless they fall within the political Reform Act's exceptions to the definition of consultant. The level of disclosure shall be as determined by the executive officer (or head) of the agency.

Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The Superintendent or his or her designee may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent or his or her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation

2. Adopt or enforce a law

3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement

4. Authorize the district to enter into, modify, or renew a contract that requires district approval

5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract

6. Grant district approval to a plan, design, report, study, or similar item

7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Superintendent's Environmental Action Committee (SEAC) Update

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Background:

The Superintendent's Environmental Action Committee (SEAC) formerly the Superintendent's Sustainability Committee, exists to promote environmental sustainability, educate stakeholders, and increase the positive impact of the Burbank Unified School District's operations on the environment. Committee roles and responsibilities may include:

- Provide input to the Superintendent on other district issues from a sustainability perspective, and make recommendations regarding long-term planning for sustainability
- Integrate sustainability education into aspects of classroom/curriculum programming and parent/community education in collaboration with community and industry partners
- Promote green technologies and behaviors across the district
- Seek collaborative relationships within the community

The Committee consists of 20 voting members, with the idea of providing the Superintendent a body of interested parties with a variety of viewpoints. The Assistant Superintendent, Administrative Services, chairs the meetings, which may also be attended by the Superintendent, two School Board members, and a staff liaison who takes meeting notes.

Discussion/Issues:

The SEAC Chair, Karen Lau, will present an overview of the committee's intent and future next steps.

Fiscal Impact:
For informational purposes only.

Recommendations:

Debbie Kukta, Assistant Superintendent, Administrative Services, will introduce, Karen Lau, the Superintendent's Environmental Action Committee Chair, who will report on the committee, as presented.

BUSD SEAC
Superintendent's Environmental Action Committee

Presentation to BUSD Board by Karen Lau
2022.07.21

Intention

-Why SEAC is necessary right now

-History of Environmentalism in BUSD schools

-Working Vision + Mission

-SEAC Structure

-What's been happening?

-Next Steps



Why BUSD + Environmental?

LAUSD Assigns Millions In Funding For 'Green Schoolyards'

By Erin Stone

Published Jun 27, 2022 2:02 PM



First graders at Brainard Elementary.

(Kyle Stokes / LAist)

LAUSD is showing Green Leadership

Source: https://laist.com/news/climate-environment/lausd-assigns-millions-in-funding-for-green-schoolyards

About LEED Credentials Education Membership Store Resources Directory Articles

Center for Green Schools

Federal funding for sustainable schools



LEED Silver Woodland Elementary School Milford, Massachusetts. Photo Cre

Jacqueline Maley

Apr 26, 2022

Resources for school financing

Here are some tips for getting started:

1. As the Department of Energy finalizes its grants for energy efficiency improvements in public schools, it is asking local education agencies, school staff, state and local governments, community partners and other stakeholders to provide feedback relating to execution of their grant. Feedback will help them maximize the impact and reach of the funds. Provide your feedback by May 18.

2. The Environmental Protection Agency (EPA), the Department of Education, and the Department of Energy created an Efficient and Healthy Schools Campaign to help public K–12 schools identify HVAC solutions and upgrades to improve energy efficiency and indoor air quality. While not a funding opportunity, this is a free program that offers free technical assistance.

3. Although information about the EPA's Clean School Bus Funding Program is still being released, you can plan to apply for funding:

- Sign up to receive email updates about funding opportunities.
- Set up a System for Award Management account.
- Create a fleet inventory to determine which buses are the right candidate to be replaced.
- Reach out to your utility to help reduce roadblocks to charging infrastructure.

ments about grant opportunities from the Department of Energy, EPA and other

be developing case studies of districts using funds for facilities improvements, putting spending, educating stakeholders about the ability of funds, and providing input to up for the newsletter on the footer of our website.

Schools Provisions

Public School Facilities Grants (Sec. 40541)
$500M in Department of Energy competitive grants through 2026 for clean energy improvements at K-12 schools, with priority for schools with renovation/repair needs, lower-income schools, and schools using energy-related performance contracting. Schools and partner organizations (nonprofit and for-profit) are eligible for grants. Those receiving grants must report how funding was used, including estimated cost savings and use of performance tracking such as ENERGY STAR or LEED.

Clean School Bus Program (Sec. 71101)
$5B over five years to implement a school bus replacement grant program at EPA to reduce emissions and improve public health. State or local governments, eligible contractors, and nonprofit school transportation associations are eligible. Half of the funds are authorized for zero-emission school buses and half for alternative fuels and zero-emission school buses.

Safe routes to school (Sec. 11119)
Codifies the Safe Routes to School Program and extends it through 12th grade. Eligible expenses include the planning, design, and construction of infrastructure-related projects within two miles of a school that enable students to walk and bike to school safely. Projects include sidewalk improvements, traffic calming and speed reduction, pedestrian and bicycle crossings, secure bicycle parking facilities, etc., as well as promotional campaigns encouraging biking and walking. Requires appropriations for additional funding.

Source: https://www.usgbc.org/sites/default/files/2022-04/Federal%20Funding%20for%20Schools%20Combined%20Slides.pdf
https://www.usgbc.org/articles/federal-funding-sustainable-schools

Why SEAC now? (On the Education Side)



-Federal, State, NGO Grant Opportunities for Infrastructure to Decarbonize

-Climate Emergency Educational initiatives have not been addressed within Burbank K-12 at the District Level

-Need for Leadership and Unity on Environmental Efforts

-DEI principles embraces environmental justice

-Environmental literacy is crucial to present academic and career development

-Collaborate with the City of Burbank to meet 2030 GHG goals

Why SEAC now? (On the Environmental Side)



-Burbank school sites are urban heat islands with black asphalt, only getting hotter-limiting play outdoors

-Outdoor learning spaces and greenspaces increase biodiversity, resiliency, robustness, greater connection to nature, and a setting for scientific study

-A student's school ecosystem is a model to better their planet and health

-Creating a healthy space and practice where students feel empowered and safe to grow, learn, and play

-School sites are important grounds for nurturing energy and water resourcefulness

-Electrifying transportation fleets decreases greenhouse gases and improves breathing air quality

Why SEAC now? (On the Student Side)



-After 3 years in a pandemic, students need greater protections to their overall holistic health- physical, mental, emotional

-A student's need to connect with nature is imperative to their mental health

-Outdoor learning spaces and greenspaces improve learning, retention, and performance

-Students have increasing anxiety over the climate emergency and need to take action

-A student's school ecosystem is a model to better their planet and health

-Students expect more from their schools, teachers on environmental leadership and awareness

-Outdoor Learning Spaces increase academic performance by 15% on average

History of Environmentalism in BUSD

GREENSPACES_Bret Harte ES







GreenSpaces _Stevenson ES













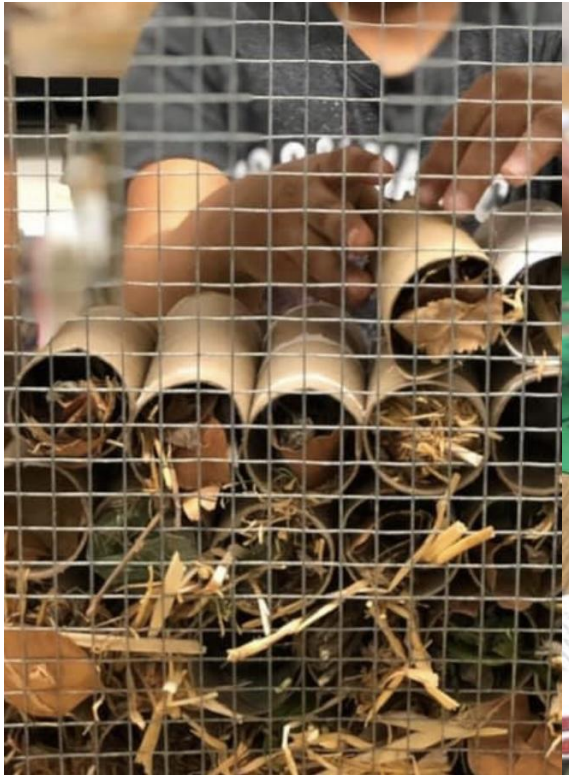


GREENSPACES_Roosevelt ES

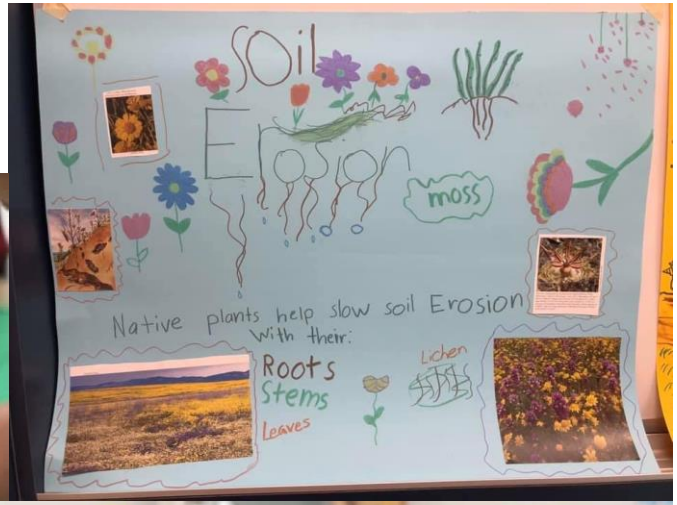




STEAM Education_Bret Harte ES









ECO CLUB_Miller ES



A 7 minute short film featuring “GoGo Green Girl Vs Microplastic Medusa”

FOOD WASTE SORT_Roosevelt + Bret Harte ES







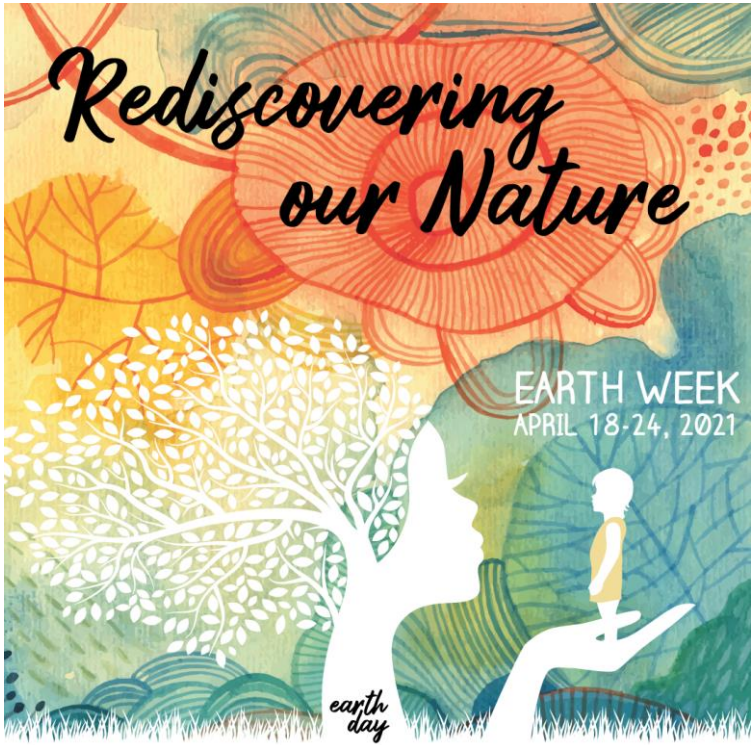




EARTH DAY EVENT_ JBHS + Burbank Eco Council







Food Audit_ Roosevelt ES + Burbank Eco Council







CHART 1.4 – WEEKLY TOTAL BY WASTE CATEGORY

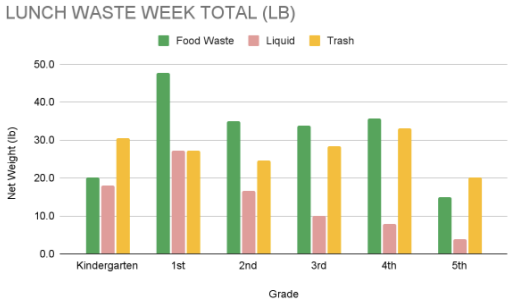


CHART 1.2 : TOTAL LUNCH WASTE FOR THE WEEK / GRADE

Source: 2021 Food Waste Audit Report from Roosevelt ES
https://drive.google.com/drive/u/1/folders/1tsJ_dGWrWfm-LaWgyKtFHeGKXwBraANz

The Vision

The Vision


BURBANK UNIFIED SCHOOL DISTRICT
Equity and Excellence
BURBANK
UNIFIED SCHOOL DISTRICT

Can Burbank USD be a Green School District?

- Lead as a unified school community to address the climate crisis together
- Improve the student's holistic health
- Build a resilient landscape
- Educate and improve environmental literacy
- Expand Green and Outdoor Learning Spaces
- Decarbonize
- Reduce Urban Heat Output
- Improve BUSD's environmental health
- Systems design a circular economy
- Engage in STEM education



Source: Kiss the Ground

BUSD as a Green Ribbon School District





Pillar One: reducing environmental impacts, such as waste, water, energy, greenhouse gases, and transportation, encompassing the areas of school facilities, grounds, and operations;

Pillar Two: improving health and wellness by promoting a healthy physical environment (including aspects such as air quality, contaminant control, moisture control, daylighting, pest management, and acoustical and thermal comfort) and student and staff wellness practices (such as healthy school food and outdoor physical activity); and

Pillar Three: offering effective environmental and sustainability education, including civic learning, green careers, and STEM connections.

Reference:
https://www.cde.ca.gov/ls/fa/sf/greenribbonprog.asp
https://www2.ed.gov/programs/green-ribbon-schools/index.html

Areas of Growth and Opportunity

Improve + Expand:

-Air Quality

-Water Capture + Quality

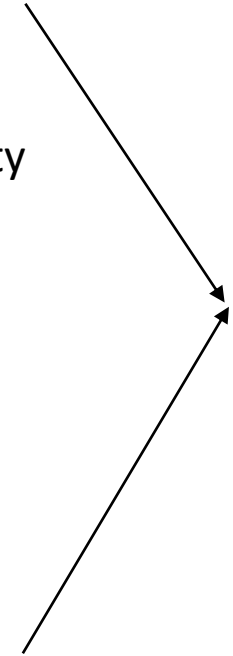
-Renewable Energy

-Waste Reduction

-STEM Education

-Green Infrastructure

-Diverse Green Spaces



Benefits to the Student and District:

-Improves the student's physical, mental, and socio-emotional health

-Creates a more conducive learning environment leading to better performance rates

-Creates stewards and leaders for their planet

-Being a leader in the greater community to decarbonize GHG

-Be resource positive

-Create a resilient ecosystem

-Creates a value system based on a responsible circular economy

SEAC STRUCTURE

Structure

Monthly Meetings

-Third Mondays, 7–8:30pm on Zoom

Members

-Board Members, Staff, Teachers, Students, Parents, TreePeople, Burbank Recycling Center

What has been done?

Actions in Place

-Superintendent's Sustainability Committee has been changed to **Superintendent's Environmental Action Committee**

NOTE: The acronym "SEAC" also stands for "School Employers Association of California". It probably won't conflict because they are contextually different.

-Subcommittees formed:

- -SB 1383 Compliance Organics Sorting
- -District Energy Assessment
- -Education and Outreach
- -Gardens
- -Strategy + Planning

-2 meetings so far in 2022

What are we working towards?

Future -Next Steps

-Assess current use and state of resources—energy, water, food, etc.

-Collaborate with Burbank city departments and identify partners for grants and potential funding/cost-saving initiatives

-Create working policy for school sites to have more autonomy with getting green projects started

-Comply with existing state and federal laws on recycling and organics sorting

-Create an online web and social media presence for outreach and communications channel

-Create a working charter

-Create a unified vision and a strategic plan

-Increase environmental literacy within the school system



Artist: Rush Hamden, BUSD SEAC Vice-Chair, Substitute Teacher


SKOLSTREJK
FÖR
KLIMATET

THANK YOU.

The Mission

We want Burbank Unified School District to be a leader in exhibiting and practicing the values of environmental stewardship and responsibility where student and school community are proud to be living these values thereby creating a viable future and the next generation of leaders.





Source: https://www.k12climateaction.org/



Source: https://www.k12climateaction.org/

SCHOOLS ARE AMONG THE **largest public consumers** OF ENERGY



Source: https://www.k12climateaction.org/



Source: https://www.k12climateaction.org/



Source: https://www.k12climateaction.org/

Burbank Unified School District

Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Terri Adams-Ramirez, Administrative Secretary II
DATE:	July 21, 2022
SUBJECT:	Report on Independent Study for the 2022-2023 School Year

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Background:

For the past two years, staff and teachers reacted quickly to multiple changes in the school environment due to COVID-19. District teachers, administrators, and staff worked hard and did an outstanding job of providing a quality education for students. However, the extent of the changes required and the impact on staff, students, and their families were significant. The goal for the fall was to design, implement, and communicate a program that was better for students and teachers.

District Wide Goals for 2022-2023

1. Students will be career/college ready via high-quality instruction

1.4 Expand distance learning opportunities (Independent Learning Academy for grades 7-12 and independent studies for grades TK – 6) to meet the needs of students who do not return to in-person learning.

Discussion and Issues:

For the 2022-2023 school year the district is addressing and providing for independent study in a more planned and systemic manner. To that end, the District has created a new elementary program at the Independent Learning Academy with its own teachers who will be 100% responsible for the students on Independent Study. This will enable students in independent study to get assistance throughout the day and reduce the confusion for parents about who to contact regarding their child's progress in the independent study program.

In order to assist the Independent Learning Academy as a whole, the District has also provided the Independent Learning Academy (ILA) with more support. This includes an administrator, a counselor, and an office manager. This will allow parents, students, and staff to all have direct contacts that can guide them through the process of having a student in independent study and also be there to assist them with any difficulties that they may encounter.

In addition, the district has created a traditional model of independent study for the secondary program, which until this point has only been course-based. In the course-based model, students work on one to two classes and complete them in twenty-two days. They must complete them before they can move on to the next course. This model is best for students who do better if they can focus on one subject at a time or students who want to accelerate. In the traditional model, students take all six of their classes but have the

entire semester to complete them, just like the in-person model. This is best for students who start the ILA well into the semester, and for students who may want to transfer back to their school of residence. Both models allow for dual enrollment with secondary schools. Students in the course-based model may take up to two classes in person at their school of residence **in addition** to the class taken at the ILA. Traditional model students may take 2 classes **instead of** their ILA courses for a total of six classes.

Enrollment information will be available on the District website and families that have already indicated that they are planning to enroll in independent study for the fall will be contacted. A family orientation is planned for the week of August 1st.

Fiscal Impact:

The fiscal impact is the cost of the new elementary teachers, administrators, office managers, and a counselor.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will report to the board on the Independent Study program for the 2022-2023 school year, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

INDEPENDENT STUDY PROGRAM

2022-2023

GENERAL INFORMATION

- All independent study will be provided through the Independent Learning Academy (ILA).
- New for the 2022-2023 school year at the ILA is an elementary program and a new traditional model added to secondary.
- The Independent Study program will follow the Regular School Calendar and require the same number of instructional minutes.

NEW STAFFING FOR THE INDEPENDENT LEARNING ACADEMY

- **Administrator:**
- Laura Anderson lauraanderson@burbankusd.org
- **Office Manager:**
- Debra Gilmore debraleavitt-Gilmore@burbankusd.org
- **Counselor:**
- Jeanette Cobian jeanettecobian@burbankusd.org

ELEMENTARY PROGRAM

- The elementary program will feature daily live (online) instruction in both English Language Arts and mathematics.
- The remainder of the coursework will be provided asynchronously.
- The instructional minutes will be the same as the regular school.
- The regular core elementary program will be offered, but Dual Immersion will not be available.

ELEMENTARY PROGRAM-CONTINUED

- Students will be using the District approved instructional materials as well as some new supplemental online content.
- Students will have the ability to return to in-person learning within 5 days.
- All efforts will be made to return the students to their school of residency, but they may have to attend another elementary school if there are no spaces available.
- District Chromebooks will be provided to students.

STUDENT EXPECTATIONS

- Students are expected to attend live (online) sessions every day.
- Students will also work on other asynchronous assignments every day to complete a full day of instruction comparable to in-person learning.
- Students must complete work assignments and attend sessions in order to receive grades and remain in the program.

STUDENT ENGAGEMENT - CONTINUED

- Students will be provided multiple opportunities to reengage. However, if they fail to do so, a return to in-person learning will be recommended.

SAMPLE SCHEDULE- ELEMENTARY

Time 8:30 – 2:25	Sample Schedule for Grade 2
8:30 – 8:45	Whole Group Instruction – Special education support will be provided throughout the day based on individual needs.
8:45 – 9:30	Live (Online) Instruction – English Language Arts
9:30 – 10:15	Asynchronous work – Independent
10:30 – 11:15	Live (Online) Instruction – mathematics
11:15 – 12:00	Asynchronous Work – Independent
12:00 – 12:40	Lunch
12:45 – 1:45	ELD / help session/ Live Instruction in other subjects/art/music
1:45 – 2:05	Physical Education
2:05 – 2:25	Asynchronous Science/Social Studies/SEL/Enrichment/art music

SECONDARY PROGRAM CHANGES
GRADES 6-12

- The ILA will offer both Course-Based and a Traditional model of independent study
- **Course-Based**- students will complete 1 or 2 courses every 22 days. Best for students who are looking to focus on one class at a time or want to accelerate.
- **NEW!** **Traditional** – Students will maintain 6 classes, but have the entire semester to complete the courses. Best for students who are enrolling in the ILA mid-semester or who would like the option to return to in-person learning. Students will be expected to attend (online) classes, engage with content, and complete work daily.

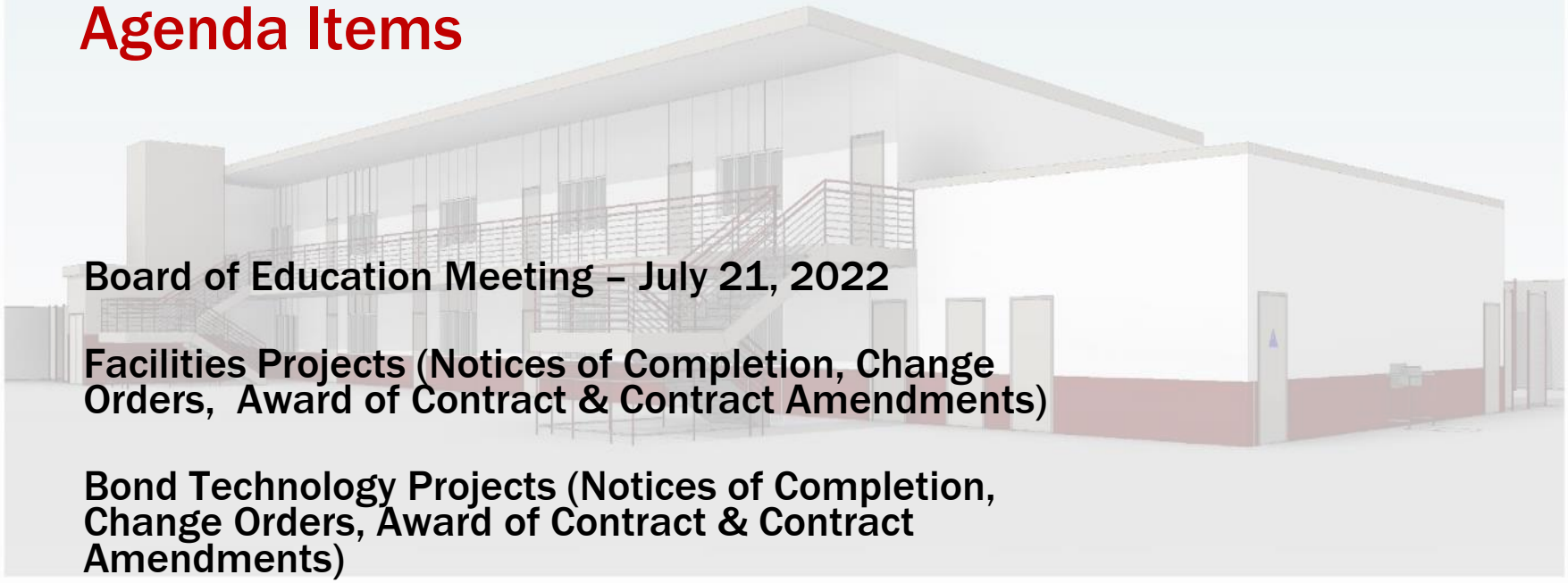
SECONDARY CONTINUED-
Dual Enrollment with the high school

- Course-Based students may take up to two classes in person at their school of residence **in addition** to the class taken at the ILA.
- Traditional model students may take 2 classes **instead** of two of their ILA courses for a total of 6 classes.
- A student may not take 4 classes at the high school and 2 classes at the ILA. This is because the number of students assigned to an ILA teacher is restricted because they are also the case managers. They can only manage full-time students.

NEXT STEPS

- Enrollment Information will available on the website
- The school will contact families that have already indicated they are planning to enroll their students in Independent Study for 2022-2023.
- A handbook for parents will also be made available on the website.
- Family orientation for parents and students the week of August 1st.

Facilities/Technology
Board of Education
Agenda Items



Board of Education Meeting – July 21, 2022

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

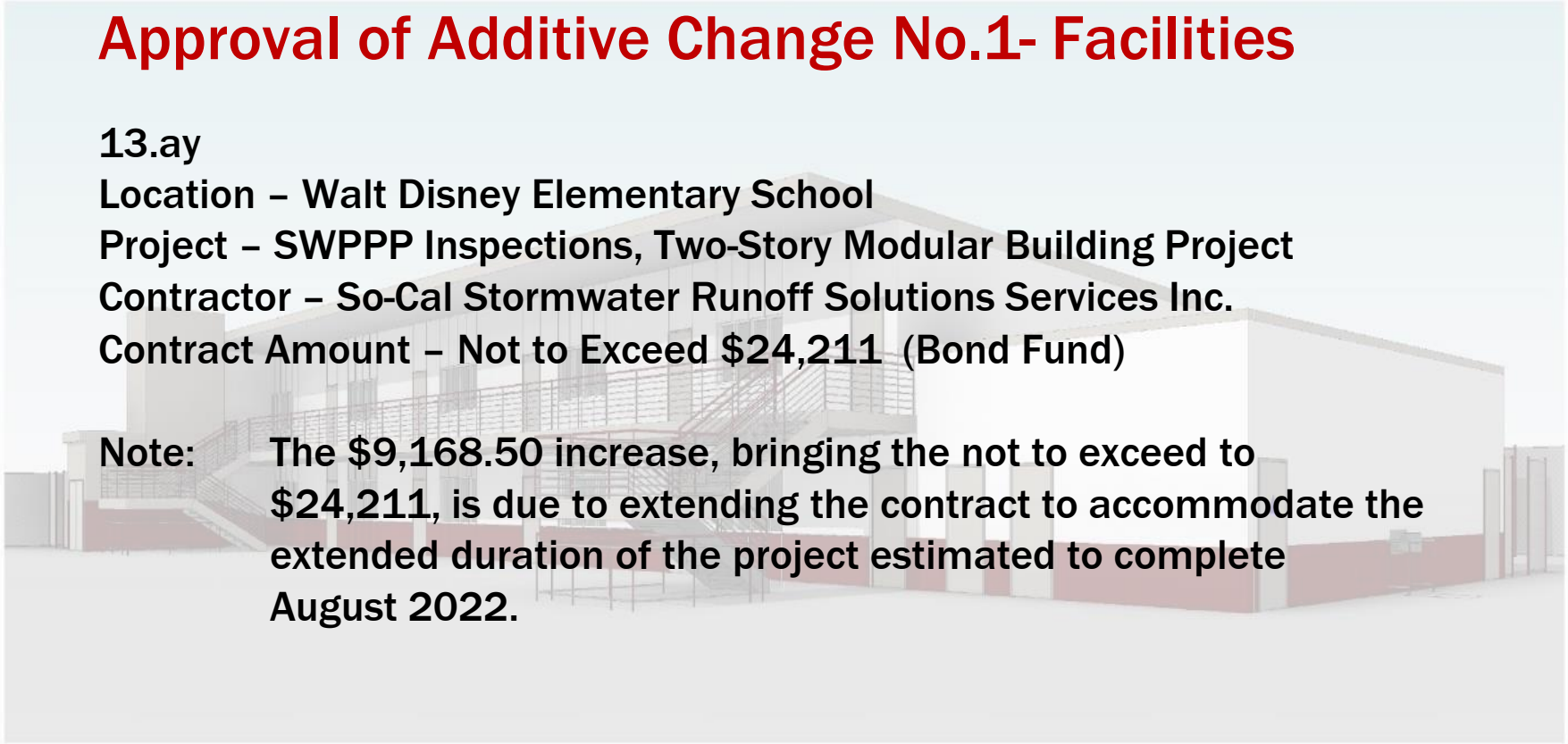
Bond Technology Projects (Notices of Completion, Change Orders, Award of Contract & Contract Amendments)

NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Approval of Additive Change No.1- Facilities

13.ay
Location – Walt Disney Elementary School
Project – SWPPP Inspections, Two-Story Modular Building Project
Contractor – So-Cal Stormwater Runoff Solutions Services Inc.
Contract Amount – Not to Exceed $24,211 (Bond Fund)

Note: The $9,168.50 increase, bringing the not to exceed to $24,211, is due to extending the contract to accommodate the extended duration of the project estimated to complete August 2022.



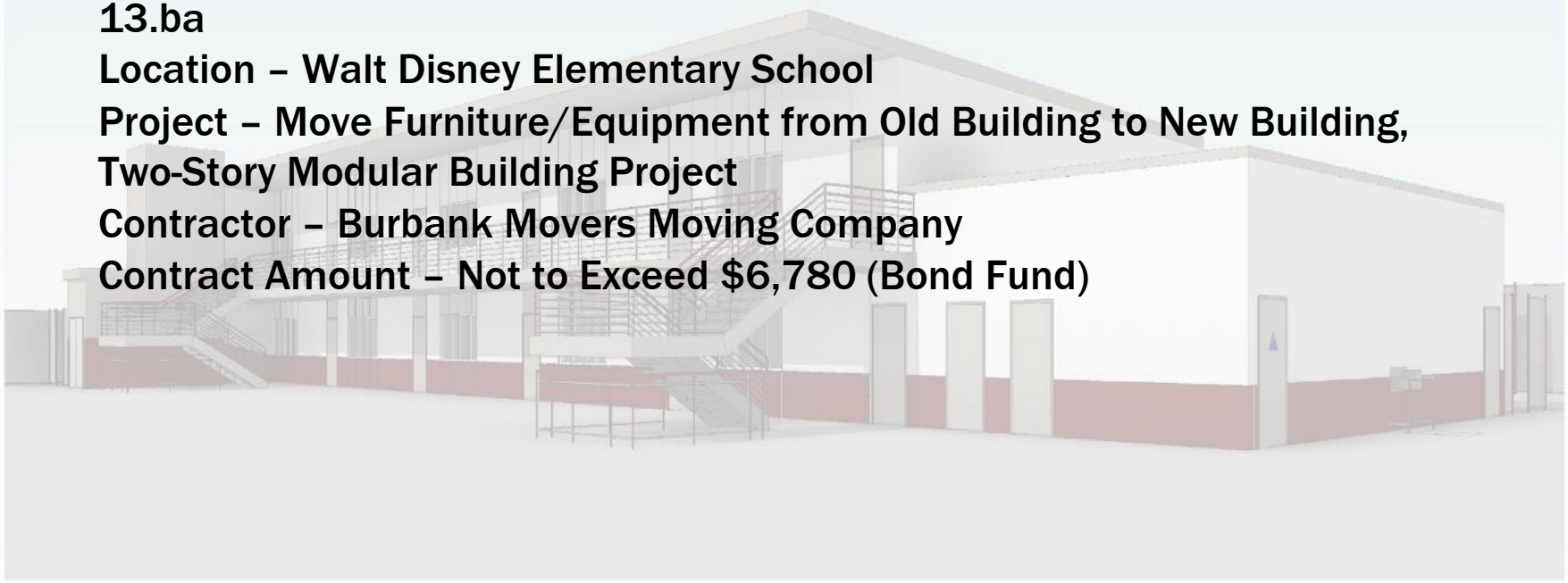
Ratification of Award of Contract- Facilities

13.az
Location – Walt Disney Elementary School
Project – Furnish and Install Tile Flooring in Elevator, Two-Story Modular Building Project
Contractor – Reliable Floor Covering Inc.
Contract Amount – Not to Exceed $1,459 (Bond Fund)



Ratification of Professional Services- Facilities

13.ba
Location – Walt Disney Elementary School
Project – Move Furniture/Equipment from Old Building to New Building, Two-Story Modular Building Project
Contractor – Burbank Movers Moving Company
Contract Amount – Not to Exceed $6,780 (Bond Fund)



NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Ratification of Agreement for Professional Services - Facilities

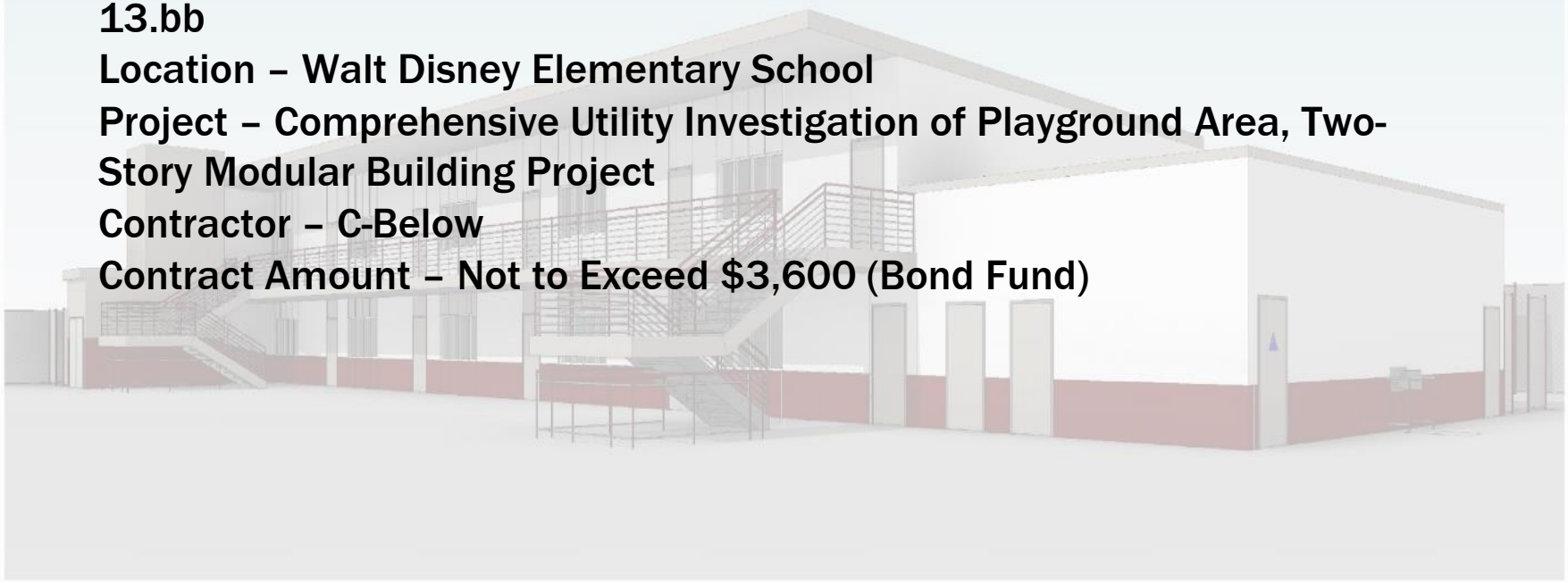
13.bb

Location – Walt Disney Elementary School

Project – Comprehensive Utility Investigation of Playground Area, Two-Story Modular Building Project

Contractor – C-Below

Contract Amount – Not to Exceed $3,600 (Bond Fund)



NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Ratification of Approval of Bid No. 5576939-Facilities

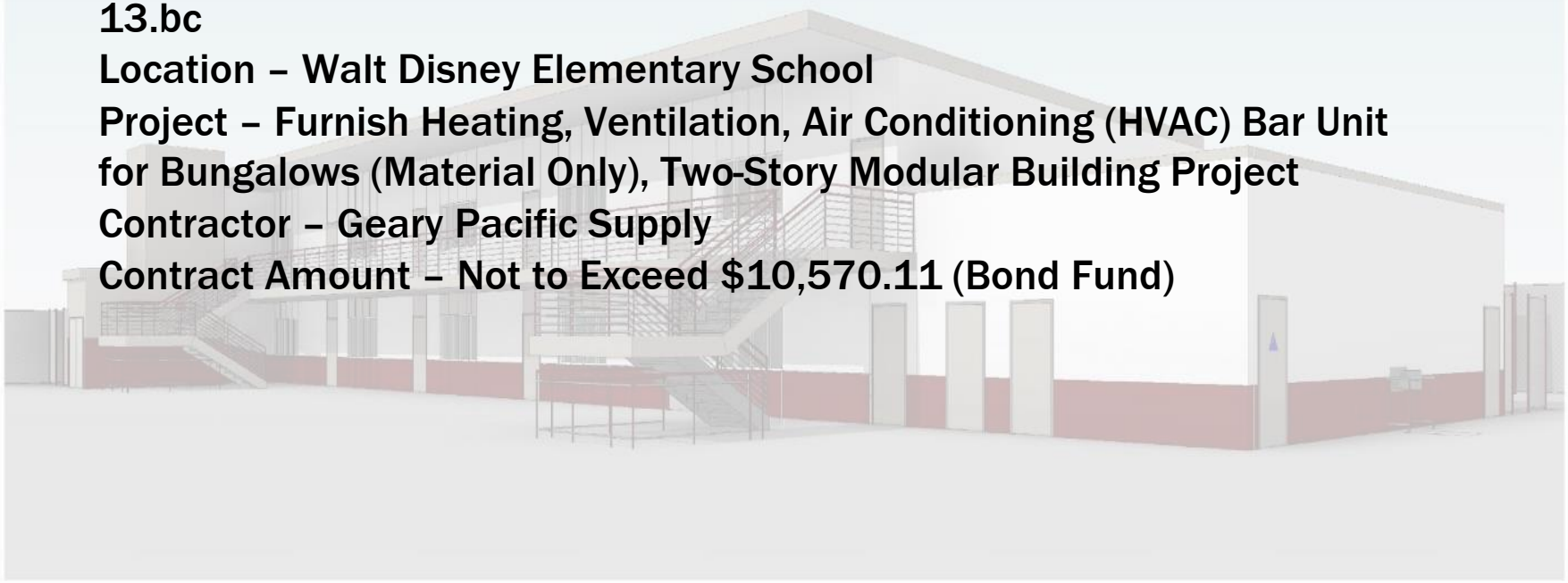
13.bc

Location – Walt Disney Elementary School

Project – Furnish Heating, Ventilation, Air Conditioning (HVAC) Bar Unit for Bungalows (Material Only), Two-Story Modular Building Project

Contractor – Geary Pacific Supply

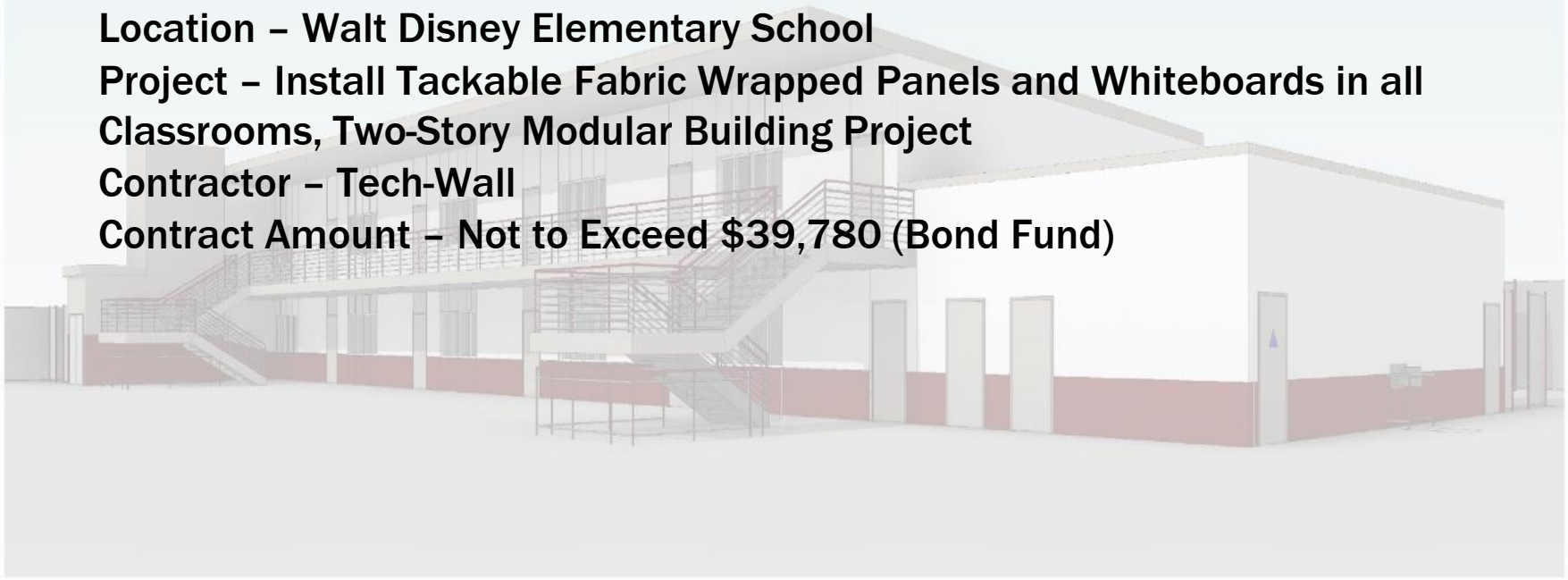
Contract Amount – Not to Exceed $10,570.11 (Bond Fund)



NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Award of Contract- Facilities

13.bg
Location – Walt Disney Elementary School
Project – Install Tackable Fabric Wrapped Panels and Whiteboards in all Classrooms, Two-Story Modular Building Project
Contractor – Tech-Wall
Contract Amount – Not to Exceed $39,780 (Bond Fund)



NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	July 21, 2022
SUBJECT:	Public Disclosure in Accordance with AB 1200, (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA)

Background:
The California School Employees Association and the District have tentatively agreed to a Memorandum of Understanding to update the ranges and salary placement of bargaining unit positions as indicated on the Allocation Table.

Effective retroactive to January 1, 2022, the salary ranges of those positions indicated on the Allocation Table will be modified to reflect the range indicated to reduce compaction caused by the minimum wage increase in January of 2022.

Discussion/Issues:
In accordance with the AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated items do not negatively impact the District's financial condition.

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

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

Los Angeles County Office of Education
Business Advisory Services

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

Name of School District:	Burbank Unified School District
Name of Bargaining Unit:	California School Employee Association Chapter 674
Certificated, Classified, Other:	Classified

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

The Governing Board will act upon this agreement on: July 21, 2022 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation **All Funds - Combined**		**Fiscal Impact of Proposed Agreement** (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) **2022-23**	Year 2 Increase/(Decrease) **2023-24**	Year 3 Increase/(Decrease) **2024-25**
1.	**Salary Schedule** Including Step and Column	$ 37,119,667	$ 490,017		$ -
			1.32%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
	Description of Other Compensation				
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 13,259,145	$ 175,032		$ -
			1.32%	0.00%	0.00%
4.	**Health/Welfare Plans**				
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 50,378,812	$ 665,049	$ -	$ -
			1.32%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	169.69			
7.	**Total Compensation <u>Average</u> Cost per Bargaining Unit Employee**	$ 296,887	$ 3,919	$ -	$ -
			1.32%	0.00%	0.00%

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

This negotiations was to move certain classifications from one range to another due to the compaction created from the minimum wage increase on 1/1/22.

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

No

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

N/A

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

$12,120

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

N/A

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

N/A

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

N/A

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

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund - Unrestricted and Restricted, Fund 11, Fund 12, Fund 13

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

General Fund - Unrestricted and Restricted, Fund 11, Fund 12, Fund 13

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

Not a multiyear agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 153,674,072		$ -	$ 153,674,072
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 3,215,182		$ -	$ 3,215,182
Other Local Revenue	8600-8799	$ 255,400		$ -	$ 255,400
TOTAL REVENUES		$ 157,144,654		$ -	$ 157,144,654
EXPENDITURES					
Certificated Salaries	1000-1999	$ 67,076,828			$ 67,076,828
Classified Salaries	2000-2999	$ 20,634,854	$ 99,548		$ 20,734,402
Employee Benefits	3000-3999	$ 32,505,617	$ 35,558		$ 32,541,175
Books and Supplies	4000-4999	$ 1,724,551		$ -	$ 1,724,551
Services and Other Operating Expenditures	5000-5999	$ 10,913,148		$ -	$ 10,913,148
Capital Outlay	6000-6999	$ 1,334		$ -	$ 1,334
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086		$ -	$ 1,609,086
Transfers of Indirect Costs	7300-7399	$ (1,408,486)		$ -	$ (1,408,486)
TOTAL EXPENDITURES		$ 133,056,932	$ 135,106	$ -	$ 133,192,038
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699		$ -	$ -	$ -
Contributions	8980-8999	$ (28,619,321)	$ (520,860)	$ -	$ (29,140,181)
OPERATING SURPLUS (DEFICIT)*		$ (4,531,599)	$ (655,966)	$ -	$ (5,187,565)
BEGINNING FUND BALANCE	9791	$ 30,061,818			$ 30,061,818
Audit Adjustments/Other Restatements	9793/9795				$ -
ENDING FUND BALANCE		$ 25,530,219	$ (655,966)	$ -	$ 24,874,253
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740				
Committed	9750-9760	$ 7,900,000	$ -	$ -	$ 7,900,000
Assigned	9780	$ 5,814,168	$ -	$ -	$ 5,814,168
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ -	$ -	$ 11,060,025
Unassigned/Unappropriated Amount	9790	$ 655,966	$ (655,966)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 5,763,978		$ -	$ 5,763,978
Other State Revenue	8300-8599	$ 18,820,955		$ -	$ 18,820,955
Other Local Revenue	8600-8799	$ 1,547,381		$ -	$ 1,547,381
TOTAL REVENUES		$ 26,132,314		$ -	$ 26,132,314
EXPENDITURES					
Certificated Salaries	1000-1999	$ 18,182,513	$ -	$ -	$ 18,182,513
Classified Salaries	2000-2999	$ 12,623,532	$ 290,651	$ -	$ 12,914,183
Employee Benefits	3000-3999	$ 12,383,399	$ 103,820	$ -	$ 12,487,219
Books and Supplies	4000-4999	$ 3,394,452		$ -	$ 3,394,452
Services and Other Operating Expenditures	5000-5999	$ 13,424,042		$ -	$ 13,424,042
Capital Outlay	6000-6999	$ 427,121		$ -	$ 427,121
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 917,931		$ -	$ 917,931
Transfers of Indirect Costs	7300-7399	$ 856,625		$ -	$ 856,625
TOTAL EXPENDITURES		$ 62,209,615	$ 394,471	$ -	$ 62,604,086
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ 28,619,321	$ 394,471	$ -	$ 29,013,792
OPERATING SURPLUS (DEFICIT)*		$ (7,457,980)	$ -	$ -	$ (7,457,980)
BEGINNING FUND BALANCE	9791	$ 10,699,085			$ 10,699,085
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,241,105	$ -	$ -	$ 3,241,105
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 3,241,105	$ -	$ -	$ 3,241,105
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 153,674,072		$ -	$ 153,674,072
Federal Revenue	8100-8299	$ 5,763,978		$ -	$ 5,763,978
Other State Revenue	8300-8599	$ 22,036,137		$ -	$ 22,036,137
Other Local Revenue	8600-8799	$ 1,802,781		$ -	$ 1,802,781
TOTAL REVENUES		$ 183,276,968		$ -	$ 183,276,968
EXPENDITURES					
Certificated Salaries	1000-1999	$ 85,259,341	$ -	$ -	$ 85,259,341
Classified Salaries	2000-2999	$ 33,258,386	$ 390,199	$ -	$ 33,648,585
Employee Benefits	3000-3999	$ 44,889,016	$ 139,378	$ -	$ 45,028,394
Books and Supplies	4000-4999	$ 5,119,003		$ -	$ 5,119,003
Services and Other Operating Expenditures	5000-5999	$ 24,337,190		$ -	$ 24,337,190
Capital Outlay	6000-6999	$ 428,455		$ -	$ 428,455
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 2,527,017		$ -	$ 2,527,017
Transfers of Indirect Costs	7300-7399	$ (551,861)		$ -	$ (551,861)
TOTAL EXPENDITURES		$ 195,266,547	$ 529,577	$ -	$ 195,796,124
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ -	$ (126,389)	$ -	$ (126,389)
OPERATING SURPLUS (DEFICIT)*		$ (11,989,579)	$ (655,966)	$ -	$ (12,645,545)
BEGINNING FUND BALANCE	9791	$ 40,760,903			$ 40,760,903
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 28,771,324	$ (655,966)	$ -	$ 28,115,358
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740	$ 3,241,105	$ -	$ -	$ 3,241,105
Committed	9750-9760	$ 7,900,000	$ -	$ -	$ 7,900,000
Assigned	9780	$ 5,814,168	$ -	$ -	$ 5,814,168
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ -	$ -	$ 11,060,025
Unassigned/Unappropriated Amount	9790	$ 655,966	$ (655,966)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 268,139		$ -	$ 268,139
Other State Revenue	8300-8599	$ 4,098,212		$ -	$ 4,098,212
Other Local Revenue	8600-8799	$ 132,778		$ -	$ 132,778
TOTAL REVENUES		$ 4,499,129		$ -	$ 4,499,129
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,821,509	$ -	$ -	$ 1,821,509
Classified Salaries	2000-2999	$ 635,013	$ 4,238	$ -	$ 639,251
Employee Benefits	3000-3999	$ 826,606	$ 1,514	$ -	$ 828,120
Books and Supplies	4000-4999	$ 263,415		$ -	$ 263,415
Services and Other Operating Expenditures	5000-5999	$ 184,867		$ -	$ 184,867
Capital Outlay	6000-6999	$ 95,400		$ -	$ 95,400
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 173,995		$ -	$ 173,995
TOTAL EXPENDITURES		$ 4,000,805	$ 5,752	$ -	$ 4,006,557
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 498,324	$ (5,752)	$ -	$ 492,572
BEGINNING FUND BALANCE	9791	$ 4,430,861			$ 4,430,861
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 4,929,185	$ (5,752)	$ -	$ 4,923,433
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 2,704,861	$ -	$ -	$ 2,704,861
Committed	9750-9760	$ 2,218,572	$ -	$ -	$ 2,218,572
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 5,752	$ (5,752)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 218,387		$ -	$ 218,387
Other State Revenue	8300-8599	$ 710,867		$ -	$ 710,867
Other Local Revenue	8600-8799	$ 2,873,307		$ -	$ 2,873,307
TOTAL REVENUES		$ 3,802,561		$ -	$ 3,802,561
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,326,009	$ -	$ -	$ 1,326,009
Classified Salaries	2000-2999	$ 1,154,068	$ 49,046	$ -	$ 1,203,114
Employee Benefits	3000-3999	$ 1,086,197	$ 17,520	$ -	$ 1,103,717
Books and Supplies	4000-4999	$ 165,852		$ -	$ 165,852
Services and Other Operating Expenditures	5000-5999	$ (109,216)		$ -	$ (109,216)
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 186,716		$ -	$ 186,716
TOTAL EXPENDITURES		$ 3,809,626	$ 66,566	$ -	$ 3,876,192
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ 66,566	$ -	$ 66,566
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (7,065)	$ -	$ -	$ (7,065)
BEGINNING FUND BALANCE	9791	$ 756,589			$ 756,589
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 749,524	$ -	$ -	$ 749,524
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 749,524	$ -	$ -	$ 749,524
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 3,710,000		$ -	$ 3,710,000
Other State Revenue	8300-8599	$ 124,000		$ -	$ 124,000
Other Local Revenue	8600-8799	$ 763,200		$ -	$ 763,200
TOTAL REVENUES		$ 4,597,200		$ -	$ 4,597,200
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 2,072,200	$ 46,532	$ -	$ 2,118,732
Employee Benefits	3000-3999	$ 943,852	$ 16,622	$ -	$ 960,474
Books and Supplies	4000-4999	$ 1,845,726		$ -	$ 1,845,726
Services and Other Operating Expenditures	5000-5999	$ 156,457		$ -	$ 156,457
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 191,150		$ -	$ 191,150
TOTAL EXPENDITURES		$ 5,209,385	$ 63,154	$ -	$ 5,272,539
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ 59,823	$ -	$ 59,823
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (612,185)	$ (3,331)	$ -	$ (615,516)
BEGINNING FUND BALANCE	9791	$ 615,516			$ 615,516
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,331	$ (3,331)	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 3,331	$ (3,331)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:
Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

Public Disclosure of Proposed Collective Bargaining Agreement

Burbank Unified School District
California School Employee Association Chapter 674

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

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

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

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

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

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

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

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

Additional Comments:

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	2022-23 Total Revised Budget After Settlement	2023-24 First Subsequent Year After Settlement	2024-25 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 153,674,072	$ 157,245,490	$ 158,436,686
Federal Revenue	8100-8299	$ -	$ -	$ -
Other State Revenue	8300-8599	$ 3,215,182	$ 3,160,488	$ 3,138,490
Other Local Revenue	8600-8799	$ 255,400	$ 255,400	$ 255,400
TOTAL REVENUES		$ 157,144,654	$ 160,661,378	$ 161,830,576
EXPENDITURES				
Certificated Salaries	1000-1999	$ 67,076,828	$ 67,074,638	$ 67,820,681
Classified Salaries	2000-2999	$ 20,734,402	$ 19,825,399	$ 20,664,910
Employee Benefits	3000-3999	$ 32,541,175	$ 32,905,830	$ 34,460,922
Books and Supplies	4000-4999	$ 1,724,551	$ 1,778,702	$ 1,813,742
Services and Other Operating Expenditures	5000-5999	$ 10,913,148	$ 11,570,546	$ 12,113,143
Capital Outlay	6000-6999	$ 1,334	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086	$ 1,680,086	$ 1,751,086
Transfers of Indirect Costs	7300-7399	$ (1,408,486)	$ (1,408,486)	$ (1,408,486)
Other Adjustments				$ -
TOTAL EXPENDITURES		$ 133,192,038	$ 133,426,715	$ 137,215,999
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ (29,140,181)	$ (29,368,221)	$ (31,211,317)
OPERATING SURPLUS (DEFICIT)*		$ (5,187,565)	$ (2,133,558)	$ (6,596,740)
BEGINNING FUND BALANCE	9791	$ 30,061,818	$ 24,874,253	$ 22,740,695
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 24,874,253	$ 22,740,695	$ 16,143,955
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740			
Committed	9750-9760	$ 7,900,000	$ 7,900,000	$ 5,900,000
Assigned	9780	$ 5,814,168	$ 4,289,781	$ 936,637
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ 10,450,854	$ 9,207,258
Unassigned/Unappropriated Amount	9790	$ -	$ 0	$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	2022-23 Total Revised Budget After Settlement	2023-24 First Subsequent Year After Settlement	2024-25 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 5,763,978	$ 5,763,978	$ 5,763,978
Other State Revenue	8300-8599	$ 18,820,955	$ 16,548,222	$ 16,995,024
Other Local Revenue	8600-8799	$ 1,547,381	$ 1,547,381	$ 1,547,381
TOTAL REVENUES		$ 26,132,314	$ 23,859,581	$ 24,306,383
EXPENDITURES				
Certificated Salaries	1000-1999	$ 18,182,513	$ 13,839,014	$ 13,982,293
Classified Salaries	2000-2999	$ 12,914,183	$ 12,156,986	$ 13,127,878
Employee Benefits	3000-3999	$ 12,487,219	$ 10,972,136	$ 11,371,258
Books and Supplies	4000-4999	$ 3,394,452	$ 3,929,464	$ 3,131,215
Services and Other Operating Expenditures	5000-5999	$ 13,424,042	$ 12,822,261	$ 12,939,942
Capital Outlay	6000-6999	$ 427,121	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 917,931	$ 917,931	$ 917,931
Transfers of Indirect Costs	7300-7399	$ 856,625	$ 559,817	$ 559,817
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 62,604,086	$ 55,197,608	$ 56,030,334
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 29,013,792	$ 29,368,221	$ 31,211,317
OPERATING SURPLUS (DEFICIT)*		$ (7,457,980)	$ (1,969,806)	$ (512,634)
BEGINNING FUND BALANCE	9791	$ 10,699,085	$ 3,241,105	$ 1,271,299
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 3,241,105	$ 1,271,299	$ 758,665
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 3,241,105	$ 1,271,299	$ 758,665
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ (0)	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	2022-23 Total Revised Budget After Settlement	2023-24 First Subsequent Year After Settlement	2024-25 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 153,674,072	$ 157,245,490	$ 158,436,686
Federal Revenue	8100-8299	$ 5,763,978	$ 5,763,978	$ 5,763,978
Other State Revenue	8300-8599	$ 22,036,137	$ 19,708,710	$ 20,133,514
Other Local Revenue	8600-8799	$ 1,802,781	$ 1,802,781	$ 1,802,781
TOTAL REVENUES		$ 183,276,968	$ 184,520,959	$ 186,136,959
EXPENDITURES				
Certificated Salaries	1000-1999	$ 85,259,341	$ 80,913,652	$ 81,802,974
Classified Salaries	2000-2999	$ 33,648,585	$ 31,982,385	$ 33,792,789
Employee Benefits	3000-3999	$ 45,028,394	$ 43,877,965	$ 45,832,180
Books and Supplies	4000-4999	$ 5,119,003	$ 5,708,166	$ 4,944,957
Services and Other Operating Expenditures	5000-5999	$ 24,337,190	$ 24,392,807	$ 25,053,086
Capital Outlay	6000-6999	$ 428,455	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 2,527,017	$ 2,598,017	$ 2,669,017
Transfers of Indirect Costs	7300-7399	$ (551,861)	$ (848,669)	$ (848,669)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 195,796,124	$ 188,624,323	$ 193,246,333
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ (126,389)	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (12,645,545)	$ (4,103,364)	$ (7,109,374)
BEGINNING FUND BALANCE	9791	$ 40,760,903	$ 28,115,358	$ 24,011,994
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 28,115,358	$ 24,011,994	$ 16,902,620
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740	$ 3,241,105	$ 1,271,299	$ 758,665
Committed	9750-9760	$ 7,900,000	$ 7,900,000	$ 5,900,000
Assigned	9780	$ 5,814,168	$ 4,289,781	$ 936,637
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ 10,450,854	$ 9,207,258
Unassigned/Unappropriated Amount	9790	$ -	$ (0)	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Burbank Unified School District
California School Employee Association Chapter 674

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 195,796,124	$ 188,624,323	$ 193,246,333
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 195,796,124	$ 188,624,323	$ 193,246,333
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 5,873,884	$ 5,658,730	$ 5,797,390

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 11,060,025	$ 10,450,854	$ 9,207,258
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ 0	$ 0
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 11,060,025	$ 10,450,854	$ 9,207,258
f.	Reserve for Economic Uncertainties Percentage	5.65%	5.54%	4.76%

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

2022-23	Yes	X	No	
2023-24	Yes	X	No	
2024-25	Yes	X	No	

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	665,049
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(655,966)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	(5,752)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	(3,331)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(665,049)

Variance $ -

Variance Explanation:

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

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$(11,989,579)	(6.1%)	
Current FY Surplus/(Deficit) after settlement(s)?	$(12,645,545)	(6.5%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (4,103,364)	(2.2%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (7,109,374)	(3.7%)	

Deficit Reduction Plan (as necessary):

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

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

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

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Burbank Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from January 1, 2022 to June 30, 2022

Board Actions

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

Current Year

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 665,049
Ending Balance(s) Increase/(Decrease)	$ (665,049)

Subsequent Years

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

Budget Revisions

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

Assumptions

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

Certifications

____ I hereby certify ____ I am unable to certify

District Superintendent (Signature) — **Date**

____ I hereby certify ____ I am unable to certify

Chief Business Official (Signature) — **Date**

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

Burbank Unified School District
California School Employee Association Chapter 674

Assumptions and Explanations (enter or attach documentation)

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

This is based on the recently adopted 2022-23 budget. Please see attached assumptions

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

K. CERTIFICATION NO. 2

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

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

Burbank Unified School District
District Name

District Superintendent (Signature) | **Date**

Alyssa Low
Contact Person

818-729-4450
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on July 21, 2022, took action to approve the proposed agreement with the California School Employee Association Chapter 674

President (or Clerk), Governing Board (Signature) | **Date**

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

SALARY RANGE ALLOCATIONS FOR CLASSIFIED BARGAINING UNIT MEMBERS

CLASSIFICATION	RANGE	BASIS
Accounting Series		
Project and Accounting Analyst	66	A
Financial Analyst	60	A
Benefits Analyst	56	A
Lead Payroll Technician	51	A
Payroll Technician/ Benefits Assistant	49	A
Budget/Accounting Technician	48	A
Project Accounting Technician	48	A
Accounting Assistant IV	47	A
Payroll Technician	47	A
Employee Benefits Technician	47	A
Accounting Assistant III	45	A
Accounting Assistant II	42	A
Senior School Finance Technician	40	A, B, E
Accounting Assistant I	33	A
Clerical Series		
Use of Facilities Coordinator/ Senior Administrative Assistant	60	A
Assessment and Accountability Technician	56	A
Administrative Secretary II	56	A
*Special Education Data System Technician	52	A
Human Resources Analyst – Certificated	50	A
Human Resources Analyst – Classified	48	A
**Facilities Operations and Construction Technician	48	A
***District Attendance and Fundraising Technician	46	A
Budget/Program Technician	45	A
Special Education Technician	45	A
Administrative Secretary I	45	A
Food Service Operations Technician	44	A
Facilities Services Assistant	44	A
Guidance/Program Technician II	44	B, C
School Office Manager-High School	43	A
School Office Manager-Middle School	43	A
Clerical Series (continued)		
School Office Manager-Elementary	43	C
School Office Manager-Cont .	43	B, C
School Office Manager – Adult School	43	A
School Office Manager-Children's Center	43	A
School Office Manager-Alternative School	43	C
****School Office Manager-Independent Learning Academy	43	C
Human Resources Technician	43	A
Senior Secretary	42	A, B
Registrar	42	A
Construction & Operations Secretary	41	A
Guidance/Program Technician I	41	B, C
College/Career Center Technician	41	B, C
School Office Manager-Satellite School	40	C
Senior Attendance Technician	39	A, B
CTE Technician	38	B, C
Office Technician-Continuation	37	C
Counseling Assistant	37	B
Secretary III	37	A, C, D
Office Assistant-Adult Education	37	C
Personnel Clerk	37	A
Office Assistant-Elementary	36	C
Office Occupations – Adult Ed	36	D
Attendance Technician	35	C
Secretary II	~~33~~ **35**	A, C, D
Secretary I	~~31~~ **33**	A
Food Service Series		
Food Service Utility Driver	38	A, C
Food Service Cook – Central Kitchen	38	D
Serving Kitchen Operator	37	D
Food Service Cook	~~32~~ **35**	A, D
Food Service Assistant	~~30~~ **33**	D
Barbecue Cook	~~30~~ **33**	D
Food Service Cashier-Elementary	~~30~~ **33**	D
Instructional Series		
Educational Interpreter II Deaf and Hard of Hearing	61	D

CLASSIFICATION	RANGE	BASIS
Instructional Series (continued)		
Educational Interpreter I- Deaf and Hard of Hearing	54	D
Paraeducator- Environmental Science Park	45	D
Paraeducator–Severe Behavioral II	45	D
Assistive Technology Technician	45	B
Educational Reader- Visually Impaired	42	D
Paraeducator-Severe Behavioral I	~~40~~ **42**	D
Behavior Intervention Assistant	~~40~~ **42**	D
Paraeducator-Health Care	~~37~~ **39**	D
Paraeducator- At Risk Youth	36	D
Paraeducator-Severely Impaired	~~35~~ **38**	D
Paraeducator -Children's Center II	~~34~~ **36**	D
Paraeducator-Deaf and Hard Of Hearing (DHH)	~~33~~ **36**	D
Paraeducator–English Language Learner	~~32~~ **34**	D
Paraeducator-Adult English Language Development	~~32~~ **34**	E
Paraeducator-Special Education	~~32~~ **35**	C, D
Elementary Physical Education Assistant	~~32~~ **33**	D
Paraeducator–Children's Center	~~32~~ **34**	A, C, D
Community Resource Assistant	~~31~~ **33**	D
Paraeducator- Primary Language Support	~~31~~ **34**	D
Paraeducator-Parent Education	~~31~~ **34**	E
Instructional Resources Assistant	~~31~~ **34**	D
Paraeducator	~~30~~ **33**	D
Volunteer Coordinator	~~30~~ **33**	D
Paraeducator-Adult Education/ Learning Center	~~30~~ **33**	E
Auxiliary Services		
Student Services and Attendance Specialist	57	A, C
Student Services and Attendance Specialist for Homeless and Foster Youth	57	A
Certified Occupational Therapy Assistant	53	C
Intervention Specialist for At-Risk Students	53	C, D
Speech Language Pathology Assistant	53	D
Health Services Assistant-LVN/RN	48	D
Children's Center Health Technician	45	A
Career Vocational Assistant	40	D

CLASSIFICATION	RANGE	BASIS
Auxiliary Series (continued)		
Instructional Media Specialist- Middle School	41	B, C
Adult School ELL/ Office Specialist III	39	A, B, E
Library Coordinator	39	C
Senior Textbook Coordinator	38	A
Adult ELL/Office Specialist II	37	A, E
Library Coordinator- Elementary	36	C, D
Health Services Assistant	36	D
Campus Supervisor ~~Assistant~~	36	A,D,E
District Office Receptionist	36	A
Adult School ELL/ Office Specialist I	35	E
ELD Office Specialist I	35	D
Adult School Learning Center Technician	35	E
Campus Supervisor – Elementary School	~~30~~ **33**	D
Purchasing Series		
Lead Buyer	51	A
Buyer	47	A
Purchasing Technician	45	A
Purchasing Clerk	40	A
Operations Series		
1-Grounds Group		
Grounds Leadperson	56	A
Irrigation Specialist	48	A
Integrated Pest Control/ Grounds Technician	47	A
Grounds Technician	40	A
2-Custodian Group		
Swimming Pool Custodian	42	A
Lead Custodian	40	A
Senior Custodian/Campus Supervisor Monterey High School /CDS	36	A
Custodian	35	A
Utility Custodian	35	A
School Safety/Utility Custodian	36	A, C
Children's Center Service Worker	35	A
3-Warehouse Group		
Reprographics Technician	45	A
Lead Warehouse Worker	40	A
Utility Driver	38	A
Warehouse Worker	38	A

CLASSIFICATION	RANGE	BASIS
Maintenance Series		
Facilities Services Leadperson	61	A
Maintenance Leadperson	58	A
Electrician	57	A
HVAC Mechanic	56	A
Plant Engineer	56	A
Low-Voltage Electrician	54*	A
Plumber	53	A
Glazier/Carpenter	52	A
Vehicle & Equipment Mechanic	52	A
Carpenter	51	A
Locksmith	51	A
Painter	51	A
Sheet Metal Mechanic	51	A
Plaster/Cement Finisher	51	A
Facilities Worker	45	A
Technology Series		
Lead Information Technology Systems Analyst	72	A
Network Analyst	67	A
Systems Analyst	66	A
Information Technology Systems Analyst	63	A
Lead Technology Support Specialist	61	A
Student Information Systems Analyst	59*	A
System Support Specialist	57	A
Technology Support Specialist II	57	A
Adult School Technology Support Specialist II	57	B
User Support Specialist	54	A
Technology Support Specialist I	49	A
Instructional Technology Media Specialist –Elementary	40	A, C, D

* Effective 7/1/20
** Effective 9/1/20
*** Effective 9/1/21
****Effective 4/1/22

Addendum: The probationary period for a promoted employee shall be six (6) months after the effective date of promotion.

Memorandum of Understanding

Between the

Burbank Unified School District

And the

California School Employees Association and its Burbank Chapter #674

Salary Allocation Table

July 7, 2022

The Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) recognize the necessity to review salary placements in the classified bargaining unit on an ongoing basis outside of regular contract negotiations. The attached Salary Allocation Table reflects the most recent agreement between the parties to update the salary placement of bargaining unit positions as indicated. Changes shall be retroactive to January 1, 2022 and implemented no later than 30 days following the parties' respective approval processes.

For the District:

For CSEA:

Ciera Chilton LRR

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	July 21, 2022
SUBJECT:	Approval of the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Background:
The California School Employees Association and the District have tentatively agreed to a Memorandum of Understanding to update the ranges and salary placement of bargaining unit positions as indicated on the Allocation Table.

Effective retroactive to January 1, 2022, the salary ranges of those positions indicated on the Allocation Table will be modified to reflect the range indicated to reduce compaction caused by the minimum wage increase in January of 2022.

Discussion/Issues:
In accordance with the AB 1200, the District has submitted a budget forecast to the Los Angeles County Office of Education to demonstrate that the negotiated items do not negatively impact the District's financial condition.

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

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5, as presented.

Los Angeles County Office of Education
Business Advisory Services

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

Name of School District:	Burbank Unified School District
Name of Bargaining Unit:	California School Employee Association Chapter 674
Certificated, Classified, Other:	Classified

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

The Governing Board will act upon this agreement on: July 21, 2022 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation **All Funds - Combined**		**Fiscal Impact of Proposed Agreement** (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) **2022-23**	Year 2 Increase/(Decrease) **2023-24**	Year 3 Increase/(Decrease) **2024-25**
1.	**Salary Schedule** Including Step and Column	$ 37,119,667	$ 490,017		$ -
			1.32%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
	Description of Other Compensation				
3.	**Statutory Benefits -** STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 13,259,145	$ 175,032		$ -
			1.32%	0.00%	0.00%
4.	**Health/Welfare Plans**				
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 50,378,812	$ 665,049	$ -	$ -
			1.32%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	169.69			
7.	**Total Compensation <u>Average</u> Cost per Bargaining Unit Employee**	$ 296,887	$ 3,919	$ -	$ -
			1.32%	0.00%	0.00%

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

This negotiations was to move certain classifications from one range to another due to the compaction created from the minimum wage increase on 1/1/22.

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

No

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

N/A

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

$12,120

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

N/A

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

N/A

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

N/A

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

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund - Unrestricted and Restricted, Fund 11, Fund 12, Fund 13

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

General Fund - Unrestricted and Restricted, Fund 11, Fund 12, Fund 13

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

Not a multiyear agreement

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 153,674,072		$ -	$ 153,674,072
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 3,215,182		$ -	$ 3,215,182
Other Local Revenue	8600-8799	$ 255,400		$ -	$ 255,400
TOTAL REVENUES		$ 157,144,654		$ -	$ 157,144,654
EXPENDITURES					
Certificated Salaries	1000-1999	$ 67,076,828			$ 67,076,828
Classified Salaries	2000-2999	$ 20,634,854	$ 99,548		$ 20,734,402
Employee Benefits	3000-3999	$ 32,505,617	$ 35,558		$ 32,541,175
Books and Supplies	4000-4999	$ 1,724,551		$ -	$ 1,724,551
Services and Other Operating Expenditures	5000-5999	$ 10,913,148		$ -	$ 10,913,148
Capital Outlay	6000-6999	$ 1,334		$ -	$ 1,334
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086		$ -	$ 1,609,086
Transfers of Indirect Costs	7300-7399	$ (1,408,486)		$ -	$ (1,408,486)
TOTAL EXPENDITURES		$ 133,056,932	$ 135,106	$ -	$ 133,192,038
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699		$ -	$ -	$ -
Contributions	8980-8999	$ (28,619,321)	$ (520,860)	$ -	$ (29,140,181)
OPERATING SURPLUS (DEFICIT)*		$ (4,531,599)	$ (655,966)	$ -	$ (5,187,565)
BEGINNING FUND BALANCE	9791	$ 30,061,818			$ 30,061,818
Audit Adjustments/Other Restatements	9793/9795				$ -
ENDING FUND BALANCE		$ 25,530,219	$ (655,966)	$ -	$ 24,874,253
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740				
Committed	9750-9760	$ 7,900,000	$ -	$ -	$ 7,900,000
Assigned	9780	$ 5,814,168	$ -	$ -	$ 5,814,168
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ -	$ -	$ 11,060,025
Unassigned/Unappropriated Amount	9790	$ 655,966	$ (655,966)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 5,763,978		$ -	$ 5,763,978
Other State Revenue	8300-8599	$ 18,820,955		$ -	$ 18,820,955
Other Local Revenue	8600-8799	$ 1,547,381		$ -	$ 1,547,381
TOTAL REVENUES		$ 26,132,314		$ -	$ 26,132,314
EXPENDITURES					
Certificated Salaries	1000-1999	$ 18,182,513	$ -	$ -	$ 18,182,513
Classified Salaries	2000-2999	$ 12,623,532	$ 290,651	$ -	$ 12,914,183
Employee Benefits	3000-3999	$ 12,383,399	$ 103,820	$ -	$ 12,487,219
Books and Supplies	4000-4999	$ 3,394,452		$ -	$ 3,394,452
Services and Other Operating Expenditures	5000-5999	$ 13,424,042		$ -	$ 13,424,042
Capital Outlay	6000-6999	$ 427,121		$ -	$ 427,121
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 917,931		$ -	$ 917,931
Transfers of Indirect Costs	7300-7399	$ 856,625		$ -	$ 856,625
TOTAL EXPENDITURES		$ 62,209,615	$ 394,471	$ -	$ 62,604,086
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ 28,619,321	$ 394,471	$ -	$ 29,013,792
OPERATING SURPLUS (DEFICIT)*		$ (7,457,980)	$ -	$ -	$ (7,457,980)
BEGINNING FUND BALANCE	9791	$ 10,699,085			$ 10,699,085
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,241,105	$ -	$ -	$ 3,241,105
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 3,241,105	$ -	$ -	$ 3,241,105
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 153,674,072		$ -	$ 153,674,072
Federal Revenue	8100-8299	$ 5,763,978		$ -	$ 5,763,978
Other State Revenue	8300-8599	$ 22,036,137		$ -	$ 22,036,137
Other Local Revenue	8600-8799	$ 1,802,781		$ -	$ 1,802,781
TOTAL REVENUES		$ 183,276,968		$ -	$ 183,276,968
EXPENDITURES					
Certificated Salaries	1000-1999	$ 85,259,341	$ -	$ -	$ 85,259,341
Classified Salaries	2000-2999	$ 33,258,386	$ 390,199	$ -	$ 33,648,585
Employee Benefits	3000-3999	$ 44,889,016	$ 139,378	$ -	$ 45,028,394
Books and Supplies	4000-4999	$ 5,119,003		$ -	$ 5,119,003
Services and Other Operating Expenditures	5000-5999	$ 24,337,190		$ -	$ 24,337,190
Capital Outlay	6000-6999	$ 428,455		$ -	$ 428,455
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 2,527,017		$ -	$ 2,527,017
Transfers of Indirect Costs	7300-7399	$ (551,861)		$ -	$ (551,861)
TOTAL EXPENDITURES		$ 195,266,547	$ 529,577	$ -	$ 195,796,124
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ -	$ (126,389)	$ -	$ (126,389)
OPERATING SURPLUS (DEFICIT)*		$ (11,989,579)	$ (655,966)	$ -	$ (12,645,545)
BEGINNING FUND BALANCE	9791	$ 40,760,903			$ 40,760,903
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 28,771,324	$ (655,966)	$ -	$ 28,115,358
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,060	$ -	$ -	$ 100,060
Restricted	9740	$ 3,241,105	$ -	$ -	$ 3,241,105
Committed	9750-9760	$ 7,900,000	$ -	$ -	$ 7,900,000
Assigned	9780	$ 5,814,168	$ -	$ -	$ 5,814,168
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ -	$ -	$ 11,060,025
Unassigned/Unappropriated Amount	9790	$ 655,966	$ (655,966)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 268,139		$ -	$ 268,139
Other State Revenue	8300-8599	$ 4,098,212		$ -	$ 4,098,212
Other Local Revenue	8600-8799	$ 132,778		$ -	$ 132,778
TOTAL REVENUES		$ 4,499,129		$ -	$ 4,499,129
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,821,509	$ -	$ -	$ 1,821,509
Classified Salaries	2000-2999	$ 635,013	$ 4,238	$ -	$ 639,251
Employee Benefits	3000-3999	$ 826,606	$ 1,514	$ -	$ 828,120
Books and Supplies	4000-4999	$ 263,415		$ -	$ 263,415
Services and Other Operating Expenditures	5000-5999	$ 184,867		$ -	$ 184,867
Capital Outlay	6000-6999	$ 95,400		$ -	$ 95,400
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 173,995		$ -	$ 173,995
TOTAL EXPENDITURES		$ 4,000,805	$ 5,752	$ -	$ 4,006,557
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 498,324	$ (5,752)	$ -	$ 492,572
BEGINNING FUND BALANCE	9791	$ 4,430,861			$ 4,430,861
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 4,929,185	$ (5,752)	$ -	$ 4,923,433
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 2,704,861	$ -	$ -	$ 2,704,861
Committed	9750-9760	$ 2,218,572	$ -	$ -	$ 2,218,572
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 5,752	$ (5,752)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 218,387		$ -	$ 218,387
Other State Revenue	8300-8599	$ 710,867		$ -	$ 710,867
Other Local Revenue	8600-8799	$ 2,873,307		$ -	$ 2,873,307
TOTAL REVENUES		$ 3,802,561		$ -	$ 3,802,561
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,326,009	$ -	$ -	$ 1,326,009
Classified Salaries	2000-2999	$ 1,154,068	$ 49,046	$ -	$ 1,203,114
Employee Benefits	3000-3999	$ 1,086,197	$ 17,520	$ -	$ 1,103,717
Books and Supplies	4000-4999	$ 165,852		$ -	$ 165,852
Services and Other Operating Expenditures	5000-5999	$ (109,216)		$ -	$ (109,216)
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 186,716		$ -	$ 186,716
TOTAL EXPENDITURES		$ 3,809,626	$ 66,566	$ -	$ 3,876,192
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ 66,566	$ -	$ 66,566
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (7,065)	$ -	$ -	$ (7,065)
BEGINNING FUND BALANCE	9791	$ 756,589			$ 756,589
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 749,524	$ -	$ -	$ 749,524
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 749,524	$ -	$ -	$ 749,524
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 3,710,000		$ -	$ 3,710,000
Other State Revenue	8300-8599	$ 124,000		$ -	$ 124,000
Other Local Revenue	8600-8799	$ 763,200		$ -	$ 763,200
TOTAL REVENUES		$ 4,597,200		$ -	$ 4,597,200
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ 2,072,200	$ 46,532	$ -	$ 2,118,732
Employee Benefits	3000-3999	$ 943,852	$ 16,622	$ -	$ 960,474
Books and Supplies	4000-4999	$ 1,845,726		$ -	$ 1,845,726
Services and Other Operating Expenditures	5000-5999	$ 156,457		$ -	$ 156,457
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 191,150		$ -	$ 191,150
TOTAL EXPENDITURES		$ 5,209,385	$ 63,154	$ -	$ 5,272,539
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ 59,823	$ -	$ 59,823
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (612,185)	$ (3,331)	$ -	$ (615,516)
BEGINNING FUND BALANCE	9791	$ 615,516			$ 615,516
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,331	$ (3,331)	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 3,331	$ (3,331)	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:
Bargaining Unit: California School Employee Association Chapter 674

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 6/21/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenue	8600-8799	$ -		$ -	$ -
TOTAL REVENUES		$ -		$ -	$ -
EXPENDITURES					
Certificated Salaries	1000-1999	$ -	$ -	$ -	$ -
Classified Salaries	2000-2999	$ -	$ -	$ -	$ -
Employee Benefits	3000-3999	$ -	$ -	$ -	$ -
Books and Supplies	4000-4999	$ -		$ -	$ -
Services and Other Operating Expenditures	5000-5999	$ -		$ -	$ -
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	9791	$ -			$ -
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ -	$ -	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

Public Disclosure of Proposed Collective Bargaining Agreement

Burbank Unified School District
California School Employee Association Chapter 674

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

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

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

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

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

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

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

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

Additional Comments:

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	2022-23 Total Revised Budget After Settlement	2023-24 First Subsequent Year After Settlement	2024-25 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 153,674,072	$ 157,245,490	$ 158,436,686
Federal Revenue	8100-8299	$ -	$ -	$ -
Other State Revenue	8300-8599	$ 3,215,182	$ 3,160,488	$ 3,138,490
Other Local Revenue	8600-8799	$ 255,400	$ 255,400	$ 255,400
TOTAL REVENUES		$ 157,144,654	$ 160,661,378	$ 161,830,576
EXPENDITURES				
Certificated Salaries	1000-1999	$ 67,076,828	$ 67,074,638	$ 67,820,681
Classified Salaries	2000-2999	$ 20,734,402	$ 19,825,399	$ 20,664,910
Employee Benefits	3000-3999	$ 32,541,175	$ 32,905,830	$ 34,460,922
Books and Supplies	4000-4999	$ 1,724,551	$ 1,778,702	$ 1,813,742
Services and Other Operating Expenditures	5000-5999	$ 10,913,148	$ 11,570,546	$ 12,113,143
Capital Outlay	6000-6999	$ 1,334	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 1,609,086	$ 1,680,086	$ 1,751,086
Transfers of Indirect Costs	7300-7399	$ (1,408,486)	$ (1,408,486)	$ (1,408,486)
Other Adjustments				$ -
TOTAL EXPENDITURES		$ 133,192,038	$ 133,426,715	$ 137,215,999
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ (29,140,181)	$ (29,368,221)	$ (31,211,317)
OPERATING SURPLUS (DEFICIT)*		$ (5,187,565)	$ (2,133,558)	$ (6,596,740)
BEGINNING FUND BALANCE	9791	$ 30,061,818	$ 24,874,253	$ 22,740,695
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 24,874,253	$ 22,740,695	$ 16,143,955
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740			
Committed	9750-9760	$ 7,900,000	$ 7,900,000	$ 5,900,000
Assigned	9780	$ 5,814,168	$ 4,289,781	$ 936,637
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ 10,450,854	$ 9,207,258
Unassigned/Unappropriated Amount	9790	$ -	$ 0	$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	2022-23 Total Revised Budget After Settlement	2023-24 First Subsequent Year After Settlement	2024-25 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 5,763,978	$ 5,763,978	$ 5,763,978
Other State Revenue	8300-8599	$ 18,820,955	$ 16,548,222	$ 16,995,024
Other Local Revenue	8600-8799	$ 1,547,381	$ 1,547,381	$ 1,547,381
TOTAL REVENUES		$ 26,132,314	$ 23,859,581	$ 24,306,383
EXPENDITURES				
Certificated Salaries	1000-1999	$ 18,182,513	$ 13,839,014	$ 13,982,293
Classified Salaries	2000-2999	$ 12,914,183	$ 12,156,986	$ 13,127,878
Employee Benefits	3000-3999	$ 12,487,219	$ 10,972,136	$ 11,371,258
Books and Supplies	4000-4999	$ 3,394,452	$ 3,929,464	$ 3,131,215
Services and Other Operating Expenditures	5000-5999	$ 13,424,042	$ 12,822,261	$ 12,939,942
Capital Outlay	6000-6999	$ 427,121	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 917,931	$ 917,931	$ 917,931
Transfers of Indirect Costs	7300-7399	$ 856,625	$ 559,817	$ 559,817
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 62,604,086	$ 55,197,608	$ 56,030,334
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 29,013,792	$ 29,368,221	$ 31,211,317
OPERATING SURPLUS (DEFICIT)*		$ (7,457,980)	$ (1,969,806)	$ (512,634)
BEGINNING FUND BALANCE	9791	$ 10,699,085	$ 3,241,105	$ 1,271,299
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 3,241,105	$ 1,271,299	$ 758,665
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 3,241,105	$ 1,271,299	$ 758,665
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ (0)	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: California School Employee Association Chapter 674

	Object Code	2022-23 Total Revised Budget After Settlement	2023-24 First Subsequent Year After Settlement	2024-25 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 153,674,072	$ 157,245,490	$ 158,436,686
Federal Revenue	8100-8299	$ 5,763,978	$ 5,763,978	$ 5,763,978
Other State Revenue	8300-8599	$ 22,036,137	$ 19,708,710	$ 20,133,514
Other Local Revenue	8600-8799	$ 1,802,781	$ 1,802,781	$ 1,802,781
TOTAL REVENUES		$ 183,276,968	$ 184,520,959	$ 186,136,959
EXPENDITURES				
Certificated Salaries	1000-1999	$ 85,259,341	$ 80,913,652	$ 81,802,974
Classified Salaries	2000-2999	$ 33,648,585	$ 31,982,385	$ 33,792,789
Employee Benefits	3000-3999	$ 45,028,394	$ 43,877,965	$ 45,832,180
Books and Supplies	4000-4999	$ 5,119,003	$ 5,708,166	$ 4,944,957
Services and Other Operating Expenditures	5000-5999	$ 24,337,190	$ 24,392,807	$ 25,053,086
Capital Outlay	6000-6999	$ 428,455	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 2,527,017	$ 2,598,017	$ 2,669,017
Transfers of Indirect Costs	7300-7399	$ (551,861)	$ (848,669)	$ (848,669)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 195,796,124	$ 188,624,323	$ 193,246,333
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ (126,389)	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (12,645,545)	$ (4,103,364)	$ (7,109,374)
BEGINNING FUND BALANCE	9791	$ 40,760,903	$ 28,115,358	$ 24,011,994
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 28,115,358	$ 24,011,994	$ 16,902,620
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,060	$ 100,060	$ 100,060
Restricted	9740	$ 3,241,105	$ 1,271,299	$ 758,665
Committed	9750-9760	$ 7,900,000	$ 7,900,000	$ 5,900,000
Assigned	9780	$ 5,814,168	$ 4,289,781	$ 936,637
Reserve for Economic Uncertainties	9789	$ 11,060,025	$ 10,450,854	$ 9,207,258
Unassigned/Unappropriated Amount	9790	$ -	$ (0)	$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Burbank Unified School District
California School Employee Association Chapter 674

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 195,796,124	$ 188,624,323	$ 193,246,333
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 195,796,124	$ 188,624,323	$ 193,246,333
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 5,873,884	$ 5,658,730	$ 5,797,390

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 11,060,025	$ 10,450,854	$ 9,207,258
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ 0	$ 0
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 11,060,025	$ 10,450,854	$ 9,207,258
f.	Reserve for Economic Uncertainties Percentage	5.65%	5.54%	4.76%

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

2022-23	Yes	X	No	
2023-24	Yes	X	No	
2024-25	Yes	X	No	

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	665,049
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(655,966)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	(5,752)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	(3,331)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(665,049)

Variance $ -

Variance Explanation:

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

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$(11,989,579)	(6.1%)	
Current FY Surplus/(Deficit) after settlement(s)?	$(12,645,545)	(6.5%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (4,103,364)	(2.2%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$ (7,109,374)	(3.7%)	

Deficit Reduction Plan (as necessary):

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

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

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

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Burbank Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from January 1, 2022 to June 30, 2022

Board Actions

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

Current Year

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 665,049
Ending Balance(s) Increase/(Decrease)	$ (665,049)

Subsequent Years

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

Budget Revisions

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

Assumptions

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

Certifications

____ I hereby certify ____ I am unable to certify

District Superintendent (Signature)	Date

____ I hereby certify ____ I am unable to certify

Chief Business Official (Signature)	Date

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

Burbank Unified School District
California School Employee Association Chapter 674

Assumptions and Explanations (enter or attach documentation)

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

This is based on the recently adopted 2022-23 budget. Please see attached assumptions

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

K. CERTIFICATION NO. 2

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

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

Burbank Unified School District
District Name

District Superintendent (Signature) | **Date**

Alyssa Low
Contact Person

818-729-4450
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on July 21, 2022, took action to approve the proposed agreement with the California School Employee Association Chapter 674

President (or Clerk), Governing Board (Signature) | **Date**

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

SALARY RANGE ALLOCATIONS FOR CLASSIFIED BARGAINING UNIT MEMBERS

CLASSIFICATION	RANGE	BASIS
Accounting Series		
Project and Accounting Analyst	66	A
Financial Analyst	60	A
Benefits Analyst	56	A
Lead Payroll Technician	51	A
Payroll Technician/ Benefits Assistant	49	A
Budget/Accounting Technician	48	A
Project Accounting Technician	48	A
Accounting Assistant IV	47	A
Payroll Technician	47	A
Employee Benefits Technician	47	A
Accounting Assistant III	45	A
Accounting Assistant II	42	A
Senior School Finance Technician	40	A, B, E
Accounting Assistant I	33	A
Clerical Series		
Use of Facilities Coordinator/ Senior Administrative Assistant	60	A
Assessment and Accountability Technician	56	A
Administrative Secretary II	56	A
*Special Education Data System Technician	52	A
Human Resources Analyst – Certificated	50	A
Human Resources Analyst – Classified	48	A
**Facilities Operations and Construction Technician	48	A
***District Attendance and Fundraising Technician	46	A
Budget/Program Technician	45	A
Special Education Technician	45	A
Administrative Secretary I	45	A
Food Service Operations Technician	44	A
Facilities Services Assistant	44	A
Guidance/Program Technician II	44	B, C
School Office Manager-High School	43	A
School Office Manager-Middle School	43	A
Clerical Series (continued)		
School Office Manager-Elementary	43	C
School Office Manager-Cont .	43	B, C
School Office Manager – Adult School	43	A
School Office Manager-Children's Center	43	A
School Office Manager-Alternative School	43	C
****School Office Manager-Independent Learning Academy	43	C
Human Resources Technician	43	A
Senior Secretary	42	A, B
Registrar	42	A
Construction & Operations Secretary	41	A
Guidance/Program Technician I	41	B, C
College/Career Center Technician	41	B, C
School Office Manager-Satellite School	40	C
Senior Attendance Technician	39	A, B
CTE Technician	38	B, C
Office Technician-Continuation	37	C
Counseling Assistant	37	B
Secretary III	37	A, C, D
Office Assistant-Adult Education	37	C
Personnel Clerk	37	A
Office Assistant-Elementary	36	C
Office Occupations – Adult Ed	36	D
Attendance Technician	35	C
Secretary II	~~33~~ **35**	A, C, D
Secretary I	~~31~~ **33**	A
Food Service Series		
Food Service Utility Driver	38	A, C
Food Service Cook – Central Kitchen	38	D
Serving Kitchen Operator	37	D
Food Service Cook	~~32~~ **35**	A, D
Food Service Assistant	~~30~~ **33**	D
Barbecue Cook	~~30~~ **33**	D
Food Service Cashier-Elementary	~~30~~ **33**	D
Instructional Series		
Educational Interpreter II Deaf and Hard of Hearing	61	D

CLASSIFICATION	RANGE	BASIS
Instructional Series (continued)		
Educational Interpreter I- Deaf and Hard of Hearing	54	D
Paraeducator- Environmental Science Park	45	D
Paraeducator–Severe Behavioral II	45	D
Assistive Technology Technician	45	B
Educational Reader- Visually Impaired	42	D
Paraeducator-Severe Behavioral I	~~40~~ **42**	D
Behavior Intervention Assistant	~~40~~ **42**	D
Paraeducator-Health Care	~~37~~ **39**	D
Paraeducator- At Risk Youth	36	D
Paraeducator-Severely Impaired	~~35~~ **38**	D
Paraeducator -Children's Center II	~~34~~ **36**	D
Paraeducator-Deaf and Hard Of Hearing (DHH)	~~33~~ **36**	D
Paraeducator–English Language Learner	~~32~~ **34**	D
Paraeducator-Adult English Language Development	~~32~~ **34**	E
Paraeducator-Special Education	~~32~~ **35**	C, D
Elementary Physical Education Assistant	~~32~~ **33**	D
Paraeducator–Children's Center	~~32~~ **34**	A, C, D
Community Resource Assistant	~~31~~ **33**	D
Paraeducator- Primary Language Support	~~31~~ **34**	D
Paraeducator-Parent Education	~~31~~ **34**	E
Instructional Resources Assistant	~~31~~ **34**	D
Paraeducator	~~30~~ **33**	D
Volunteer Coordinator	~~30~~ **33**	D
Paraeducator-Adult Education/ Learning Center	~~30~~ **33**	E
Auxiliary Services		
Student Services and Attendance Specialist	57	A, C
Student Services and Attendance Specialist for Homeless and Foster Youth	57	A
Certified Occupational Therapy Assistant	53	C
Intervention Specialist for At-Risk Students	53	C, D
Speech Language Pathology Assistant	53	D
Health Services Assistant-LVN/RN	48	D
Children's Center Health Technician	45	A
Career Vocational Assistant	40	D

CLASSIFICATION	RANGE	BASIS
Auxiliary Series (continued)		
Instructional Media Specialist- Middle School	41	B, C
Adult School ELL/ Office Specialist III	39	A, B, E
Library Coordinator	39	C
Senior Textbook Coordinator	38	A
Adult ELL/Office Specialist II	37	A, E
Library Coordinator- Elementary	36	C, D
Health Services Assistant	36	D
Campus Supervisor ~~Assistant~~	36	A,D,E
District Office Receptionist	36	A
Adult School ELL/ Office Specialist I	35	E
ELD Office Specialist I	35	D
Adult School Learning Center Technician	35	E
Campus Supervisor – Elementary School	~~30~~ **33**	D
Purchasing Series		
Lead Buyer	51	A
Buyer	47	A
Purchasing Technician	45	A
Purchasing Clerk	40	A
Operations Series		
1-Grounds Group		
Grounds Leadperson	56	A
Irrigation Specialist	48	A
Integrated Pest Control/ Grounds Technician	47	A
Grounds Technician	40	A
2-Custodian Group		
Swimming Pool Custodian	42	A
Lead Custodian	40	A
Senior Custodian/Campus Supervisor Monterey High School /CDS	36	A
Custodian	35	A
Utility Custodian	35	A
School Safety/Utility Custodian	36	A, C
Children's Center Service Worker	35	A
3-Warehouse Group		
Reprographics Technician	45	A
Lead Warehouse Worker	40	A
Utility Driver	38	A
Warehouse Worker	38	A

CLASSIFICATION	RANGE	BASIS
Maintenance Series		
Facilities Services Leadperson	61	A
Maintenance Leadperson	58	A
Electrician	57	A
HVAC Mechanic	56	A
Plant Engineer	56	A
Low-Voltage Electrician	54*	A
Plumber	53	A
Glazier/Carpenter	52	A
Vehicle & Equipment Mechanic	52	A
Carpenter	51	A
Locksmith	51	A
Painter	51	A
Sheet Metal Mechanic	51	A
Plaster/Cement Finisher	51	A
Facilities Worker	45	A
Technology Series		
Lead Information Technology Systems Analyst	72	A
Network Analyst	67	A
Systems Analyst	66	A
Information Technology Systems Analyst	63	A
Lead Technology Support Specialist	61	A
Student Information Systems Analyst	59*	A
System Support Specialist	57	A
Technology Support Specialist II	57	A
Adult School Technology Support Specialist II	57	B
User Support Specialist	54	A
Technology Support Specialist I	49	A
Instructional Technology Media Specialist –Elementary	40	A, C, D

* Effective 7/1/20
** Effective 9/1/20
*** Effective 9/1/21
****Effective 4/1/22

Addendum: The probationary period for a promoted employee shall be six (6) months after the effective date of promotion.

Memorandum of Understanding

Between the

Burbank Unified School District

And the

California School Employees Association and its Burbank Chapter #674

Salary Allocation Table

July 7, 2022

The Burbank Unified School District (District) and the California School Employees Association and its Burbank Chapter #674 (CSEA) recognize the necessity to review salary placements in the classified bargaining unit on an ongoing basis outside of regular contract negotiations. The attached Salary Allocation Table reflects the most recent agreement between the parties to update the salary placement of bargaining unit positions as indicated. Changes shall be retroactive to January 1, 2022 and implemented no later than 30 days following the parties' respective approval processes.

For the District:

For CSEA:

Ciera Chilton LRR

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Charlene Tabet, President of the Board of Education
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	July 21, 2022
SUBJECT:	Approval of Employment Contract for the Superintendent of Schools

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Background
The Board of Education of the Burbank Unified School District maintains contracted employment agreements for superintendents in an effort to provide continuity and stability in district leadership. The current employment agreement for the Superintendent is scheduled to expire on June 30, 2023, with salary enhancements and term extension at the Board's discretion, contingent upon a positive employee evaluation.

Discussion/Issues
On June 6, 2019, the Board of Education approved a contract renewal for Matthew R. Hill to continue in his role as Superintendent of Schools with a contract end date of June 30, 2023. A new contract is being presented which supersedes the contract in force. The new contract extends the Term of the contract through June 30, 2025, and allows for the same 5% salary increase which has been afforded to all management staff.

Fiscal Impact
A 5% salary increase to the current annual base salary will be incorporated retroactively to July 1, 2021. The Superintendent shall be required to provide twelve (12) months of full-time service to the District. Health and welfare benefits are offered in accordance with Board policy and consistent with all other management employees in the District.

Recommendation
Charlene Tabet, President, Board of Education, recommends that the Board of Education approve the employment contract with Matthew R. Hill, as Superintendent of Schools, with a salary increase retroactive to July 1, 2021, and through June 30, 2025, as presented.

CONTRACT OF EMPLOYMENT
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
MATTHEW R. HILL

This Contract of Employment ("Contract") is entered into by and between the BOARD OF EDUCATION of the BURBANK UNIFIED SCHOOL DISTRICT ("District") of Los Angeles County, California ("Board") and Matthew R. Hill ("Superintendent"), and dated, for reference purposes only, July 21, 2022 and supersedes the June 6, 2019 contract currently in force. The Board and the Superintendent hereby agree and promise as follows:

1. TERM

The Board hereby employs the Superintendent for the period beginning July 1, 2021 and ending on June 30, 2025, unless terminated earlier as provided by the terms of this Contract or as required by law.

2. RENEWAL/EXTENSION

The Contract may be renewed or extended in a manner consistent with Education Code section 35031 if the Superintendent receives a satisfactory evaluation. Such renew or extension shall be approved by the Board in an open session at a regular meeting of the Board.

3. SALARY

a. Base Salary. The Superintendent's annual salary shall be TWO HUNDRED AND SIXTY THOUSAND SIX HUNDRED FORTY TWO DOLLARS AND ZERO CENTS ($260,642.00) ("Base Salary") for twelve (12) months of full-time employment payable in twelve (12) equal installments, less all applicable deductions and withholdings required by law or authorized by the Superintendent. The Board reserves the right to increase the Superintendent's salary at any time and such increase shall be effective on any date ordered by the Board in accordance with Education Code section 35032 or, if no such date is ordered, then from the date of the duly held Board meeting at which the increase was approved. Any such increase shall be effective upon Board action at a regularly scheduled meeting of the Board.

4. DUTIES AND RESPONSIBILITIES

The Superintendent shall perform the duties of a public school district superintendent as prescribed by the laws of the State of California and District policies. The Superintendent shall act as Secretary to the Board as permitted in Education Code section 35035 and District policies. In addition to the powers and duties set forth in Education Code section 35035, the Superintendent shall have the powers and duties which are delegated to him by the Board. The Superintendent shall faithfully and competently perform all duties and responsibilities required by the Board and relevant laws.

The Superintendent shall be the Chief Executive Officer of the Board. As such, the Superintendent

shall have the primary responsibility for execution of Board policies, whereas the Board shall retain the primary responsibility for governance of the District through the delegation of duties and responsibilities of the Superintendent as well as for formulating and adopting Board policies.

The Board agrees to show appropriate consideration for the fact that the Superintendent is the Chief Executive Officer, and the Superintendent agrees to show appropriate consideration for the fact that the Board is the governing body of the District. The Board agrees that none of its individual members will direct the work of employees of the District or make decisions on behalf of the District.

5. MORAL CONDUCT

The Superintendent shall conduct himself with due regard to the public conventions and morals. The Superintendent shall not, either while rendering services to the District, or in his private life, commit an offense involving moral turpitude under federal, state, or local laws or ordinances. The Superintendent shall not do or commit any act or thing that will tend to degrade him in society or bring him into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the reputation of the District in the community.

6. WORK YEAR, HOLIDAYS AND SICK LEAVE

The Superintendent agrees to devote his full time and efforts to the position of Superintendent for the District. The Superintendent is a classified management employee who is exempt from all overtime and all compensatory time off in lieu of overtime. The Superintendent shall be required to provide twelve months of full-time service to the District. The Superintendent shall receive all legal holidays and such other holidays designated by the Board (15 days). The Superintendent shall be entitled to twenty-two (22) days of annual vacation per fiscal year that must be used each fiscal year. Any unused vacation remaining at the end of a fiscal year will be paid out to the Superintendent on or before June 30th. The Superintendent's per diem rate will be calculated based on annual salary divided by 262 days. The Superintendent shall be entitled to twelve (12) days of sick leave per year.

7. OUTSIDE PROFESSIONAL ACTIVITIES

With prior written notification to the Board President, the Superintendent may undertake outside professional activities for remuneration including consulting, speaking, teaching and writing provided that all such outside professional activities do not interfere with the Superintendent's ability to perform required duties under the Contract. In no case shall the Board be responsible for any expenses related to any outside professional activity. During the period of any such professional activity, the Superintendent shall not be acting as an employee of the District and shall not be covered by District workers' compensation or any legal indemnification by the District or Board.

8. PROFESSIONAL MEETINGS AND DEVELOPMENT

With prior Board approval, the Superintendent may attend professional conferences inside and outside of California. The Superintendent is not precluded from attending such professional conferences at his own expense. Prior approval is not required for California legislative and

finance/budgetary conferences, and conferences held by the Association of California School Administrators and the California City Superintendents, and the California School Boards Association in California. The District shall pay all necessary and reasonable business expenses related to such meetings and conferences including registration fees, travel, meals, and lodging.

The Superintendent shall endeavor to maintain and improve his professional competence by all available means. The Superintendent may subscribe to appropriate periodicals and journals at District expense, and may join and participate in appropriate professional organizations with prior approval of the Board unless otherwise specified in the Contract.

9. PERFORMANCE OBJECTIVES

Prior to September 30, the Board and the Superintendent shall meet to mutually develop and establish the Superintendent's performance objectives for the year. The Superintendent's performance objectives shall be based on duties referenced in the Contract, the goals and objectives of the Board, and such other criteria or indices of achievement which may be mutually agreed to by the Board and the Superintendent, or if they cannot mutually agree, then as determined by the Board.

The Board shall formally evaluate the Superintendent at least annually during the term of the Contract. This evaluation shall be in writing, and shall be based on the established goals and objectives. The Board shall devote a portion of at least one (1) meeting annually to the Superintendent's evaluation. On a date mutually agreed upon between the Board and the Superintendent, but in no event later than 30 calendar days from the Superintendent's receipt of the written evaluation, the Board shall devote a portion of a subsequent Board meeting to conduct a follow-up discussion of the written evaluation with the Superintendent. The Board, however, reserves the right to continuously evaluate the Superintendent on an informal basis.

In the event the Board determines that an area of the Superintendent's performance is unsatisfactory, the written evaluation shall indicate the reasons for the unsatisfactory evaluation, and shall make recommendations to give guidance and direction to the Superintendent so that he may improve his performance. If subsequently requested by the Superintendent in writing, a follow-up evaluation shall be held on a date mutually agreed upon by the Board and the Superintendent.

The Board and the Superintendent agree that the evaluation procedure contained in this provision fully satisfies all requirements of any laws or regulations applicable to the evaluation of certificated, classified and/or management employees. Nothing contained in this provision shall be interpreted as a waiver by the Board of any legal right it may have to terminate or non-renew the Contract. Nothing contained in this provision shall interfere with any legal right the Superintendent may have to contest the termination or non-renewal of the Contract.

10. HEALTH AND WELFARE BENEFITS

The Superintendent shall receive medical, dental, vision, and such other fringe benefits as are provided by the Board to other classified management employees. The Superintendent shall participate in the health and welfare benefit plans in the same manner as other classified management employees

11. RETIREMENT BENEFITS

Board policy states that any management level employee whom remains employed with the District for a consecutive total of five (5) years of satisfactory service in a classified management position, may, upon retirement from active service from the District under the Public Employees Retirement System, elect at their option, to have the Board pay the premiums for medical, dental, vision, and other fringe benefits as are provided by the Board to other classified management employees. If the employee makes this election, the benefits shall be available for either (1) any continuous five year period after date of retirement, or (2) until age 65.

12. DOCTORATE, MASTERS AND LONGEVITY STIPEND

The Superintendent shall be entitled to a stipend for an earned master's degree, a stipend for an earned doctorate degree, and a stipend for longevity in the same amounts as granted by the Board generally to other classified management employees of the District. Computation of longevity shall include all time spent in a management position within the District. The stipend for possessing a master's and/or doctorate degree as well as for longevity steps shall be as listed on the Contracted Classified Management Salary Schedule.

13. WAIVER OF CREDENTIAL

Pursuant to Education Code section 35029, the Board hereby waives any credential requirement applicable to the Superintendent while serving as Superintendent, including that set forth in Education Code Section 35028.

14. RELOCATION ASSISTANCE

If the Superintendent desires to relocate to a residence within the District's boundaries, the District agrees to reimburse the Superintendent up to $5,000.00 for moving and related relocation expenses. Documentation of expenses shall be submitted prior to reimbursement.

15. EXPENSE REIMBURSEMENT

Except for reimbursement expressly provided for in this Agreement in Section 8 above, the Superintendent knowingly and voluntarily waives the Superintendent's right to expense reimbursement as provided under Education Code sections 44032, 44033 and other applicable provisions of law. For expense reimbursement not authorized by Section 8, the Superintendent may seek approval for reimbursement from the Board. For all reimbursements, the Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

16. PROFESSIONAL DUES

The Board shall pay membership dues for the Superintendent in up to three (3) professional associations, including the Association of California School Administrators (ACSA), The School Superintendents Association, (AASA) and a third association as approved by the Board.

17. PHYSICAL EXAMINATION

As a condition to the effectiveness of the initial Contract, the Superintendent underwent a medical examination by a physician licensed to practice in California and selected by the Superintendent. The Superintendent provided the physician with a copy of this Contract, the District's job description for the position of Superintendent and any other appropriate information related to the duties and responsibilities of the position.

The physician submitted a confidential written report to the Board and the Superintendent addressing the Superintendent's physical and mental fitness to perform the job. The report addressed whether the Superintendent had any physical or mental impairment that substantially limited the Superintendent's ability to perform the essential functions of the position with or without reasonable accommodation.

No confidential medical information, other than the report, was submitted to the Board, unless it was determined that the Superintendent was unable to perform the essential functions of the position and such information is directly related to such determination or the development of reasonable accommodations. The Superintendent executed a medical release authorizing the release of the report and other information reasonably necessary to develop, if necessary, reasonable accommodations.

The Superintendent submitted all costs for the examination to the District's insurance carrier. All non-insured costs were borne by the District up to a maximum not to exceed $500.

The Board encourages the Superintendent to have annual physical examinations in order to maintain the good health necessary to perform the job functions of his position. Notwithstanding the provision for an initial examination as stated previously, the Superintendent agrees to facilitate a comprehensive fitness for duty examination by a District-selected physician at any time in the future if so requested by the Board.

18. TERMINATION OF CONTRACT

The Contract may be terminated under the following conditions.

A. Mutual Consent. The Contract may be terminated at any time by mutual consent of the Board and the Superintendent.

B. Non-Renewal of Contract by District. The Board may elect not to renew the Contract upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law.

C. Disability of the Superintendent. If, as a result of a physical or mental disability, the Superintendent is unable to perform the essential functions of the position, even with reasonable accommodations, the Contract may, at the Board's election, be terminated six months from the date the Board issues a written notice of termination.

i. Physician's Report. Prior to terminating the Contract based upon the Superintendent's disability, the Board must receive a written report from a licensed physician, mutually

agreed to by the Superintendent and the Board, establishing that the Superintendent is unable to perform the essential functions of his position. If the Superintendent and Board cannot agree upon a physician to perform the examination within fifteen (15) calendar days of the Board's request for a fitness for duty examination, then the examination shall be performed by a physician selected by the Board in its sole discretion.

ii. Notice from Superintendent. If the Superintendent is informed by a physician that she is unable to perform the essential functions of the position, the Superintendent shall immediately request the physician to furnish the Board President with a written report containing such finding.

iii. CalPERS. If a physician issues a report indicating the Superintendent cannot perform the essential functions of his position, the Superintendent may apply for CalPERS disability benefits or CalPERS retirement.

iv. Leaves. If the Board elects to terminate the Contract as a result of the physician's report establishing that the Superintendent cannot perform the essential functions of the position, the Superintendent shall, at the Board's election, cease performing the duties of his position and he shall exhaust all in-lieu days, accumulated, unused sick leave days, and other paid leaves. If the Superintendent does not have sufficient leave to remain in paid status during the six month period, the Superintendent shall be entitled to a paid leave of absence for the balance of the period. During the six-month period, the Superintendent shall remain entitled to health and welfare benefits consistent with the terms of the Contract. Upon expiration of the six-month termination period, neither party shall have any further obligations to the other party.

D. Termination for Cause. The Board may terminate the Superintendent for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of the Contract or lawful Board directives; (3) breach of the Contract; (4) unsatisfactory performance; (5) misconduct or dishonest behavior; or (6) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of the Contract and shall extinguish all rights and duties of the parties under the Contract. If such cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing, but both parties shall have the opportunity to call witnesses, with reasonable mutually agreed upon limitations on the scope of inquiry or, if the parties are unable to agree, then as determined by the Board in its sole discretion. If the Board, after considering all evidence presented, decides to terminate the Contract, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the

understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

E. Termination without Cause. The Board may, for any reason, without cause or a hearing, terminate the Contract at any time. In consideration for the exercise of this right, the District shall pay to Superintendent a monthly sum equal to the difference between the Superintendent's salary in effect during his last month of service and the amount earned after the effective date of termination for the remainder of the Contract or 12 months, whichever is less. During this period, the Superintendent shall also remain entitled to health and welfare benefits consistent with the terms of the Contract. Payments to Superintendent shall be made on a monthly basis unless the Board agrees otherwise. As a condition of payment, the Superintendent must file a written statement with the Board no later than the tenth (10th) day of each month listing his earnings for the previous month. Failure to file the statement by the tenth (10th) day of each month shall result in the District having no duty to pay for that month.

For purposes of this termination without cause provision the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under the Contract. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Contract cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

Notwithstanding any other provision of the Contract to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

In accordance with Government Code section 53243.2 and as a separate contractual obligation, any amounts received by the Superintendent under this termination without cause provision shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of the Superintendent's office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.

19. TAX/RETIREMENT LIABILITY

Notwithstanding any other provision of this Contract, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state and federal tax consequences of this Contract and all retirement consequences of this Contract. The Superintendent agrees to defend, indemnify and hold the District harmless from all such tax and retirement consequences.

20. MISCELLANEOUS

A. The Contract is subject to all applicable laws of the State of California, titles and regulations of the State Board of Education, and Board Policies, and its effectiveness is contingent upon approval by the Board in open session as required by law.

B. All promises and covenants contained herein are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, the Contract shall be interpreted as if such invalid promises or covenants were not contained herein.

C. The Contract is the full and complete agreement of the parties and supersedes all prior negotiations, understandings, or agreements. Any amendment, modification, or variation from the terms of the Contract shall be in writing and shall be effective only upon written approval of such amendment, modification, or variation by mutual consent of the Board and Superintendent.

D. A waiver of any breach of any term or provision of this Contract shall be in writing and shall not be construed to be a waiver any other breach of this Contract.

E. Each party has cooperated in the drafting and preparation of the Contract. In any construction to be made of the Contract, the same shall not be construed against any party on the basis that the party was the drafter.

F. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Date: July 21, 2022

_____
Matthew R. Hill, Superintendent

Date: July 21, 2022

_____
Charlene Tabet, President
Board of Education of the Burbank Unified School District

BOARD ADOPTED
Date: July 21, 2022

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Acceptance of Gifts

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

a. The Blackbaud Giving Fund wishes to donate to the District $384.62 to be used for materials and supplies at Dolores Huerta Middle School.

b. Richard Bertain Jr. wishes to donate to the District $110 to be used for AP (Advanced Placement) Tests for economically challenged students.

c. Robert and Denise Ovrom wishes to donate to the District $110 to be used for AP (Advanced Placement Tests for economically challenged students.

d. The Herman Company wishes to donate to the District $330 to be used for AP (Advanced Placement) Tests for economically challenged students.

e. Evan Gordon wishes to donate to the District $550 to be used for AP (Advanced Placement) Tests for economically challenged students.

f. Peter Lars, Inc./Cornerstone Photography wishes to donate to the District $523.38 to be for materials and supplies at Theodore Roosevelt Elementary School.

g. Burbank Arts Education Foundation (BAEF) wishes to donate to the District $4,962.36 to be used for math intervention at Theodore Roosevelt Elementary School.

h. Burbank Arts Education Foundation (BAEF) wishes to donate to the District $493.34 to be used for graphic novels at Theodore Roosevelt Elementary School.

i. Burbank Arts Education Foundation (BAEF) wishes to donate to the District $478.55 to be used for inclusive and diverse biographies at Theodore Roosevelt Elementary School.

j. Burbank Arts Education Foundation (BAEF) wishes to donate to the District $474.97 to be used for class novel sets at Theodore Roosevelt Elementary School.

k. Edison Elementary Fundraising Committee (FRC) wishes to donate to the District $34,000 to be used to purchase a new marquee sign at Thomas Edison Elementary School.

l. Burbank Arts Education Foundation (BAEF) wishes to donate to the District $7,453.90 to be used for SEC Curriculum and Art Class at Luther Burbank Middle School.

m. Furlined, LLC wishes to donate to the District $1,500 to be used for school expenditures at Luther Burbank Middle School.

n. Galpin Ford Dealership wishes to donate to the District $100 to be used for school expenditures at Luther Burbank Middle School.

o. John Muir PTSA wishes to donate to the District $500 to be used for school improvements and equipment, for restocking classroom emergency supplies at John Muir Middle School.

p. Smuggler, Inc. wishes to donate to the District $6,000 to be used as needed at John Muir Middle School.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960035872 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 960035872 concerning services and/or school placement, a formal settlement agreement was offered on June 9, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

There is no cost to the District..

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960035872, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective June 9, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 1600038888 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 1600038888 concerning services and/or school placement, a formal settlement agreement was offered on May 20, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

There is no cost to the District.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 1600038888, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective May 20, 2022 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960033761 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 960033761 concerning services and/or school placement, a formal settlement agreement was offered on June 1, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

Not to exceed $28,500.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960033761, not to exceed $28,500 (01.0-65000.0-50010-36000-5813-7440000), effective June 1, 2022 through January 15, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960028519 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 960028519 concerning services and/or school placement, a formal settlement agreement was offered on June 9, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

Total not to exceed $18,500.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960028519, total not to exceed $18,500 (01.0-65000.0-50010-36000-5813-7440000), effective June 9, 2022 through July 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960001099 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 960001099 concerning services and/or school placement, a formal settlement agreement was offered on June 22, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

There is no cost to the District..

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960001099, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective August 15, 2022 through July 15, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960002704 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 960002704 concerning services and/or school placement, a formal settlement agreement was offered on June 13, 2022 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

Not to exceed $252,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960002704, not to exceed $252,000 (01.0-65000.0-50010-36000-5813-7440000), effective June 30, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

June 16, 2022

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Charlene Tabet
Steve Ferguson *(arrived 6:51 p.m.)*
Emily Weisberg
Armond Aghakhanian *(arrived 6:07 p.m.)*
Steve Frintner

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

1. CALL TO ORDER

The Closed Session was called to order at 6:00 p.m. by Board President Tabet.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications on Closed Session Agenda Items (In-Person Only)

There was no one present who wished to address the Board.

2.b Staff Responses

There were no staff comments at this time.

2.c Board Members' Responses

There were no Board comments at this time.

The Board adjourned to Closed Session at 6:01 p.m.

3. CLOSED SESSION

3.a Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960006066 and 960035872 (Confidential Exhibit OF 29,502)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:01 p.m. Martha Walter, Principal, Bret Harte Elementary School, led the Pledge of Allegiance. President Tabet read a memorial for recently retired employee Susan Foy and announced that tonight's meeting will be adjourned in her memory.

5. REPORTING ON CLOSED SESSION

President Tabet reported that item 3a was for discussion only with no action taken.

6. ADJUSTMENTS TO THE AGENDA

Clerk Weisberg asked to have item 8a, "Everyday Excellence," pulled and indicated that the Board would be pausing that item until school resumes in the fall.

Superintendent Hill introduced John Paramo, Assistant Superintendent of Educational Services, who introduced several new administrators: Juan Noguera, the new Director of the Burbank Adult School and the FACTS Program; Julie Markussen, the new Principal of Burbank High School; Laura Anderson, the new Alternative Education Administrator of the Independent Learning Academy; Tori Cuseo, the new Assistant Principal of Activities and Athletics at John Burroughs High School; Nicole Cody, the new Assistant Principal of Dolores Huerta Middle School; Brian Ludwick, who could not be in attendance this evening but will be taking on the role of Assistant Principal at Luther Burbank Middle School; and Laura Vinyard, the new Principal of George Washington Elementary School.

Board Members took turns welcoming the new administrators and wishing them well in their new roles.

7. ITEMS FOR FUTURE AGENDAS

No one requested any future agenda items.

8. REPORTS FROM THE BOARD

8.a "Everyday Excellence" - Report from the Board *(pulled)*

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications on Agenda Items

There was no one present who wished to address the Board.

9.b Staff Responses

There were no staff responses at this time.

9.c Board Members' Responses

Clerk Weisberg announced the gun control legislation bills that recently passed and which were sponsored by State Senator Anthony Portantino. Vice President Ferguson recognized Pride Month and reminded LGBTQ+ individuals that they are beautiful. Member Frintner talked about the recent March for Our Lives rally that was held in Burbank to bring awareness to the growing gun violence in the United States. President Tabet spoke about the vigil that was recently held on the steps of City Hall to bring awareness to

victims of gun violence and the storytelling event "Go There," that was sponsored by the Family Service Agency of Burbank and chaired by Burbank resident Suzanne Weerts. Member Aghakhanian spoke about his attendance at the March for Our Lives rally.

10. REPORTS TO THE BOARD

10.a Report on Facilities and Technology Projects

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

Facilities and Technology PowerPoint_6162022.pdf (OF 29,503)

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

11.a Public Hearing on the 2022-2023 Local Control and Accountability Plan (LCAP) and Budget

The Board of Education conducted a public hearing to receive input from any interested parties on the District's 2022-2023 Local Control and Accountability Plan (LCAP) and Budget which has been made available for public review prior to the Board meeting per Education Code Section 42103 and 52062, as presented.

Proposed Budget 2022-23 Public Hearing.pdf (OF 29,504)

There was no one present who wished to address the Board.

11.b First Reading of the 2022-2023 Burbank Unified School District Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP)

Peter Knapik, Director of Elementary Education, reported on the 2022-2023 Burbank Unified School District's Local Control and Accountability Plan (LCAP), as presented.

LCAP First Reading 6 16 22.pdf (OF 29,505)

There was no one present who wished to address the Board.

11.c First Reading of the District's 2022-2023 Proposed Budget

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on the first reading District's 2022-2023 Proposed Budget, as presented.

Proposed Budget 2022-23 First Reading Public Hearing & PPT.pdf (OF 29,506)

11.d Report on the Education Protection Account (EPA) 2022-2023

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on the Education Protection Account (EPA) 2022-2023, as presented.

EPA Report Hearing 2022-23.pdf (OF 29,507)

11.e Report on Excess Reserves

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

Excess Reserves - Ending Fund Balance.pdf (OF 29,508)

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 46 – Specifying Method of Payment and Word Limitation for Candidate Statements

That the Board of Education adopt Resolution 46 – Specifying Method of Payment and Word Limitation for Candidate Statements, as presented.

Resolution 46_Candidate Statements_061622.pdf (OF 29,509)

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

12.b Adoption of Resolution 47 Regarding the Education Protection Account (EPA) 2022-2023

That the Board of Education adopt Resolution 47 regarding the Education Protection Account (EPA) 2022-2023 for the portion of the state aid (Local Control Funding Formula (LCFF) Funds) identified as the EPA, be spent on the current costs of certificated teacher salaries and benefits, as presented.

Resolution 47 - EPA 2022-23.pdf (OF 29,510)

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

12.c Adoption of Resolution 48 Regarding the Classification of Fund Balances in Governmental Funds

That the Board of Education adopt Resolution 48 regarding the Classification of Fund Balances in Governmental Funds to establish committed reserves for STRS/PERS increases and Facilities Needs – Roofs and HVAC, Technology Infrastructure and Textbooks and Curricular Materials, as presented.

Resolution 48 - Commitment of Fund Balances.pdf (OF 29,511)

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

12.d Adoption of District-Wide Goals for 2022-2023

That the Board of Education adopt the BUSD District-Wide Goals for 2022-2023, as presented.

Adoption of District Wide Goals_2022-2023_061622.pdf (OF 29,512)

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

Vice President Ferguson asked for two check-in sessions during the coming school year on the new goals.

12.e Approval of Amended Class Schedule at Monterey High School

That the Board of Education approve the amended class schedule for Monterey High School, effective June 17, 2022, as presented.

MHS 6 19 22.pdf (OF 29,513)

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

12.f Approval of Universal Prekindergarten Plan

That the Board of Education approve the Universal Prekindergarten Plan effective June 17, 2022, through July 30, 2024, and that authority to sign this agreement be exercised pursuant to BUSD –AR 3314, as presented.

UPK Plan- 2021-22-06162022.pdf (OF 29,514)

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

12.g Approval of Expanded Learning Opportunities Program Plan

That the Board of Education approve the Expanded Learning Opportunities Program Plan effective June 17, 2022, through July 30, 2025, and that authority to sign this agreement be exercised pursuant to BUSD –AR 3314, as presented.

ELOP Plan Agreement-2021-22.pdf (OF 29,515)

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

12.h Acceptance of Gifts

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

Gift Report 06-16-22.pdf (OF 29,516)

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

13. CONSENT AGENDA

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education approve *items 13a through 13at, with the exception of items 13d, 13x, 13y, 13z, 13aa, and 13ai, which were voted on separately, as recommended.* The motion carried unanimously.

President Tabet asked to have item 13d voted on separately because the Minutes of the June 2, 2022 meeting were amended. Vice President Ferguson asked for Items 13x, 13y, 13z, and 13aa to be tabled due to student safety concerns until the District establishes a field trip policy as he had asked for previously, but the Board decided to vote on these items regardless. Vice President Ferguson asked for Item ai to be pulled for separate consideration, indicating that he was not happy with this vendor's provision of services.

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960006066, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective May 26, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. (Confidential Exhibit, OF 29,502)

SPED Student 960006066 Settlement Agreement.docx.pdf (OF 29,502)

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960035872, at no cost to the District (01.0-65360.0-57602-11900-5850-7440000), effective May 19, 2022 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035872 Settlement Agreement.docx (2).pdf (OF 29,502)

13.c Approval of Minutes

That the Board of Education approve the minutes of the Regular Board of Education Meeting of May 19, 2022, as presented.

Minutes.05.19.22.pdf (OF 29,517)

13.d Approval of Minutes

That the Board of Education approve the minutes of the Regular Board of Education Meeting of June 2, 2022, as presented.

Minutes.06.02.22.pdf (OF 29,518)

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

13.e Approval of Personnel Report Number 21-22-19

That the Board of Education approve Personnel Report number 21-22-19, covering Certificated and Classified personnel, and consisting of Pages 1 to 12 inclusive, as presented.

Personnel Report.pdf (OF 29,519)

13.f 2021-2022 Purchase Order Report

That the Board of Education approve Purchase Orders for 2021-2022 as listed through May 23, 2022, as presented.

2021-2022 Purchase Order Report.pdf (OF 29,520)

13.g Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $6,556,750.98 and commercial warrants in the total amount of $1,582,567.39, as presented.

Warrants.pdf (OF 29,521)

13.h Approval of Instructional Consultant Services

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

Inst Consultant 06162022.pdf (OF 29,522)

13.i Approval of Agreement for Non-Instructional Consultant Services

That the Board of Education ratify the non-instructional consultant agreement for special services, effective July 1, 2022 through December 31, 2022, not to exceed $30,000 (01.0-00000-0-00000-72000-5850-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Payroll Consultant 2022-23.pdf (OF 29,523)

13.j 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 Inst Redacted 06162022.pdf (OF 29,524)

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

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

Ratification Non Inst Redacted 06162022.pdf (OF 29,525)

13.l Approval of 2022-2023 Budget Calendar

That the Board of Education approve the budget calendar for the 2022-2023 fiscal year, as presented.

Budget Calendar 2022-23.pdf (OF 29,526)

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

That the Board of Education approve the agreement between Burbank Unified School District and California Financial Services (CFS) for the KeyAnalytics Services system effective July 1, 2022 through June 30, 2023, 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.

CFS Agreement 2022-23.pdf (OF 29,527)

13.n Authorization Year End Appropriation Transfers 2021-2022

That the Board of Education authorize Appropriation Transfers for 2021-2022 as permitted in Education Code sections 42600 and 42601, as presented.

Authorization Year End Appropriation Transfers 21-22.pdf (OF 29,528)

13.o Approval of District Memberships 2022-2023

That the Board of Education approve the memberships in professional organizations for 2022-2023, as presented.

District Memberships 2022-23.pdf (OF 29,529)

13.p Approval of School Site and Department Software Licenses and Memberships for 2022 - 2023

That the Board of Education approve the District Software Licenses and Memberships for the 2022-2023 school year, as presented.

Approval_School Site and Department Software Licenses and Memberships for 2022-2023_061622.pdf (OF 29,530)

13.q Approval of Agreement for Professional Services, TLC Auctions

That the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

TLC Auctions - Surplus Agreement 22-23.pdf (OF 29,531)

13.r Approval to Close Imprest Fund

That the Board of Education approve the closure of the Imprest Funds due to separation from the District, retirement or change in assignment, as presented.

Imprest Acct Closure - Huerta, BAS.pdf (OF 29,532)

13.s Approval to Establish Imprest Fund

That the Board of Education approve the establishment of the Imprest Fund due to new hire, retirement or change in assignment, as presented.

Imprest Accounts Establishment - Huerta, BAS.pdf (OF 29,533)

13.t Authorization to Issue a Replacement Check for Stale-Dated Warrant

That the Board of Education approve the reissuance and replace the warrant in the amount of $134.45, as presented.

Authorization to Reissue Stale-Dated Warrants.pdf (OF 29,534)

13.u Approval of Agreement– Concordia University

That the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and Concordia University to provide educational field experience, effective August 1, 2022, through August 1, 2025, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Concordia University.pdf (OF 29,535)

13.v Approval of Agreement– Alliant International University

That the Board of Education approve the Agreement between the Burbank Unified School District and Alliant International University to provide educational field experience, effective August 1, 2022 through August 1, 2025, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Alliant International University.pdf (OF 29,536)

13.w Approval of the Motor Vehicle Network (MVN) Agreement with Burbank Adult School

That the Board of Education approve the Agreement between Burbank Unified School District and the Motor Vehicle Network not to exceed $8,550 (11.0-3910.0-41101-27000-5850-5330000, 11.0-63910.0-41102-27000-5850-5330000, 11.0-63910.0-41104-27000-5850-5330000, 11.0-63910.0-41106-27000-5850-5330000), effective July 1, 2022 through June 30, 2023, as presented.

BAS MVN 6 16 22.pdf (OF 29,537)

13.x Approval of Contracts with High Trails, Inc. for McKinley and Miller Elementary Schools Outdoor Science School

That the Board of Education approve the contract with High Trails, effective June 17, 2022, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

McKinley Miller OSS High Trails Contract June 2022.pdf (OF 29,538)

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

13.y Approval of Contracts with Thousand Pines Outdoor Educators for Edison, Harte, and Washington Elementary Schools for Outdoor Science School

That the Board of Education approve the contract with High Trails, effective June 17, 2022, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Harte Edison Washington OSS Thousand Pines Contract June 2022.pdf (OF 29,539)

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

13.z Approval of Contracts with Emerald Cove Outdoor Science Institute for Emerson Elementary School Outdoor Science School

That the Board of Education approve the contract with Emerald Cove Outdoor Science Institute, effective June 17, 2022, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Emerson Emerald Cove OSS Contract June 2022.pdf (OF 29,540)

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

13.aa Approval of Contracts with Los Angeles County Outdoor Science School for Jefferson Elementary Schools for Outdoor Science School

That the Board of Education approve the contract with the Los Angeles County Office of Education, effective June 17, 2022, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Jefferson OSS LACOE Contract June 2022.pdf (OF 29,541)

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

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

That the Board of Education ratify an agreement between the Burbank Unified School District and Protocol Agency, Inc., to provide a Licensed Vocational Nurse (LVN), not to exceed $71,463.75 (01.0-65000.0-57602-11900-5850-744000) for Burbank special education student 960031340 June 6, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Protocol Agency_Ratified.pdf (OF 29,542)

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

That the Board of Education amend an agreement between the Burbank Unified School District and LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $164,000 (01.0-65000.0-57602-11901-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was June 17, 2021 for a total not to exceed $80,000. The District is obligated to provide interpreting and translation to special education students whose IEPs require it. The second amendment added $54,000 for a total not to exceed $134,000. This amendment adds an additional $30,000 to the agreement for a total not to exceed $164,000.

SPED Professional Services LRA Interpreters_Amended.pdf (OF 29,543)

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

That the Board of Education amend an agreement between Burbank Unified School District and Gary D Stromberg & Associates, LLC, to provide speech and language support and assessments, not to exceed $45,240 (01.0-65000.0-57602-11901-5850-7440000), effective February 24, 2022 through May 27, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was February 17, 2022 for a total not to exceed $45,249. This amendment adds an additional $10,179 to the agreement for a total not to exceed $55,419. This amendment also extends the end date from May 27, 2022 to July 14, 2022.

SPED Professional Services Gary Stromberg_Amended.pdf (OF 29,544)

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

That the Board of Education ratify an agreement between the Burbank Unified School District and SpeechCom Inc. for Special Education Student 110005348, no fiscal impact to District, through a ADR grant not to exceed $11,310 (01.0-65360.0-57602-11900-5850-7440000), effective May 24, 2022 through March 30, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 110005348 SpeechCom_Ratification.pdf (OF 29,545)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Debra Rondeau, to provide services and assessments for students with orthopedic impairments, not to exceed $7,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Debra Rondeau.pdf (OF 29,546)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Kids Physical Therapy, Inc., to provide physical therapy services for Burbank special education students, not to exceed $149,760 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Kids Physical Therapy.pdf (OF 29,547)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Sign Up Interpreting Services, LLC, to provide interpreting and translation for Burbank students, not to exceed $500,000 (01.0-65000.0-57602-11901-5850-

7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services Sign Up Interpreting.pdf (OF 29,548)

13.ai Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)

That the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2022 through June 30, 2023, not to exceed $150,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Hatch & Cesario - Sped Atty 22-23.pdf (OF 29,549)

It was moved by Steve Frintner, seconded by Armond Aghakhanian, that the Board of Education that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2022 through June 30, 2023, not to exceed $150,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented. The motion carried 3-2-0 with the following roll-call vote: AYES – Frintner, Tabet, and Aghakhanian. NAYS – Ferguson and Weisberg.

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

That the Board of Education amend an agreement between Burbank Unified School District and Gary D Stromberg & Associates, LLC, to provide speech and language support and assessments, not to exceed $45,240 (01.0-65000.0-57602-11901-5850-7440000), effective February 24, 2022 through May 27, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was February 17, 2022 for a total not to exceed $45,249. This amendment adds an additional $10,179 to the agreement for a total not to exceed $55,419. This amendment also extends the end date from May 27, 2022 to July 14, 2022.

SPED Professional Services Gary Stromberg_SLP_Amended.pdf (OF 29,550)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Center for Developing Kids, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960006163, not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective June 17, 2022 through December 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960006163 Center for Developing Kids.pdf (OF 29,551)

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

That the Board of Education approve the agreement between the Burbank Unified School District and Dr. Al Melaragno to provide authorized signatures for occupational therapy medical logs, as authorized by Education Code Section 17596, effective July 1, 2022 through June 30, 2023, not to exceed $1,000 (01.0-05640.0-57500-31400-5880-7448000), and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

SPED Professional Services Dr. Al Melaragno.pdf (OF 29,552)

13.am Amended Master Contract for Nonpublic, Nonsectarian Agency (Special Education)

That the Board of Education ratify the Master Contract for special education students, to be provided by Discovery Ranch, Nonpublic, Nonsectarian Agency, effective July 1, 2022 through June 30, 2023 (01.0-65000.0-57500- 11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Master Contract for Nonpublic, Nonsectarian Schools and Agencies, effective July 1, 2022 through June 30, 2023, was approved by the Board of Education June 2, 2022.

SPED Master Contract_Amendment.pdf (OF 29,553)

13.an Ratification of Master Contract for Nonpublic, Nonsectarian Agency (Special Education)

That the Board of Education ratify the Master Contract for special education students, to be provided by Casa Pacifica, Nonpublic, Nonsectarian Agency, effective June 1, 2022 through June 30, 2022 (01.0-65000.0-57500- 11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Master Contract for Nonpublic, Nonsectarian Schools and Agencies, effective July 1, 2021 through June 30, 2022, was approved by the Board of Education June 3, 2021.

SPED Master Contract_Ratification.docx.pdf (OF 29,554)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Hathaway Sycamores, to provide Educationally Related Mental Health services for special education students at Magnolia Park School, not to exceed $205,175.25 (1.0-33270.0-57601-11800-5810-7440000 = $172,241 and 01.0-65460.0-57601-1180-5810-7440000 = $32,934.25) Effective July 1, 2022 through July 31, 2023,

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

SPED Professional Services Hathaway-Sycamores.pdf (OF 29,555)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Audiology Solutions LA, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034080, not to exceed $1,700 (01.0-65000.0-57602-11900-5850-7440000), effective June 17, 2022 through December 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034080 Audiology Solutions.pdf (OF 29,556)

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

That the Board of Education amend an agreement between the Burbank Unified School District and 360 Degree Customer Inc. to provide support to BUSD students with IEPs, not to exceed $66,925, (01.0-65000.0-57602-11900-5850-744000), effective February 22, 2022 through July 8, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was March 17, 2022 for a total not to exceed $61,425. This amendment adds an additional $5,500 to the agreement for a total not to exceed $66,925. This amendment also extends the end date from May, 26, 2022 to July 8, 2022.

SPED Professional Services 360 Degree_Amendment.pdf (OF 29,557)

13.ar Approval of Additive Change No.2, Chalmers Construction Services, Inc., Demolition, Earthwork & AC Paving, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve additive change order No.2 to the agreement between Burbank Unified School District and Chalmers Construction Services, Inc. for the Demolition, Earthwork & AC Paving for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $527,450.15 (21.3-00000-0-91008-85000-6230-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented. Note: The increased amount of $4,725 brings the not to exceed amount to $527,450.15 for the demo and removal of paving under existing lunch area. This was not included in the initial scope.

5-19 CO2_Chalmers Demo & Earthwork_Disney_Bond.pdf (OF 29,558)

13.as Approval of Additive Change No.1, Marina Landscape Inc., Landscaping & Irrigation, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve additive change order No.1 to the agreement between Burbank Unified School District and Marina Landscape Inc. for Landscaping & Irrigation for the Two-Story Modular Building Project at Walt Disney Elementary School, effective March 5, 2021 through March 5, 2023, not to exceed $117,114.86 (21.3-00000-0-91008-85000-6170-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented. Note: The increased amount of $6,214.86 brings the not to exceed amount to $117,114.86 to remove and relocate sleeving previously installed.

6-16 CO1_Marina Landscape_Disney_Bond.pdf (OF 29,559)

13.at Approval of Additive Change No.8, H&S Electric Inc., Electrical & Low Voltage, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve additive change order No.8 to the agreement between Burbank Unified School District and H&S Electric Inc. for Electrical & Low Voltage for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $311,204.19 (21.3-00000-0-91008-85000-6230-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented. Note: The increased amount of $3,242.36 brings the not to exceed amount to $311,204.19 for the decommissioning of FA devices installed in two portable buildings that will be removed for the school site.

6-16 CO8_HS Electric_Disney_Bond.pdf (OF 29,560)

14. REQUESTS TO ADDRESS THE BOARD

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

Cali Myers, student, spoke about lockdown drills and how students do not know whether the drill is just a drill or an actual emergency. She spoke out against the new Gun World store and the existing gun stores that are in close proximity to District school sites. She said she set a timer for 3 minutes and 30 seconds because that is the Burbank Police Department's response time. She would like to see students in school zones, not gun stores.

Kelsey Myers, parent and spouse of a BUSD teacher, asked for weapons-free and gun-free buffer zones around school sites. He advocated for weapons-free zone signs in front of Burbank gun stores.
Meera Varma, alumnus of the Burbank High School class of 2018 and more recently an alumnus of UCLA, spoke about the importance of including the national suicide hotline number on the back of student ID cards. She said she struggled with mental health issues during her time at Burbank High School and she believes that inclusion of this telephone number would have helped her when she was attending high school.

14.b Superintendent's Comments and Responses

Superintendent Hill said that including the suicide hotline number is a statewide law and said that the District is now printing this number on the back of student ID cards. He said that Cali Myers' comments moved him greatly and he invited her to the upcoming Joint School Board/City Council meeting on July

19. He told Kelsey Myers that if someone sees someone with a weapon that they should call the Burbank Police Department.

14.c Board Members' Comments and Responses

Member Aghakhanian said that he felt that people need to talk about mental health and take away the stigma felt by those who experience mental health issues. He told Kelsey and Cali Myers that students should not have to deal with the fear surrounding the proliferation of gun stores in Burbank and said that he feels people need to come up with some creative solutions.

Member Frintner thanked Ms. Varma for her advocacy and thanked the Myers family for their comments, encouraging them to come to the Joint Meeting on July 19.

Clerk Weisberg thanked Ms. Varma for coming back to share her insights. She thanked Cali Myers for her comments regarding gun violence and also encouraged her to attend and speak at the upcoming Joint Meeting. She shared some of the ideas that the School Board and City Council have been discussing with regard to limiting the number of gun stores in Burbank and strengthening safety and security measures in the vicinity of gun stores.

Vice President Ferguson said he would not want to be in school today due to the fear students experience due to gun violence. He said he feels City Council needs to move on the gun store proliferation issue. He lamented that one City Council Member has already said they cannot attend due to a conflicting meeting in Washington, DC, and he feels like they should be here instead doing their job for their constituents. He thanked Ms. Varma for her advocacy of suicide prevention and said that he would like to put her in contact with State Senator Anthony Portantino so that he can share with her his personal experience on this topic.

President Tabet said that mental health in this District has jumped leaps and bounds in recent years, but it is still not enough as there are still people begging for help. She thanked Kelsey and Cali Myers for coming tonight and pointed out that residents have mobilized on other issues (such as objecting to a fast food restaurant or a superstore opening) so she is wondering where the residents are tonight on this issue, which is even more important. She said that she would like to see residents pack the room at the Joint Meeting.

President Tabet read out the retirements.

15. ADJOURNMENT

President Tabet adjourned the meeting at 10:27 in the memory of Susan Foy.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

7/21/2022
_____ _____
DATE EMILY WEISBERG, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

June 28, 2022

District Office Board Room
1900 W. Olive Avenue
Burbank, California

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

1) CALL TO ORDER/PLEDGE OF ALLEGIANCE

President Tabet called the meeting to order at 6:00 p.m. President Tabet led the Pledge of Allegiance.

2) REQUESTS TO ADDRESS THE BOARD

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

Michelle Gogh, parent, spoke about the overnight trip policy and would like the vaccine mandate removed.

Jose Aviles, parent, spoke about the overnight trip policy and would like the vaccine mandate removed.

2.b Superintendent's Comments and Responses

None

2.c Board Members' Comments and Responses

President Tabet said the overnight trip policy would be added to a future meeting for discussion.
The meeting adjourned to Closed Session at 6:13 p.m.

3) CLOSED SESSION

3.a Public Employee Performance Evaluation Pursuant to Government Code §54957

Title: Superintendent of Schools

4) REPORTING ON CLOSED SESSION
President Tabet reported that item 3a was for discussion only with no action taken.

5) RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

The meeting reconvened in Public Session at 8:16 p.m., and was adjourned at 8:17 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

7/21/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

July 7, 2022

District Office Board Room
1900 W. Olive Avenue
Burbank, California

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

Also present was Matt Hill, Superintendent.

1) CALL TO ORDER/PLEDGE OF ALLEGIANCE

President Tabet called the meeting to order at 8:33 a.m. President Tabet, led the Pledge of Allegiance.

2) REQUESTS TO ADDRESS THE BOARD

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

Joel Schlossman, parent, spoke about the Superintendent's Evaluation.

Adriana Arias, parent, spoke about the overnight trip policy and asked for the vaccine mandate to be removed.

Louis Ayala, employee, spoke about the Superintendent's Evaluation.

Michelle Gogh, parent, spoke about overnight trip policy and asked for the vaccine mandate to be removed.

Sean Barton, parent, spoke about the Superintendent's Evaluation.

Bethany Wolf Tulgar, parent, spoke about the Superintendent's Evaluation.

2.b Superintendent's Comments and Responses

Superintendent Hill thanked the speakers and said the overnight trip policy will be on the agenda for the July 21st board meeting.

2.c Board Members' Comments and Responses

Board members thanked the public for their input and said that they would take it into consideration as they completed the Superintendent's evaluation.

The meeting adjourned to Closed Session at 9:03 a.m.

3) CLOSED SESSION

3.a Public Employee Performance Evaluation Pursuant to Government Code §54957

Title: Superintendent of Schools

4) REPORTING ON CLOSED SESSION

President Tabet reported that item 3a was for discussion only with no action taken.

5) RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

The meeting reconvened in Public Session at 10:17 a.m., and was adjourned at 10:18 a.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

7/21/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

TO: Board of Education / Superintendent Consent 7/21/2022

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

SUBJECT: Certificated Personnel - Report Number 22-23-01 It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

ELECTION: ADULT SCHOOL SUB	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HUTCHINGS, LUSINE Adult School	Adult Ed Sub Teacher Substitute Teacher	11.0-63910.0-41106-10000-1160-5330000	100			5/26/2022

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MULLOY, SHAWN Mc Kinley Elementary School	Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2090000	100	RA:006 - ST:24	Began Service 9/5/1985	6/30/2022

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHUNG, LI HSIANG Burroughs High School	Counselor - FTE:100%	01.0-00000.0-00000-31100-1211-4320000	100	STP: $1345	Began service 8/1/2017	6/27/2022
YOUNG, BRANDI Washington Elementary School	Elementary School Principal Elementary Principal - FTE:100%	01.0-00000.0-00000-27000-1312-2160000	100		Began Service 8/7/2012	6/30/2022
SOLARES, SILVIA Disney Elementary School	Elementary Teacher Teacher Dual Immersion Primary -	01.0-00000.0-47601-10000-1110-2010000 01.0-01500.0-47601-10000-1110-2010000	61 39	STP: $2690	Began Service 8/8/2016	6/30/2022
KUBECZKA, DEBORAH Jefferson Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100		Began Service 8/30/2004	6/30/2022
PALERMO, KASEY Mc Kinley Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2090000	100	STP: $1345	Began Service 8/5/2019	6/30/2022
COVINGTON, JILLIAN Thomas Edison Elementary School	Elementary Teacher Elementary Teacher-temporary -	01.0-00000.0-11100-10000-1110-2020000	100	STP: $1345	Began Service 10/01/2008	6/30/2022
MURPHY, ALLISON Burbank High School	High School Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	STP: $1345	Began service 8/6/2018	7/15/2022
MEGLEMRE, JENNIFER Huerta Middle School	Principal Jr. High - FTE:100%	01.0-00000.0-00000-27000-1312-3210000	100	STP: $4765	Began service 8/27/2001	6/7/2022

BRINTON, CRISTY Luther Middle School	Special Ed Teacher - FTE:100%	01.0-65000.0-57602-11200-1110-3200000	100	STP: $1345	Began service 8/7/2012	7/14/2022
FARAZDAGHI, MOHAMMAD Human Resources	Sub Tchr/spec Ed Sub Tchr	01.0-00000.0-11100-10000-1160-7550000	100		Began Service 12/4/2019	4/22/2022
FELKNER, ASHLEY Human Resources	Sub Tchr/spec Ed Sub Tchr	01.0-00000.0-11100-10000-1160-7550000	100		Began Service 8/14/2017	6/9/2022
GILL, DANIELLE Emerson Elementary School	Teacher RSP - FTE:100%	01.0-65000.0-57602-11100-1110-2030000	100	STP: $1345	Began Service 8/1/2017	7/1/2022
SHIN, HELEN Emerson Elementary School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2030000	100		Began Service 8/10/2015	6/30/2022
BEAL, DENA John Muir Middle School	Teacher - FTE:100%	01.0-65000.0-57602-11200-1110-3220000 01.0-65000.0-57602-11100-1110-3220000	60 40	STP: $2690	Began service 8/6/2018	6/30/2022

RESIGNATION/POSITION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
LEMONS, JULIE Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:100%	12.0-90602.0-11100-10000-1110-2140000	100	STP: $79		5/31/2022

TERMINATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BITNER, ELIZABETH Burbank High School	Special Ed Teacher - FTE:100%	01.0-65000.0-57602-11100-1110-4310000	100	STP: $2690	Began Service 8/12/2010	6/25/2022

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HUANG, YENWEN John Muir Middle School	Middle School Teacher Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:005 - ST:04 STP: $1345		8/8/2022
BAUGUS, KARINA Harte Elementary School	Special Ed Teacher SDC - Elementary - FTE:100%	01.0-65000.0-57602-11100-1110-2050000	100	RA:003 - ST:01		8/8/2022
GONZALEZ AL-AHMAR, EMILIO Huerta Middle School	Teacher Music - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:004 - ST:02	Temp to Prob 2	8/8/2022

ELECTION: SUMMER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DAWES, JACKIE Burbank High School	Teacher: Summer School SPED Credit Recovery	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022
GOMEZ, JENNIFER Burbank High School	Teacher: Summer School SPED Credit Recovery	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022
KEELER, FRED Instructional Services	Teacher: Summer School ILA Summer Assignment	01.0-01500.0-11100-10000-1130-5480000	100		Summer School ILA	6/2/2022 7/12/2022
KIM, JUNG Instructional Services	Teacher: Summer School ILA Summer Assignment	01.0-01500.0-11100-10000-1130-5480000	100		Summer School ILA	6/2/2022 7/12/2022

LEE, DARA Instructional Services	Teacher: Summer School ILA Summer Assignment	01.0-01500.0-11100-10000-1130-5480000	100		Summer School ILA	6/2/2022 7/12/2022
NIXON, DANIELLE Instructional Services	Teacher: Summer School ILA Summer Assignment	01.0-01500.0-11100-10000-1130-5480000	100		Summer School ILA	6/2/2022 7/12/2022

ELECTION: SUMMER NURSE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
AGUILERA, LENORA Special Education	Nurse Summer School Nurse	01.0-65000.0-50010-31400-1230-5480000	100		Summer School 2022	6/2/2022 7/14/2022

ELECTION: MANAGEMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALMER, JENNIFER Emerson Elementary School	Elementary School Principal Principal - FTE:100%	01.0-00000.0-00000-27000-1312-2030000	100	STP: $1413	Elementary Principal	7/1/2022
VINYARD, LAURA Washington Elementary School	Elementary School Principal Principal - FTE:100%	01.0-00000.0-00000-27000-1312-2160000	100	STP: $1413	Elementary Principal	7/1/2022
MARKUSSEN, JULIE Burbank High School	High School Principal HS Principal - FTE:100%	01.0-00000.0-00000-27000-1312-4310000	100	STP: $1412.25	Principal High School	7/1/2022
CUSEO, VICTORIA Burroughs High School	Hs Asst Principal HS Assistant Principal - FTE:100%	01.0-00000.0-00000-27000-1313-4320000	100	STP: $1345	From teacher to AP High School	7/1/2022
KNOOP, KENNETH Huerta Middle School	Middle School Principal Middle School Principal - FTE:100%	01.0-00000.0-00000-27000-1312-3210000	100	STP: $1412.25	Principal Huerta Middle School	7/01/2022
FIELDS, JENNA Special Education	School Psychologist I Psychologist I - FTE:100%	01.0-00000.0-00000-31200-1214-7440000	100	STP: $1412		7/1/2022
KIMBLE, ERIN Special Education	School Psychologist I Psychologist I - FTE:100%	01.0-00000.0-00000-31200-1214-7440000	100	STP: $1412		7/1/2022

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALMANZAR-LEAL, CAROLINA Burbank High School	Teacher: Summer School Substitute Teacher	01.0-01500.0-11100-10000-1130-5480000	100			6/2/2022 6/27/2022
BARAJAS, DENISE Burbank High School	Teacher: Summer School Substitute Teacher	01.0-01500.0-11100-10000-1130-7420000	100			6/2/2022 6/27/2022

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SMITH, DOUGLAS Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:24 STP: $1345	General Purpose LOA 22 -23	8/8/2022 5/26/2023
WILLIAMS, DENA Burroughs High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:22 STP: $1345	General Purpose LOA 22 -23	8/8/2022 5/26/2023

LEAVE OF ABSENCE (UNPAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
STEINBERG, JESSIE Burroughs High School	Counselor - FTE:100%	01.0-00000.0-00000-31100-1211-4320000	100	RA:006 - ST:07 STP: $1345	Child Care Unpaid Leave	7/28/2022 12/23/2022

STIPEND: MASTER TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHUGG, KELLI Human Resources	Teacher: Master Teacher Master Teacher Stipend	01.0-90904.0-00000-21402-1930-75580000	100		Master Teacher for National University	1/1/2022 6/30/2022
RODNEY, JOHN Human Resources	Teacher: Master Teacher Master Teacher Stipend	01.0-90904.0-00000-21402-1930-75580000	100		Master Teacher for National University	1/1/2022 6/30/2022

ELECTION: SUMMER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HOWITT, ELAYNE Adult School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11106-1130-5480000	100		Summer School 2022	6/2/2022 7/14/2022
RUBACK, SHARYL Adult School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11106-1130-5480000	100		Summer School 2022	6/2/2022 7/14/2022
ALMANZAR-LEAL, CAROLINA Burbank High School	Teacher: Summer School GI-Spanish	01.0-01500.0-11100-10000-1130-5480000	100		Summer School 2022	6/2/2022 7/14/2022
AVAGYAN, ANOUSH Burbank High School	Teacher: Summer School CR - ELD	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022
BARAJAS, DENISE Burbank High School	Teacher: Summer School CR-EarthSpaceSci	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022
BAROUTGIAN, ELIZABETH Burbank High School	Teacher: Summer School CR-English	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022
BERICH, ERIN Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2022	6/2/2022 7/14/2022
BERNER, THERESE Burbank High School	Teacher: Summer School IC-APEXHealth	01.0-01500.0-11100-10000-1130-5480000	100		Summer School 2022	6/2/2022 7/14/2022
BRECKLEY, JOSHUA Burbank High School	Teacher: Summer School APE program	01.0-65000.0-57602-11902-1130-5480000	100		Summer School 2022	6/2/2022 7/14/2022
BRINTON, CHRISTY Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100		Summer School 2022	6/2/2022 7/14/2022
CASPER, JENNIFER Burbank High School	Teacher: Summer School MSMA-Math 8	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022
CHAE, DAVID Burbank High School	Teacher: Summer School CR-Geometry	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022
COYLE, JAMES Burbank High School	Teacher: Summer School CR-English	01.0-01500.0-11100-10000-1130-7420000	100		Summer School 2022	6/2/2022 7/14/2022

CRUZ, MORGAN Burbank High School	Teacher: Summer School CR-Algebra	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
CURRAN, EMILY Burbank High School	Teacher: Summer School APE program	01.0-65000.0-57602-11902-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
CZERWINSKI, JAMES Burbank High School	Teacher: Summer School MSMA-Math 8	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
DIFONZO, NAKOTA Burbank High School	Teacher: Summer School CR-Wrld Hist	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
FERERA, CHRIS Burbank High School	Teacher: Summer School CR-Wrld Hist	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
FERNANDO, GAJAN Burbank High School	Teacher: Summer School CR-Algebra	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
FITZGERALD, KYLE Burbank High School	Teacher: Summer School IC-APEX US Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
FLORES, JACOB Burbank High School	Teacher: Summer School Summer School	01.0-01500.0-00000-31100-1230-7420000	100	Summer School 2022	6/2/2022 7/14/2022
FREEMAN, ELISA Burbank High School	Teacher: Summer School IC-APEXHealth	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
GERONIMO, EDGARDO Burbank High School	Teacher: Summer School IC-APEX Wrld Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
GODLEY, ELIZABETH Burbank High School	Teacher: Summer School Summer Teacher	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
GONZALEZ, AMANDA Burbank High School	Teacher: Summer School CR-Algebra	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
GOOD, HEATHER Burbank High School	Teacher: Summer School GI-English	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
GRIGORIAN, GRANT Burbank High School	Teacher: Summer School CR-Geometry	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
HAWTHORNE, RICKIE Burbank High School	Teacher: Summer School CR-PE	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
HEDIN-ABREU, DAVID Burbank High School	Teacher: Summer School CR-Algebra	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
HOOD, LARVELL Burbank High School	Teacher: Summer School IC-APEX PE	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
HOWARD, CATHY Burbank High School	Teacher: Summer School MSMA-Algebra 1	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
JAMISON, MOZHDEH Burbank High School	Teacher: Summer School MSMA-Math 8	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022

JUNKERMEIER, JOSHUA Burbank High School	Teacher: Summer School IC-APEXHealth	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
KIM, YOUNG Burbank High School	Teacher: Summer School GI-Algebra/Geometry	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
LUCAS, AMY Burbank High School	Teacher: Summer School IC-APEXHealth	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
MALINOVSKY, KAITLYN Burbank High School	Teacher: Summer School CR-Biology	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
MCCLURE, HEATHER Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11104-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
MCMAHON, AMANDA Burbank High School	Teacher: Summer School GI-English	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
MENKE, ERICA Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
MOLINA, CESAR Burbank High School	Teacher: Summer School Summer Teacher	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
MORREALE, KATELYN Burbank High School	Teacher: Summer School IC-PE	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
MUCHA, MICHELLE Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
MULLADY, JERRY Burbank High School	Teacher: Summer School IC-APEX US Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
MURPHY, ALLISON Burbank High School	Teacher: Summer School IC-APEX US Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
O'KEEFE, HEATHER Burbank High School	Teacher: Summer School GI-Biology/Chemistry	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
OLFATI, GOLAK Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11108-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
OLIVER, YVONNE Burbank High School	Teacher: Summer School CR-English	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
ORSINI, MARIANNA Burbank High School	Teacher: Summer School CR-English	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
OUM, SOTHAVY Burbank High School	Teacher: Summer School MSMA-Math 7	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
PERLIS, DEBORAH Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11108-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
PETRENCO, TANASE Burbank High School	Teacher: Summer School CR-Algebra	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022

PIERCE, EMILY Burbank High School	Teacher: Summer School IC-PE	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
RAPP, TREVOR Burbank High School	Teacher: Summer School IC-APEX US Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
REAL, EDWIN Burbank High School	Teacher: Summer School CR-PE	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
REILY, MIKE Burbank High School	Teacher: Summer School CR-Non Grad	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
RUSSON, ROBYN Burbank High School	Teacher: Summer School IC-APEXHealth	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
SCHACKNE, JESSICA Burbank High School	Teacher: Summer School MSMA-Math 7	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
SNOWDEN, DAWN Burbank High School	Teacher: Summer School CR-US History	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
SPARGUR, CONRAD Burbank High School	Teacher: Summer School GI-US History/WrlHist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
STEWART, DAVID Burbank High School	Teacher: Summer School IC-APEX Wrld Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
TIPTON, WAYNE Burbank High School	Teacher: Summer School IC-APEX Wrld Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
VALLE, JOSE Burbank High School	Teacher: Summer School IC-APEXHealth	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
WAHE, DEBRA Burbank High School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
WARREN, WILL Burbank High School	Teacher: Summer School IC-APEX Wrld Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
ZACHER, MARIANNA Burbank High School	Teacher: Summer School IC-APEX Wrld Hist	01.0-01500.0-11100-10000-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
ZIMNY, PAMELA Burbank High School	Teacher: Summer School CR-English	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022	6/2/2022 7/14/2022
BALISY, TAWNYA Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
CALDERON, SALLY Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
CROSBY, LUCY Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
MARTINEZ, ALLISON Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022

STIRES, MEGAN Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
ZSUPNIK, CATHLEEN Child Care Center	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57300-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
AGUILERA, LENORA Instructional Services	Teacher: Summer School Summer School Nurse ELOP	01.0-26000.0-00000-31400-1230-54890000	100	Summer School 2022	6/2/2022 7/21/2022
ALEMAN, RICHERE Instructional Services	Teacher: Summer School Summer School Nurse ELOP	01.0-26000.0-00000-31400-1230-54890000	100	Summer School 2022	6/2/2022 7/21/2022
GOLDENBERG Instructional Services	Teacher: Summer School Elem Summer TOSA 2021 @ Miller	01.0-26000.0-00000-21400-1930-5489000	100	Summer School 2022 - Elem TOSA @ Providencia	6/6/2022 7/31/2022
JACKSON, ANNA Instructional Services	Teacher: Summer School Summer School Nurse ELOP	01.0-26000.0-00000-31400-1230-54890000	100	Summer School 2022	6/2/2022 7/21/2022
OLDROYD, JENNIFER Instructional Services	Teacher: Summer School Summer School Nurse ELOP	01.0-26000.0-00000-31400-1230-54890000	100	Summer School 2022	6/2/2022 7/21/2022
ADAMS, ANDRIA J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
CABRAL, NATALIE J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
CATES, LISA J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
GODLEY, ELIZABETH J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/20/2022 7/29/2022
GRIFFITH, JENNIFER J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
KIELEN, SUSAN J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
RICHARD-TARANDEK, GENEVA J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
SMITH, KOURTNEY J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
TIMMONS, CHRISTY J Miller Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
DIAMOND, ERIN Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
DORSEY, ERIN Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022

ECHEVERRIA, ELSA Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
HAMDEN, RUSH Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
KENNY, SHELBY Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
TA, NIEN Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
WARNER, JACKSON Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
YOUNG, AMBER Mc Kinley Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
BALLESTEROS, NIDA Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
EVERETT, LATOYA Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
KELLY, LAURY Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
MARINO, ERIN Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
MICHELMAN, ANN Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
ROSS, DEIDRA Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
SHAZARIAN, ARPINE Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
WROBEL, ELIZABETH Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
WROBEL, ELIZABETH Providencia Elementary School	Teacher: Summer School Summer Learning Academy	01.0-26000.0-11100-10000-1130-5489000	100	Summer School 2022	6/2/2022 7/29/2022
APLASCA, AVRIL Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
BADDERS, RANDALL Special Education	Teacher: Summer School Summer School 2022	01.0-65000.0-57601-11100-1130-5178000	100	Summer School 2022~Hourly equivalent per contract	6/2/2022 7/14/2022
COZZI, ANGELA Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022

GHAZARIAN, JOANIE Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
HERNANDEZ, AMALIZ Special Education	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11901-1130-5480000	100	Summer School 2022	6/2/2022 7/14/2022
HESS-WITUCKI, MAGGIE Special Education	Teacher: Summer School Summer School 2022	01.0-65000.0-57601-11100-1130-5178000	100	Summer School 2022~Hourly equivalent per contract	6/2/2022 7/14/2022
AMIT, JAIME Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
BIGGER, DENA Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11104-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
CAPELLE, MELISSA Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
COLLINS, BRIAN Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
COLLINS, CHANDRA Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
DAGATA, PATTY Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
GREENBERG, RACHEL Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
HYSLOP, MOLLY Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
KNIGHT, KASEY Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
KNIGHT, KASEY Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
LARSON, SARAH Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
LEVI, JULIE Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
MATSUI VON ETZOWGU, SARAH Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
MINDEL, BRITTANY Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
MIRON, CRYSTAL Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022

PELINO, JULIE Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
SEALE, ANDREA Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
STEWART, CARLA Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57601-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
WENZEL, ANNE Washington Elementary School	Teacher: Summer School Summer ESY Teacher	01.0-65000.0-57602-11100-1130-5480000	100	Summer School 2022	6/2/2022 7/8/2022
GRIBBLE, LAURA Burbank High School	Teacher: Tosa MA - MSMath	01.0-01500.0-11100-10000-1130-7420000	100	Summer School 2022 - SS TOSA	6/2/2022 7/14/2022
PERRY, BARBARA Special Education	Teacher:summer School Elem. Sped SS TOSA 2020	01.0-65000.0-50010-21000-1930-5480000	100	Summer School 2022-SpEd TOSA	6/2/2022 7/31/2022

ELECTION: SUMMER SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHRISTOFFERSEN, ERIC Human Resources	Ss Sub Tchr/ss Spec Ed	01.0-00000.0-11100-10000-1160-7550000	100			6/6/2022 7/21/2022
OLKOWSKI, JOSHUA Human Resources	Ss Sub Tchr/ss Spec Ed	01.0-00000.0-11100-10000-1160-7550000	100			6/6/2022 7/21/2022
STEWART, CARLY Human Resources	Ss Sub Tchr/ss Spec Ed	01.0-00000.0-11100-10000-1160-7550000	100			6/6/2022 7/21/2022

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 22-23-01

July 21, 2022
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Abasta, Diana	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Abasta, Diana	Instr. Services	Intervention Planning	Hourly	$33.77	3.5	June
Abdelmalak, Bushra	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Adams, Kelly	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Aguilera, Lenora	Health Srvs	Summer Assignment	Hourly	$57.03	16.5	June - July
Aleman, Richere	Health Srvs	Retention Bonus	Stipend	$10,000	1	August - May
Aleman, Richere	Health Srvs	Summer Assignment	Hourly	$45.52	132	June - July
Alpert, Madeline	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Armes, Deborah	Providencia	Intervention Planning	Hourly	$33.77	5	June
Armes, Deborah	Providencia	Intervention Planning	Hourly	$33.77	5	June
Asmussen, Liann	Muir	Department Chair Electives	Stipend	$1,477	1	January - June
Baker, Ryan	CC	Summer Assignment	Hourly	$25.09	408	May - August
Baroutgian, Elizabeth	JBHS	Intervention Planning	Hourly	$33.77	12	June
Baroutgian, Elizabeth	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Beal, Briana	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Beal, Dena	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Bigger, Dena	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Binda, Lucein	JBHS	Coaching -Softball CIF	Stipend	$424	1	June
Blinder, Eric	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Brown, Susannah	Providencia	Intervention Planning	Hourly	$33.77	5	June
Carlton, Alexandra	JBHS	Intervention Planning	Hourly	$33.77	12	June
Cera, Patricia	CC	Additional hours at assignment	Hourly	$20.63	.5	May
Chaja, Natasha	Spec Ed	Additional Duties	Hourly	$473.33	6	July
Cook, Jacob	JBHS	Coaching -Water Polo/summer	Stipend	$3686.40	1	June - July
Cooney, Margaret	Adult	Intervention Planning	Hourly	$22.98	20	June - July
Cortez, Kimberly	Health Srvs	Summer Assignment	Hourly	$45.52	132	June - July
Cortez, Kimberly	Health Srvs	Retention Bonus	Stipend	$9,261.28	1	August – May
Cortez, Kimberly	Spec Ed	Additional Duties Hourly Equiv.	Hourly	$49.08	20	June

Cortez, Kimberly	Spec Ed	Additional Duties Hourly Equiv.	Hourly	$49.08	20	July
Coughlin, Monica	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Coyne, Emilie	Providencia	Intervention Planning	Hourly	$33.77	5	June
Coyne, Marie	Providencia	Intervention Planning	Hourly	$33.77	5	June
Cuthbertson, Timothy	BHS	Department Chair-Science	Stipend	$1,477	1	January - May
Czerwinski, James	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Dam. Abigail	JBHS	Intervention Planning	Hourly	$33.77	12	June
Delanater, Maygan	Health Srvs	Summer Assignment	Hourly	$45.52	132	June - July
De La Torre, Malia	JBHS	Intervention Planning	Hourly	$33.77	12	June
Del Rio, Erica	CC	Summer Assignment	Hourly	$23.88	100	June
Ditty, Barbara	Providencia	Intervention Planning	Hourly	$33.77	5	June
Dixon, Kevin	BHS	Intervention Teaching	Hourly	$45.52	7	May
Doyle, Zack	BHS	Coaching – Varsity Swim	Stipend	$3,731	1	February - June
Dysthe, Diana	BHS	Summer Assignment	Hourly	$45.52	18	June - July
Eldridge, Erica	Providencia	Intervention Planning	Hourly	$33.77	5	June
Ellingsworth, Brandy	Washington	Intervention Planning	Hourly	$33.77	12	May - June
Enokian, Stefanie	Instr. Services	Intervention Planning	Hourly	$33.77	12	May
Esagholian, Mariet	CC	Summer Assignment	Hourly	$23.88	408	May - August
Eskandar, Catherine	Huerta	Department Chair Math	Stipend	$1,477	1	January - June
Ewan, Wendy	Adult	Summer Assignment	Hourly	$40.08	3	June
Ewan, Wendy	Adult	Intervention Planning	Hourly	$22.98	20	June - July
Ewan, Wendy	Adult	Additional Hours at Assignment	Hourly	$44.72	8	July
Farmer, Deborah	Washington	Intervention Planning	Hourly	$33.77	24	June
Ferera, Christopher	BHS	Intervention Planning	Hourly	$33.77	4	June
Fitzgerald, Kyle	JBHS	Coaching -T&F CIF	Stipend	$212	1	June
Flores, Jacob	BHS	Intervention Teaching	Hourly	$45.52	2	May
Fuhr, Amy	Huerta	Department Chair Soc. Science	Stipend	$1,477	1	January - June
Gamboa, Patricia	Adult	Intervention Planning	Hourly	$22.98	20	June - July
Garcia, Hilde	Disney	Intervention Planning	Hourly	$33.77	18	June
Garfiaz, Jocelyn	CC	Summer Assignment	Hourly	$26,33	110.25	June
Gomez, Jennifer	Spec Ed	Intervention Teaching	Hourly	$45.52	11	July
Gomez, Jennifer	Spec Ed	Intervention Teaching	Hourly	$45.52	22	June
Godoy-Travieso, P.	Health Srvs	Retention Bonus	Stipend	$2,000	1	August - May
Griffin, Jamie	Huerta	Department Chair PE	Stipend	$1,477	1	January - June
Grimshaw, Douglas	BHS	Coaching -Golf CIF	Stipend	$191	1	June
Gutierrez, Francisco	Instr. Services	Intervention Planning	Hourly	$33.77	3	June

Guyon, Jessica	BHS	Intervention Teaching	Hourly	$45.52	5	May
Hacker, Jan	ILA	Summer Assignment	Hourly	$45.52	10	June - July
Huizar, Ellen	Muir	Intervention Teaching	Hourly	$45.52	24	June
Hunter, Emily	Instr. Services	Intervention Planning	Hourly	$33.77	2	June
Hunter, Emily	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Hutchings, Lusine	Adult	Intervention Planning	Hourly	$22.98	20	June - July
Ignatian, Dawn	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Jackson, Anna	Health Srvs	Retention Bonus	Stipend	$10,000	1	August - May
Jackson, Anna	Health Srvs	Summer Assignment	Hourly	$45.52	132	June - July
Jackson, Kirsten	Providencia	Intervention Planning	Hourly	$33.77	20	June
Jones, Ana	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Kalachi, Monique	McKinley	Intervention Planning	Hourly	$33.77	10	June
Karapetian, Lusine	Harte CC	Add'l hours at Assignment	Hourly	$22.73	156	May – August
Karapetian, Lusine	Harte CC	Add'l hours at Assignment	Hourly	$22.73	105	July – August
Karapetian, Lusine	Harte CC	Add'l hours at Assignment	Hourly	$22.73	69	May - June
Kaur, Harjot	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Keeler, Fred	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Kepski, Erica	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Keshishi, Yvette	Adult	Intervention Planning	Hourly	$22.98	20	June - July
King, Denise	Providencia	Intervention Planning	Hourly	$33.77	5	June
King, Denise	Providencia	Intervention Planning	Hourly	$33.77	5	June
King, Jennifer	Spec Ed	Home Teacher	Hourly	$36.09	6	July
Klink, Joseph	BHS	Coaching -Swim CIF	Stipend	$382	1	June
Knight, Cari	Instr. Services	Intervention Planning	Hourly	$33.77	2	June
Landin-White, Theresa	Washington	Intervention Planning	Hourly	$33.77	12	May - June
Lara, Marlene	Instr. Services	Intervention Planning	Hourly	$33.77	2	June
Lara, Marlene	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
LeMaster, Anna	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
LeMaster, Anna	Instr. Services	Intervention Planning	Hourly	$33.77	3.5	June
Lerner, Lia	Adult	Intervention Planning	Hourly	$22.98	20	June - July
Lohr, Jason	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Lopez, Melody	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Mayes, Jessica	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Manoukian, Zare	JBHS	Intervention Planning	Hourly	$33.77	12	June
Martinez, Izabelle	Health Srvs	Retention Bonus	Stipend	$6,000	1	August - May
Matsumoto, Linda	Adult	Intervention Planning	Hourly	$22.98	10	June

Mayes, Jessica	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
McClure, Heather	Spec Ed	Intervention Teaching	Hourly	$45.52	35	July – October
McClure, Heather	Spec Ed	Intervention Teaching	Hourly	$45.52	46	June
McNiff, Paul	Instr. Services	Intervention Planning	Hourly	$33.77	3.5	June
Menke, Erica	Spec Ed	Intervention Teaching	Hourly	$45.52	100	June
Menke, Erica	Spec Ed	Intervention Teaching	Hourly	$45.52	100	August - October
Meza, Manuela	Adult	Additional Hours at Assignment	Hourly	$48.72	18	July
Miller, Kimbra	Spec Ed	Intervention Teaching	Hourly	$45.52	4	July
Miller, Kimbra	Spec Ed	Intervention Teaching	Hourly	$45.52	20	June
Miller, Kimbra	Spec Ed	Intervention Planning	Hourly	$33.77	2	June
Miller, Kimbra	Spec Ed	Intervention Planning	Hourly	$33.77	1	July
Miller, Wendy	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Mitchell, Chris	Huerta	Department Chair Electives	Stipend	$1,477	1	January - June
Moench, Jocelyn	CC	Summer Assignment	Hourly	$26.33	182	May - August
Mohler, Chez-r-rae	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Moses, Jennifer	Instr. Services	Intervention Planning	Hourly	$33.77	2	June
Moses, Jennifer	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Movsessian, Arin	BHS	Coaching – Tennis	Stipend	$500	1	June
Movsessian, Arin	BHS	Coaching -Tennis CIF	Stipend	$318	1	June
Mucha, Michelle	Spec Ed	Home Teacher	Hourly	$36.09	34	July - August
Murphy, Bridgett	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Myers, Guy	JBHS	Intervention Planning	Hourly	$33.77	12	June
Nakashima, Karen	JBHS	Intervention Planning	Hourly	$33.77	12	June
Nicol, Doug	JBHS	Coaching -Softball CIF	Stipend	$764	1	June
Noss, Marianne	Adult	Intervention Planning	Hourly	$22.98	20	June - July
O'Keefe, Heather	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Olfati, Golak	Spec Ed	Intervention Teaching	Hourly	$45.52	27.5	June
Olfati, Golak	Spec Ed	Intervention Teaching	Hourly	$45.52	11	July
Pamilar, Carina	Adult	Additional Hours at Assignment	Hourly	$44.72	40	July
Pamilar, Carina	Adult	Additional Hours at Assignment	Hourly	$44.72	70	July
Peebles, John	JBHS	Coaching -T&F CIF	Stipend	$212	1	June
Perlis, Deborah	Spec Ed	Intervention Teaching	Hourly	$45.52	10	July – June
Perlis, Deborah	Spec Ed	Intervention Planning	Hourly	$33.77	10	July - June
Perry, Barbara	BHS	Intervention Teaching	Hourly	$45.52	5	May
Phan, Loi	BHS	Coaching – Tennis	Stipend	$500	1	June
Phan, Loi	BHS	Coaching -Tennis CIF	Stipend	$573	1	June

Pohlman, Amanda	McKinley	Intervention Planning	Hourly	$33.77	10	June
Pozos, Adriana	Washington	Intervention Planning	Hourly	$33.77	6	May
Przebieda, Jasson	BHS	Intervention Planning	Hourly	$33.77	40	April - July
Reed, Sarah	Huerta	Department Chair Science	Stipend	$1,477	1	January - June
Rosa, Brian	Instr. Srvs	Intervention Planning	Hourly	$33.77	2	June
Rothacher, Lynn	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Saldana, Reginald	Adult	Intervention Planning	Hourly	$22.98	5	June
Saldana, Reginald	Adult	Additional hours at assignment	Hourly	$38.20	70	July
Sayre, Layna	JBHS	Intervention Planning	Hourly	$33.77	12	June
Schmidt, Elizabeth	Adult	Intervention Planning	Hourly	$22.98	20	June - July
Schwartz, Samantha	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Seale, Andrea	Spec Ed	Intervention Teaching	Hourly	$45.52	27.5	June
Seale, Andrea	Spec Ed	Intervention Teaching	Hourly	$45.52	11	July
Sheetz, Carol	Adult	Summer Assignment	Hourly	$40.08	15	June - July
Sherman, Tara	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Shipstad, Rachelle	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Shirvani, Araks	CC	Summer Assignment	Hourly	$19.66	408	May - August
Silva, Josefina	CC	Summer Assignment	Hourly	$26.33	110.25	June
Silver, Shirley	CC	Summer Assignment	Hourly	$19.66	110.25	June
Silverstone-Moran, R.	Huerta	Department Chair Spec Ed	Stipend	$1,477	1	January - June
Skujins, Julie	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Smith, Donna	Muir	Intervention Teaching	Hourly	$45.52	24	June
Stehlik-Duran, Shana	Muir	Intervention Teaching	Hourly	$45.52	24	June
Stilgenbauer, Kymberly	CC	Summer Assignment	Hourly	$25.09	408	May - August
Thomas-Pickett, Jonelle	Instr. Srvs	Intervention Planning	Hourly	$33.77	34	June
Thomson, Roberta	Adult	Fall Semester Assignment	Hourly	$44.72	375	July - December
Tobin, Jill	JBHS	Intervention Planning	Hourly	$33.77	12	June
Topalian, Talar	Providencia	Intervention Planning	Hourly	$33.77	5	June
Topalian, Talar	Providencia	Intervention Planning	Hourly	$33.77	20	June
Torosian, Edna	CC	Additional Hours at Assignment	Hourly	$26.33	60	May – June
Torosian, Edna	CC	Additional Hours at Assignment	Hourly	$26.33	75	July - August
Underwood, Andrew	BHS	Intervention Teaching	Hourly	$45.52	12	May
Vargas, Theresa	Huerta	Department Chair English	Stipend	$1,477	1	January - June
Vargas, Theresa	Instr. Services	Intervention Planning	Hourly	$33.77	3	June
Vasquez, Jose	BHS	Hourly CTE assignment	Hourly	$44.72	18	June
Vorachak, Madison	Instr. Services	Intervention Planning	Hourly	$33.77	2	May

Vournas, Anastasia	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Walden, Melissa	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Wells, John	BHS	Intervention Planning	Hourly	$33.77	40	April - July
Williamson, Terry	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Wills-Sarna, Kathy	Roosevelt	Intervention Planning	Hourly	$33.77	2	June
Winn, Amy	BHS	Intervention Planning	Hourly	$33.77	45	June
Wisehaupt, Jamie	Instr. Services	Intervention Planning	Hourly	$33.77	2	May
Woore Choi, Amy	Health Srvs	Retention Bonus	Stipend	$10,000	1	August – May
Yew, Christina	Adult	Intervention Planning	Hourly	$22.98	10	July
Yew, Christina	Adult	Additional Hours at assignment	Hourly	$46.56	190	August - December
Zacher, Mariana	Spec Ed	Intervention Teaching	Hourly	$45.52	27.5	June
Zacher, Mariana	Spec Ed	Intervention Teaching	Hourly	$45.52	11	July

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Retirement								
CAFARELLA, Valerie	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000		40-VI	C	06-30-22		Special Education
LUSBY, Marion Jean	School Finance Clerk II	01.0-00000.0-00000-27000-2410-3200000		38-VI	B	12-30-21		Luther Middle School Began Service 07-26-10
OLMOS, David	HVAC Mechanic	01.0-81500.0-00000-81100-2210-7523000		35-VI	A	02-18-22		Facilities Services Began Service 0-17-96
VILLARREAL, Francisco	Custodial Supervisor	01.0-00100.0-00000-82100-2312-7520000		09-VI	A	02-01-22		Facilities Services Began Service 04-24-89
Resignation								
BARBINIS, Nicholas	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000		40-IV	D	01-14-22		Special Education
BOVEE, Kristy	Instructional Technology Media Specialist	01.0-00000.0-00000-24200-2210-2030025		38-VI	D	06-24-22		Emerson Elementary
ENDOW, Daniel	Occupational Therapist	01.0-65000.0-57601-31409-2211-7440000		05-VI	B	01-12-22		Special Education
JIMENEZ, Juan Pablo	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000 01.0-81500.0-00000-82200-2210-7523000	.10 .90	40-VI	A	01-07-22		Human Resources
MIRAMONTES, Genesis	Elementary School Aide	01.0-00000.0-11100-10009-2910-2012000		27-II	D	06-03-22		Disney Elementary School
MIRELES, Perla	Instructional Assistant-Severe Behavioral II	01.0-65000.0-57601-11100-2110-5260000		45-VI	D	06-03-22		Community Day School
OCAMPO, Lorena	Instructional Assistant-English Language Development	01.0-01500.0-47600-10000-2110-2060000 01.0-01501.0-47600-10000-2110-2060000	.9667 .3330	32-VI	D	05-26-22		Jefferson Elementary
ROBINSON, Jennifer	Instructional Assistant-At-Risk Youth	01.0-01500.0-35500-10000-2110-5260000		36-VI	C	11-15-21		Community Day School
SAUCEDA, Jafet Manuel	Educational Interpreter-IV-DHH	01.0-33100.0-57602-11104-2110-4310000		61-VI	C	02-11-22		Special Education
TIGRANYAN, Hayk	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000		40-V	C	01-14-22		Special Education
WILSON, Ashley Marie	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000		40-VI	C	01-21-22		Burroughs High School

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Leave								
AGUAYO, Lisa	Instructional Assistant-Translator	01.0-65000.0-57602-11104-2110-3220000		33-VI	D	08-15-22	05-23-23	Muir Middle School
CAMPA, Kathryn	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2110-3200000		32-VI	D	08-15-22	05-23-23	Luther Middle School
CARRILLO, Lucienne	Elementary School Aide	01.0-00000.0-11100-10009-2910-2131000 01.0-00000.0-11100-10009-2910-2132000	.1785 .8215	27-V	D	08-15-22	05-23-23	Providencia Elementary
COZAKOS, Crystal	Use of Facilities Coordinator/Senior Administrative Secretary	01.0-00100.0-00000-81000-2410-7520000		60-II	A	05-30-22	06-10-22	Facilities Services
CURRY, Rozanna	Instructional Assistant-Severely Impaired	01.0-33100.0-57300-11100-2110-5080000		35-VI	D	08-15-22	05-25-23	Horace Mann
MASSETT, Diane	Occupational Therapist	01.0-65000.0-57601-31409-2211-7440000		E-7	B	07-01-22	06-30-23	Special Education
RISNER, Allison	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2110-2050000		35-II	D	08-15-22	05-25-23	Bret Harte Elementary
SEID-BONHAM- Jelsa	Educational Interpreter	01.0-33100.0-57602-11102-2110-3220000		61-VI	D	08-15-22	05-25-23	Muir Middle School
TRONCOSO, Janette	School Office Manager-Elementary	01.0-00000.0-00000-27000-2410-2020000		48-VI	C	08-01-22	06-14-23	Edison Elementary
WYGLE, Lauren	Typist Clerk II	01.0-00000.0-00000-27000-2410-4310000		30-VI	C	08-08-22	06-07-23	Burbank High School
Additional Compensation for Longevity								
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-00100.0-00000-82100-2210-4320000		35-VI	A	06-01-22		Providencia Elementary 15 yrs./$148 month
LOPEZ SANCHEZ, Celestino	Custodian	01.0-00100.0-00000-82100-2210-2100000		35-VI	A	06-01-22		Miller Elementary 15 yrs./$148 month
MACLAREN, M'Lisa	Food Services Operations Technician	13.0-53100.0-00000-37001-2410-749000		44-VI	A	06-01-22		Food Services Department 15 yrs./$148 month
Additional Compensation for Bilingual Translation								
AVILA, Juan	Intervention Specialist For At Risk Students	01.0-01500.0-00000-31100-2210-3219000		53-VI	D	08-15-22	05-25-23	Huerta Middle School $96/mo. – oral & written translation

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Additional Compensation for Bilingual Translation (Continued)								
DIAZ, Yajaira	Office Assistant-Elementary	01.0-00000.0-00000-27000-2410-2060000		34-II	C	08-01-22	06-14-23	Jefferson Elementary $96/mo. – oral & written translation
FELIPE, Barbara	School Office Manager-Middle School	01.0-00000.0-00000-27000-2410-3220000		43-VI	C	07-01-22	06-30-23	Muir Middle School $96/mo. – oral & written translation
GARCIA, Hector	Student Service & Attendance Specialist	01.0-00000.0-00000-31300-2210-7450000		57-VI	A	07-01-22	06-30-23	Student Services $96/mo. – oral & written translation
GONZALEZ, Addys	School Office Manager-Elementary	01.0-00000.0-00000-27000-2410-2010000		43-VI	C	07-01-22	06-30-23	Disney Elementary $96/mo. – oral & written translation
GRIGORIAN, Emma	Senior Secretary	01.0-00000.0-00000-72000-2410-7450000		40-VI	A	07-01-22	06-30-23	Student Services $96/mo. – oral & written translation
KAEDBEY, Nada	Typist Clerk II	01.0-00000.0-00000-27000-2410-2060000		30-VI	C	08-08-22	06-30-23	Jefferson Elementary $96/mo. – oral & written translation
KEOSSIAN, Agavni	Attendance Clerk	01.0-00000.0-00000-27000-2410-3220000		33-VI	C	07-01-22	06-30-22	Muir Middle School $43/mo. – oral translation
MORAN, Maria	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11108-2110-2100000		45-VI	D	08-15-22	05-25-23	Miller Elementary $96/mo. – oral & written translation
MOYA, Gloria	Financial Analyst	01.0-00000.0-00000-72000-2410-7470000 01.0-01500.0-00000-72000-2410-7420000	.75 .25	60-VI	A	07-01-22	06-30-23	Fiscal Services $43/mo. – oral translation
OSPINA MORENO Maria	Senior Attendance Technician	01.0-00000.0-00000-27000-2410-3220000		39-VI	B	07-01-22	06-30-23	Muir Middle School $96/mo. – oral & written translation
POZOS, Rosalinda	Counseling Assistant	01.0-00000.0-00000-31100-2210-3210000		35-VI	B	07-18-22	06-14-23	Huerta Middle School $96/mo. – oral & written translation
RAMIREZ-ADAMS, Terri	Administrative Secretary II	01.0-00000.0-00000-72000-2410-7420000		56-VI	A	10-01-21	06-30-22	Instructional Services $43/mo. – oral translation
REINOSO, Patricia	Office Assistant-Elementary	01.0-00000.0-00000-27000-2410-2130000		34-VI	C	08-01-22	06-30-23	Providencia Elementary $43/mo. – oral translation
RIOJAS, Annette	Instructional Assistant-At Risk Youth	01.0-01500.0-35000-10000-2110-5260000		36-VI	D	08-15-22	05-26-23	Community Day School $43/mo. – oral translation
RODRIGUEZ, Ignacia	Payroll Technician	01.0-00000.0-00000-72000-2410-7470000		45-VI	A	07-01-22	06-30-23	Fiscal Services $96/mo. – oral & written translation

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Additional Compensation for Bilingual Translation (Continued)								
SHAHBAZIAN, Shakeh	Middle School Aide	01.0-00000.0-11100-10009-2910-3221000 01.0-00000.0-11100-10009-2910-3222000	.6667 .3333	34-VI	D	07-01-22	05-25-23	Muir Middle School $96/mo. – oral & written translation
TELLEZ NUNEZ, Tina	Instructional Assistant-Special Education	01.0-33100.0-57602-11100-2110-3220000		32-VI	D	07-01-22	05-25-23	Muir Middle School $96/mo. – oral & written translation
ZAMUDIO, Ivan	Student Service & Attendance Specialist	01.0-00000.0-00000-31300-2210-7450000 01.0-30100.0-00000-31300-2210-7459000	.47 .53	57-VI	A	07-01-22	06-30-23	Student Services $96/mo. – oral & written translation
Change of Assignment – Classification/Location/FTE								
BAGHUMYAN, Anna	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-V	D	08-15-22		Special Education
FIGUEROA, Mary	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-I	D	08-15-22		Special Education
FLYNN, Olga Lydia	Technology Support Specialist II	01.0-00000.0-00000-77000-2410-7732000	1.0	57-III	A	05-25-22		Technology Services
GORI, Laurie	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-VI	D	08-15-22		Special Education
GRAY, Martha	Instructional Assistant-English Language Development	01.0-01501.0-47600-10000-2110-2160000 01.0-30100.0-11100-10000-2110-2169000	.7778 .2222	32-VI	D	08-15-22		Washington Elementary
HERNANDEZ, Elia	Elementary School Aide	01.0-00000.0-11100-10009-2910-2092000	.375	27-I	D	08-15-22		McKinley Elementary
HONORE, Bavet	Instructional Assistant-English Language Development	01.0-01500.0-47600-10000-2110-2160000 01.0-30100.0-11100-10000-2110-2169000	.90 .10	32-VI	D	08-15-22		Washington Elementary
LEMONS, Julie	Personnel Technician II	01.0-00000.0-00000-72000-2410-7550000	1.0	47-I	A	06-01-22		Human Resources
PENNEY, Estrella	Instructional Assistant	01.0-00000.0-11100-10000-2110-2150000	.625	30-VI	D	08-15-22		Stevenson Elementary
PORTER, Georgina	Behavior Interventionist	01.0-65000.0-57601-31420-2210-7440000	1.0	012-III	C	08-01-22		Special Education
SEGURA, Gina	District Attendance	01.0-00000.0-00000-72000-2410-7470000	1.0	46-VI	A	07-01-22		Fiscal Services
VAZIRANI, Archana	Information Technology Systems Analyst	01.0-00000.0-00000-77000-2410-7730000	1.0	63-II	A	05-27-22		Technology Services
WADE, Debra	School Office Manager High School	01.0-00000.0-00000-27000-2410-4320000	1.0	43-VI	A	07-01-22		Burroughs High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Change of Assignment – Classification/Location/FTE (Continued)								
WIERBILIS, Jana	Intervention Specialist For At Risk Students	01.0-01500.0-00000-31100-2210-7420000	1.0	53-I	D	08-15-22		Jefferson Elementary
ZAMUDIO, Maria	Instructional Assistant	01.0-00000.0-11100-10000-2110-2090000	.375	30-VI	D	08-15-22		McKinley Elementary
Temporary Change of Assignment								
PORTILLO, Carlos	Supervisor, Custodial	01.0-00100.0-00000-82100-2312-7520000		I-I	A	03-11-22	06-30-22	Facilities Services Changed End Date
RAMIREZ-ADAMS, Terri	Executive Assistant to the Board of Education and Superintendent	01.0-00000.0-00000-71500-2411-7410000		A-2	A	06-22-22	08-03-22	Superintendent's Office
WADE, Debra	School Office Manager	01.0-00000.0-00000-27000-2410-4320000		43-VI	A	06-01-22	06-15-22	Burroughs High School
Election – Monthly								
CRUZ, Alexandra	Library Coordinator	01.0-00000.0-00000-24200-2210-4310000		39-III	C	08-08-22		Burbank High School
GARABIGIE, Gagik	Systems Analyst	01.0-00000.0-00000-77000-2410-7730000		67-I	A	06-01-22		Technology Services
OHANIAN, Hermineh	Instructional Assistant-Parent Education	11.0-00639.0-41103-10000-2110-5330000	.4125	31-I	E	08-15-22		Burbank Adult School
RAPATTONI, JoAnn	Elementary School Aide	01.0-90201.0-11100-10009-2910-2058200		27-I	D	08-15-22		Bret Harte Elementary
Election – Hourly								
AGAZARYAN, Taline	Instructional Assistant-Severely Impaired	01.0-65000.0-57602-11100-2130-7440000		35-VI	A	05-11-22	05-11-22	Special Education
AGHABEGI, Ana	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2150000		32-VI	A	05-27-22		Children's Center
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-V	A	05-13-22	05-13-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2240-7521000		35-V	A	05-14-22	05-14-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-90708.0-81000-50002-2240-7528000		35-V	A	05-15-22	05-15-22	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly (Continued)								
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-V	A	05-16-22	05-16-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520000		35-V	A	05-18-22	05-18-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	11.0-00639.0-41100-82100-2240-5330000		35-V	A	05-20-22	05-20-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2240-7521000		35-V	A	05-21-22	05-21-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-V	A	05-22-22	05-22-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-V	A	05-23-22	05-23-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-V	A	05-24-22	05-24-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-V	A	05-26-22	05-26-22	Facilities Services
ALEGRIA, Hector	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-V	A	05-27-22	05-27-22	Facilities Services
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-14-22	05-15-22	Facilities Services
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-22-22	05-22-22	Facilities Services
ALVAREZ, Omar	Custodian	01.0-90708.0-81000-50002-2240-7528000			G	05-14-22	05-14-22	Facilities Services
ALVAREZ, Omar	Custodian	01.0-00100.0-00000-82100-2240-7521000			G	05-15-22	05-15-22	Facilities Services
ALVAREZ, Omar	Custodian	11.0-63910.0-41101-82100-2240-5330000 11.0-63910.0-41102-82100-2240-5330000 11.0-63910.0-41104-82100-2240-5330000 11.0-63910.0-41106-82100-2240-5330000 11.0-00639.0-41100-82100-2240-5330000	.20 .25 .20 .20 .15		G	05-25-22	05-25-22	Facilities Services
ALVARES, Omar	Custodian	01.0-00100.0-00000-82100-2260-7520001			G	05-26-22	05-26-22	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly (Continued)								
ARCINEAGA, Alex	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		$29.51		06-06-22	07-28-22	Burbank Adult School
ASKERNEESE, Anne	Intervention Specialist for At Risk Students	01.0-00000.0-00000-24200-2230-2151000		53-VI	D	08-08-22		Stevenson Elementary
AVINA, Manuel	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	05-14-22	05-14-22	Facilities Services
AVINA, Manuel	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	05-21-22	05-21-22	Facilities Services
AVINA, Manuel	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	05-18-22	05-18-22	Facilities Services
AYALA, Jose	Senior Custodian	01.0-00100.0-00000-82100-2240-7521000		36-VI	A	05-07-22	05-07-22	Facilities Services
AYALA, Jose	Senior Custodian	01.0-00100.0-00000-82100-2240-7521000		36-VI	A	05-21-22	05-21-22	Facilities Services
BABAIAN, Agatia	Instructional Assistant-Children's Center	12.0-50250.1-11100-10000-2130-2050000		32-VI	A	05-31-22	08-12-22	Bret Harte Children's Center
BABAIAN, Agatia	Instructional Assistant-Children's Center	12.0-50250.0-11100-10000-2130-2050000		32-VI	A	05-27-22		Children's Center
BARRONDO, Gustavo	Campus Supervision Assistant	01.0-02200.0-32000-83000-2240-5301000		35-VI	A	05-26-22	05-26-22	Monterey High School
BITTO, Linda	Senior Attendance Technician	01.0-00000.0-00000-72000-2430-7450000		39-VI	B	06-01-22	06-16-22	Burbank High School
BOGNAR, Peter	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		$29.51		06-06-22	07-28-22	Burbank Adult School
CECCHINI, Christine	Educational Reader-Visually Impaired	01.0-00000.0-00000-27000-2430-2141000		42-IV	D	06-10-22		Roosevelt Elementary
CELIS, Juan	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-20-22	05-20-22	Facilities Services
CELIS, Juan	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-14-22	05-14-22	Facilities Services
CORDOVA, Oscar	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	05-21-22	05-21-22	Facilities Services
DIAZ, Basilio	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-V	A	05-11-22	05-11-22	Facilities Services
DIAZ, Basilio	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-V	A	05-19-22	05-19-22	Facilities Services
DIAZ, Basilio	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-V	A	05-23-22	05-23-22	Facilities Services

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Name	Position Election –	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Monthly (Continued)								
DIAZ, Basilio	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-V	A	05-08-22	05-08-22	Facilities Services
DIAZ, Basilio	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-V	A	05-26-22	05-26-22	Facilities Services
DIFONZO, Ruthie	Senior Administrative Secretary-Administrative Services	01.0-00000.0-00090-72000-2440-7471000		B-7	A	07-01-22	06-30-23	Business Office
FARAZDAGHI, Marlene	Personnel Technician II	01.0-65000.0-50010-27000-2440-5080000		47-VI	A	05-01-22	05-31-22	Horace Mann
GALOUSTIAN, Anahid	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2150000		32-VI	D	05-27-22		Children's Center
GILMORE, Carly	Intervention Specialist For At Risk Students	01.0-30100.0-00000-31100-2230-2139000		53-VI	D	06-03-22		Providencia Elementary
HAKOBYAN, Gyulnara	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2140-2050000 12.0-61050.1-11100-10000-2140-2160000		32-I 32-I	G G	04-15-22 02-29-22	04-15-22 02-29-22	Children's Center Washington Children's Center
HAMPEL, Kreigh	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		$29.51		06-06-22	07-28-22	Burbank Adult School
HANADA, Shigeko	Elementary School Aide	01.0-00000.0-00000-24200-2230-2091000		27-VI	D	06-01-22	06-30-22	McKinley Elementary
JARAMILLO, Dora	Elementary School Aide	01.0-00000.0-11100-10009-2930-2021000		27-III	D	05-27-22		Edison Elementary
JEAN, Lori	Instructional Assistant-Children's Center	12.0-50250.1-11100-10000-2130-2050000		32-VI	A	05-31-22	08-12-22	Bret Harte Children's Center
LEVITT, Ed	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		$29.51		06-06-22	07-28-22	Burbank Adult School
LEDEZMA, Reina	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-18-22	05-18-22	Facilities Services
LEDEZMA, Reina	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-21-22	05-21-22	Facilities Services
LEON, Oscar	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-07-22	05-07-22	Facilities Services
LEON, Oscar	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-07-22	05-07-22	Facilities Services
LEON, Oscar	Lead Custodian Secondary	01.0-00100.0-00000-82100-2260-7520001		40-VI	A	05-08-22	05-08-22	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly (Continued)								
LEON, Oscar	Lead Custodian Secondary	01.0-00100.0-00000-82100-2260-7520001		40-VI	A	05-15-22	05-15-22	Facilities Services
MAXWELL, Tiffany	Supervisor, Payroll	01.0-00000.0-00000-72000-2340-7471000		G-7	A	07-01-22	06-30-23	Payroll Services
MCDONALD, Cheryl	Campus Supervisor	01.0-00000.0-00000-83000-2230-3211000		35-VI	D	06-27-22	05-31-22	Huerta Middle School
MELIKIAN, Lilia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2090000		32-VI	D	05-26-22	05-27-22	Children's Center
MORALES, Miguel	Instructional Technology Media Specialist	01.0-00000.0-00000-24200-2230-2151000		38-I	D	08-09-22	08-10-22	Stevenson Elementary
MORAN, Martin	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	05-10-22	05-10-22	Facilities Services
MORAN, Martin	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	05-11-22	05-11-22	Facilities Services
MORAN, Martin	Senior Custodian	01.0-00100.0-00000-82100-2260-7520001		36-VI	A	05-13-22	05-13-22	Facilities Services
MORENO, Virginia	Community Resource Assistant	01.0-30100.0-00000-24200-2230-2099000		31-VI	D	06-01-22	06-10-22	McKinley Elementary
NASSIM, Wahiba	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		$29.51		06-06-22	07-28-22	Burbank Adult School
NGUYEN, Loan	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-21-22	6-23-22	Special Education
PAIGE, Della	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-04-22	05-04-22	Facilities Services
PEREZ, Joseph	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-11-22	05-11-22	Facilities Services
PEREZ, Joseph	Lead Custodian Secondary	01.0-90711.0-81000-50002-2240-7528000		40-VI	A	05-12-22	05-12-22	Facilities Services
PEREZ, Joseph	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-14-22	05-14-22	Facilities Services
PEREZ, Joseph	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	05-24-22	05-24-22	Facilities Services
PONCE, Maria	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-21-22	05-21-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-02-22	05-02-22	Facilities Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly (Continued)								
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-03-22	05-03-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-05-22	05-05-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-09-22	05-09-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-10-22	05-10-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-11-22	05-11-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-12-22	05-12-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-17-22	05-17-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-18-22	05-18-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-06-22	05-06-22	Facilities Services
ROBLES, Rebecca	Child Care Service Worker	01.0-00100.0-00000-82100-2260-7520001		33-VI	A	05-13-22	05-13-22	Facilities Services
RUIZ DE CASTILLO, Alicia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-02-22		Special Education
SHEETZ, Carol	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		$29.51		06-06-22	07-28-22	Burbank Adult School
THOMAS, Jill	Senior Attendance Technician	11.0-63910.0-41101-27000-2430-5330000 11.0-63910.0-41102-27000-2430-5330000 11.0-63910.0-41104-27000-2430-5330000 11.0-63910.0-41106-27000-2430-5330000	.10 .35 .35 .20	39-VI	E	06-16-22	07-15-22	Burbank Adult School
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	04-28-22	04-28-22	Burbank High School
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-29-22	04-29-22	Burbank High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly (Continued) TORRES,								
Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	05-02-22	05-02-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	05-03-22	05-03-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	05-05-22	05-05-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-06-22	05-06-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	05-09-22	05-09-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-12-22	05-12-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-13-22	05-13-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-15-22	05-15-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2600-7520001		35-VI	A	05-18-22	05-18-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	05-19-22	05-19-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-20-22	05-20-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-21-22	05-21-22	Facilities Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-24-22	05-24-22	Facilities Services
TORRES, Jorge	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-14-22	05-14-22	Facilities Services
VASQUEZ, Roxana	School Safety Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	05-13-22	05-13-22	Facilities Services
VAZQUEZ, Roxana	School Safety Utility Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-22-22	05-22-22	Facilities Services
VAZQUEZ, Isadoro	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	05-12-22	05-12-22	Facilities Services
VILLALTA, Roberto	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-21-22	05-22-22	Facilities Services
VILLALTA, Roberto	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	05-28-22	05-28-22	Facilities Services
WADE, Debra	School Office Manager-High School	01.0-00000.0-00000-27000-2430-4320000		43-VI	B	06-16-22	07-14-22	Burroughs High School
WILLIAMS-BAER, Maureen	Office Assistant-Elementary	01.0-00000.0-00000-72000-2430-7450000		34-VI	C	06-15-22	06-30-22	Student Services

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Election – Monthly (Continued)								
WU, Stephanie	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000		$29.51		06-06-22	07-28-22	Burbank Adult School
Election – Summer School								
AGAZARYAN, Taline	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-02-22	07-08-22	Horace Mann
AGHABEGI, Ana	Instructional Assistant-Children's Center	01.0-26000.0-11100-10000-2130-7549000		32-VI	D	06-06-22	07-21-22	McKinley Elementary
AGHASIANHEZARJARI-BY, Valentine	Instructional Assistant	01.0-26000.0-11100-10000-2130-5489000		30-I	D	06-06-22	07-21-22	Providencia Elementary
AGUILAR, Melissa	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11104-2130-5480000		33-VI	D	06-06-22	07-08-22	Washington Elementary
ARBOGAST, Julie	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
ARMENTA, Brenda	Supervisor II Food Services	13.0-53100.0-00000-37000-2330-7498000		19-V	D	06-03-22	08-01-22	Burbank High School
ARUTYUNYAN, Kristine	Instructional Assistant-Behavior II	01.0-65000.0-57601-11100-2130-5178000		45-VI	D	06-06-22	07-14-22	Magnolia Park School
AVAKIAN, Jacqueline	Discrete trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
AVAKIAN, Jacqueline	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-II	D	06-06-22	07-14-22	Bret Harte Elementary
AVAKIAN, Jacqueline	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-II	D	07-15-22	08-11-22	Roosevelt Elementary
AVILA, Juan	School Office Manager High School	01.0-01500.0-00000-2.7000-2430-7420000		43-I	F	06-03-22	07-15-22	Burbank High School
BAGHDASIAN, Violet	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-I	F	06-06-22	07-21-22	McKinley Elementary
BARTA, Peggy	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000		27-VI	D	06-06-22	07-21-22	Food Services

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
BAUTISTA, Marie	Healthcare Instructional Assistant Severely Impaired	01.0-65000.0-57601-11908-2130-5480000		37-VI	D	06-06-22	07-14-22	Burbank High School
BERKOVITZ, Soraida	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
BISSELL, Alexandra	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-II	D	06-06-22	07-08-22	Washington Elementary
BRADSHAW, Dionne	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank Adult School
BREWER, Katarina	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-III	D	06-06-22	07-14-22	Burbank High School
BRODY, Samantha	ESY School Office Manager	01.0-65000.0-50010-27000-2430-5480000		43-V	C	06-15-22	07-15-22	Washington Elementary
BROOKS, Mackenna	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
BROWN, Denise	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-V	D	06-06-22	07-08-22	Washington Elementary
BULONE, Kevin	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-I	F	06-06-22	07-21-22	McKinley Elementary
CALZADILLA, Jose	Campus Supervision Assistant	01.0-01500.0-00000-83000-2230-7420000		35-VI	D	06-15-22	07-14-22	Burbank High School
CAMACHO, Aaron	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-III	D	06-06-22	07-14-22	Washington Elementary
CAMPBELL, Amber	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5780000		40-VI	D	06-06-22	07-08-22	Washington Elementary
CAMPBELLL, Cheryl	Healthcare Instructional Assistant Severely Impaired	01.0-65000.0-57601-11908-2130-5480000		37-VI	D	06-06-22	07-14-22	Burbank High School
CAMPBELL, Taylor	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
CARDENAS, Doris	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-14-22	Burbank High School
CARRASCO, Janel	Campus Supervisor	01.0-01500.0-00000-83000-2230-7420000		35-VI	D	06-06-22	07-14-22	Burbank High School
CASTILLO, Jeanette	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-II	D	06-06-22	07-08-22	Washington Elementary

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Election – Summer School (Continued)								
CHILDS, Jennifer	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-31-22	08-11-22	Edison Elementary
CHORA, Josefina	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000		32-I	F	06-06-22	07-21-22	Providencia Elementary
COHEN, Sofia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-V	D	06-06-22	07-08-22	Washington Elementary
CORNEJO, Yolanda	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2130-5300000		32-VI	C	07-15-22	08-11-22	Monterey High
COSIO, Teresa	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11106-2130-5480000		35-VI	D	06-06-22	07-14-22	Burbank Adult School
CRUZ, Evelyn	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
CUEVAS, Larisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
DE LA TORRE, Rocio	Instructional Assistant-Special Education	01.0-26000.0-11100-10000-2130-5489000		32-VI	D	06-06-22	07-21-22	Miller Elementary
DEMIRCHYAN, Goar	Instructional Assistant-Children's Center	01.0-26000.0-11100-10000-2130-7549000		32-VI	D	06-15-22	07-21-22	Providencia Elementary
DEMIRCHYAN, Goar	Instructional Assistant-Children's Center	01.0-26000.0-11100-10000-2130-7549000		32-VI	D	06-06-22	06-14-22	Providencia Elementary
DESMIONE, Tiffany	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
DEVALL, Barbara	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-I	D	06-06-22	07-14-22	Burbank Adult School
DIAZ, Rubelia	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000		27-VI	D	06-03-22	07-21-22	Burbank High School
DIAZ, Yajaira	School Office Manager Elementary	01.0-26000.0-00000-27000-2430-5489000		43-I	F	06-15-22	07-22-22	McKinley Elementary
DI DANATO, Casey	Campus Supervisor	01.0-01500.0-00000-83000-2230-7420000		35-VI	D	06-06-22	07-14-22	Burbank High School
DORADEA, Manuel	Special Education Assistive Technology Technician	01.0-65000.0-50010-27000-2430-5480000		45-IV	C	06-08-22	07-14-22	Burbank High School
EKLUND, Debra	Elementary School Aide	01.0-26000.0-11100-10009-2930-5489000		27-VI	D	06-06-22	07-21-22	Providencia Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
ERLICH, Jill	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	06-06-22	08-05-22	Bret Harte Elementary
ERMINO, Gilda	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000		35-I	D	06-06-22	07-08-22	Washington Elementary
ESCALANTE, Tevah	Instructional Assistant-Special Education	01.0-01500.0-11100-10000-2130-7420000		32-IV	D	06-06-22	07-14-22	Burbank High School
FIGUEROA, Mary	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-II	D	06-06-22	07-08-22	Horace Mann
FITZPATRICK, Suzanne	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-14-22	Burbank High School
FLORES, Jeanette	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
FRAGOSO, Leticia	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000		35-VI	D	06-06-22	07-14-22	Burbank High School
FRAIRE MEZA, Angelica	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-IV	D	06-06-22	07-08-22	Horace Mann
GALOUSTIAN, Anahid	Instructional Assistant-Children's Center	01.0-26000.0-11100-10000-2130-7549000		32-VI	D	06-06-22	07-21-22	McKinley Elementary
GARGIAZ, Cesar	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
GENTRY, Stacey	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	F	06-06-22	07-08-22	Washington Elementary
GEVORGYAN, Gohar	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-V	D	06-06-22	07-14-22	Burbank High School
GIUMELLI, Silva	Adult Learning Center Technician	11.0-63910.0-41106-10000-2130-5991000		35-VI	C	06-06-22	07-18-22	Burbank Adult School
GOMBERG, Gregory	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-III	D	06-06-22	07-08-22	Washington Elementary
GOMEZ, Sarita	Instructional Assistant English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-VI	D	06-06-22	07-21-22	Miller Elementary
GOMEZ BARCENAS, Erika	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Horace Mann

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Election – Summer School (Continued)								
GUEFFROY, Katherine	Educational Interpreter III	01.0-65000.0-57602-11104-2130-5480000		54-VI	D	06-06-22	07-14-22	Burbank Adult School
GUMM, Rachel	Instructional Assistant Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
GUTIERREZ, Silvia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
GUZMAN, Amber	Instructional Assistant Special Education	01.0-65000.0-57602-11100-2130-5480000		32-III	D	06-06-22	07-14-22	Burbank High School
HAKOBYAN, Gyulnara	Instructional Assistant Primary Language Support	01.0-26000.0-11000-10000-2130-5890000		31-I	F	06-06-22	07-21-22	Providencia Elementary
HAKOP CHAKERIAN, Janet	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000		32-I	D	06-06-22	07-21-22	McKinley Elementary
HANADA, Shigeko	Elementary School Aide	01.0-26000.0-11100-20009-2930-5489000		27-VI	D	06-06-22	07-21-22	McKinley Elementary
HAROOTUNIAN, Liana	Instructional Assistant-Primary Language Support	01.0-01500.0-11100-10000-2130-7420000		31-VI	D	06-06-22	07-14-22	Burbank High School
HARTOUN MARDIRSAN, Odet	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-31-22	08-11-22	Roosevelt Elementary
HARRIS, Samuel	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
HARTOONIANS, Jaklin	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000		32-VI	D	06-06-22	07-21-22	Miller Elementary
HERNANDEZ, Alexandra	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000		27-IV	D	06-03-22	07-21-22	Burbank High School
HERRERA, Maria Elena	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
HOSPIDALES, Staci	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-14-22	Burbank High School
HOVSEPYAN, Elma	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
HYRAPATIAN, Siranoosh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-IV	D	06-06-22	08-11-22	Roosevelt Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
ISAIAN, Helen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-31-22	08-11-22	Bret Harte Elementary
JENSON, Rosa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
KAJIMOTO, Vilma	Instructional Assistant-Primary Language Support	01.0-26000.0-11000-10000-2130-5489000		31-VI	D	06-06-22	07-21-22	McKinley Elementary
KARESH, Raghida	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-IV	D	06-06-22	07-08-22	Washington Elementary
KARIMIAN, Roobina	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11104-2130-5480000		33-VI	D	06-06-22	07-08-22	Washington Elementary
KEOSSIAN, Suzi	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
KHACHIKIAN, Alice	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-VI	D	06-06-22	07-21-22	Miller Elementary
KHAHATOURIANS, Klara	Instructional Assistant-Primary Language Support	01.0-26000.0-11000-10000-2130-5489000		31-III	F	06-06-22	07-21-22	Miller Elementary
KIRKPATRICK, Gloria	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
KNOOP, Nicole	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000		35-VI	D	06-06-22	07-14-22	Burbank High School
KRUEGER, Joseph	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-31-22	08-11-22	Roosevelt Elementary
KULISCH, Krista	School Office Manager Satellite	01.0-65000.0-50010-27000-2430-5178000		40-VI	C	06-15-22	07-15-22	Magnolia Park
LANE-LARMOUTH, Lane	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-14-22	Burbank High School
LANGE, Erin	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11106-2130-5480000		35-VI	D	06-06-22	07-14-22	Burbank Adult School

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Election – Summer School (Continued)								
LARA, Armida	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-VI	D	06-06-22	07-21-22	Miller Elementary
LARA, Armida	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	06-15-22	07-20-22	Roosevelt Elementary
LARA, Armida	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	07-21-22	08-11-22	Roosevelt Elementary
LEE, Daly	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-I	D	06-06-22	07-08-22	Washington Elementary
LEIVA, Nereyda	Instructional Assistant-Special Education	01.0-01500.0-11100-10000-2130-7420000		32-VI	D	06-06-22	07-14-22	Burbank High School
LOPEZ, Corielle	School Office Manager Elementary	01.0-26000.0-00000-27000-2430-5489000		43-VI	C	06-15-22	07-22-22	Providencia Elementary
LOPEZ CORRALES, Elizabeth	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-IV	D	06-06-22	07-08-22	Washington Elementary
LOURENCO, Susan	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
LUIZZI, Lydia	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11106-2130-5480000		35-VI	D	06-06-22	07-14-22	Burbank Adult School
MADORE, Melissa	Instructional Assistant-Special Education	01.0-26000.0-11100-10000-2130-5489000		32-II	D	06-06-22	07-21-22	Providencia Elementary
MARUTYAN, Arpy	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-V	D	06-06-22	07-21-22	Providencia Elementary
MCCOOLE, Lisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
MCDONALD, Cheryl	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11100-2130-5178000		45-I	D	06-06-22	07-14-22	Magnolia Park
MENENDEZ, Juan	Campus Supervisor	01.0-01500.0-00000-83000-2230-7420000		35-VI	D	06-06-22	07-14-22	Burbank High School
MESROBY, Arpi	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
MICHAELS, Alma	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
MICHEL, Maribel	Health Care Instructional Assistant Severely Impaired	01.0-65000.0-57601-11908-2130-5480000		37-IV	D	06-06-22	07-08-22	Washington Elementary
MIRABAL, Tiffany	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-V	D	06-06-22	07-08-22	Washington Elementary
MIRZAKKHANIAN, Alice	Instructional Assistant-Children's Center	01.0-26000.0-11100-10000-2130-7549000		32-VI	D	06-06-22	07-21-22	Miller Elementary
MOHAMED, Yassmin	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-IV	D	06-06-22	07-08-22	Washington Elementary
MOJICA, Dennise	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-II	D	06-06-22	07-21-22	McKinley Elementary
MORALES, Vivian	Instructional Technology Media Specialist	01.0-26000.0-00000-24200-2230-5489000		38-I	F	06-06-22	07-21-22	McKinley Elementary
MORAN, Maria	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11100-2130-5480000		45-VI	D	06-06-22	07-08-22	Washington Elementary
MORAN-PEREZ, Diana	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-II	D	06-06-22	07-08-22	Washington Elementary
NASRALLAH, Lydia	Behavior Interventionist	01.0-65000.0-57601-31420-2230-5480000		12-I	C	05-31-22	07-15-22	Special Education
NAVARRO, Carolina	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11100-2130-5480000		45-VI	D	06-06-22	07-08-22	Washington Elementary
NAVARRO, Mark	Campus Supervision Assistant	01.0-01500.0-00000-83000-2230-7420000		35-VI	D	06-15-22	07-14-22	Burroughs High School
NGUYEN, Loan	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-V	D	06-06-22	07-08-22	Washington Elementary
NONO, Hiba	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-V	D	06-06-22	07-08-22	Washington Elementary
NOYA, Daniel	Food Service Utility Driver	13.0-53100.0-00000-37000-2230-7498000		33-VI	C	06-08-22	08-01-22	Burbank High School
OROZCO, Crystal	Discrete Trail Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Horace Mann
PANAMENO IOVINO, Christina	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-IV	D	06-06-22	07-14-22	Burbank High School

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Election – Summer School (Continued)								
PANAMENO, Roxana	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-7498000		32-VI	D	06-06-22	07-21-22	Emerson Elementary
PAREDES, Xiomara	Educational Interpreter IV	01.0-65000.0-57602-11104-2130-5480000		61-VI	D	06-06-22	07-14-22	Burbank Adult School
PEREZ, Maria	Instructional Assistant Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
PERKINS, Helen	Health Services Assistant	01.0-01500.0-00000-31400-2230-7420000		36-VI	C	06-06-22	06-16-22	McKinley Elementary
PORTER, Georgina	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary
POZOS, Angelica	Instructional Assistant-English Language Development	01.0-26000.0-11100-10000-2130-5489000		32-VI	D	06-06-22	07-21-22	Providencia Elementary
RECINOS, Karina	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000		27-II	D	06-03-22	07-21-22	Burbank High School
REINA, Yadira	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11104-2130-5480000		33-III	D	06-06-22	07-14-22	Burbank High School
RICOTTA, Gail	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
RIGGINS, Jasmine	Educational Interpreter III	01.0-65000.0-57602-11104-2130-5480000		54-II	D	06-06-22	07-08-22	Washington Elementary
RIOS, Lydia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	05-31-22	06-14-22	Edison Elementary
RIOS, Lydia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	06-15-22	08-11-22	Edison Elementary
ROBLES, Chelcy	Instructional Assistant-Primary Language Support	01.0-26000.0-11000-10000-2130-5489000		31-V	D	06-06-22	07-21-22	McKinley Elementary
ROBLES, Lisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-V	D	06-06-22	07-08-22	Washington Elementary
RODRIGUEZ, Daisy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-III	D	06-06-22	07-08-22	Washington Elementary
RODRIGUEZ, Vanessa	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2130-5480000		35-I	D	06-06-22	07-08-22	Washington Elementary

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Election – Summer School (Continued)								
ROSALES, Jessica	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-I	D	06-06-22	06-08-22	Washington Elementary
RUIZ- DE CASTILLO, Alicia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2190-5480000		40-IV	D	06-06-22	07-08-22	Washington Elementary
SANCHEZ, Bonnie	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-06-22	07-08-22	Horace Mann
SANCHEZ, Cynthia	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11104-2130-5480000		33-VI	D	06-06-22	07-14-22	Burbank High School
SARGSYAN, Hermine	Elementary School Aide	01.0-26000.0-11100-10009-2930-5489000		27-VI	D	06-06-22	07-21-22	Miller Elementary
SERMENO, Estela	Instructional Assistant-English Language Development	01.0-26000.0-11100-10000-2130-5489000		32-I	D	06-06-22	07-21-22	Miller Elementary
SETAGHIAN, Veronica	Instructional Assistant-English Language Development	01.0-01500.0-11100-10000-2130-7420000		32-VI	D	06-06-22	07-14-22	Burbank High School
SHAHBAZIAN, Shakeh	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-IV	D	06-06-22	07-21-22	Miller Elementary
SHAKNAZARYAN, Marine	Elementary School Aide	01.0-26000.0-11100-10009-2930-5489000		27-VI	D	06-06-22	07-21-22	Miller Elementary
SIGALA, Loretta	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-I	F	05-31-22	08-11-22	Edison Elementary
SIGUENZA, Lucy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-IV	D	06-06-22	07-08-22	Washington Elementary
SILVA, Janet	Instructional Assistant-Severe Behavior II	01.0-65000.0-57601-11100-2130-5480000		45-VI	D	06-06-22	07-08-22	Washington Elementary
SILVA, Maritza	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-VI	D	06-06-22	07-21-22	Providencia Elementary
SUNER, Claudia	Instructional Assistant-Primary Language Support	01.0-26000.0-11000-10000-2130-5489000		31-IV	D	06-06-22	07-21-22	McKinley Elementary

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Election – Summer School (Continued)								
SURICO, Mariah	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-III	D	06-13-22	07-08-22	Washington Elementary
TAIT, Holly	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11106-2130-5480000		35-VI	D	06-06-22	07-14-22	Burbank Adult School
TAMIMI, Tammy	Instructional Assistant-Severe Behavior II	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
TEBBE, Julie	School Office Manager Elementary	01.0-26000.0-00000-27000-2430-5489000		43-VI	C	06-15-22	07-22-22	Miller Elementary
TELLEZ, Tina Nunez	Instructional Assistant-Primary Language Support	01.0-26000.0-11000-10000-2130-5489000		31-I	F	06-06-22	07-21-22	Providencia Elementary
TORRES, Connie	Instructional Assistant-Special Education	01.0-26000.0-11100-10000-2130-5489000		32-V	D	06-06-22	07-21-22	Providencia Elementary
VALLE, Maria	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-13-22	07-08-22	Washington Elementary
VASQUEZ GRANILLO, Gaudy	Health Services Assistant	01.0-01500.0-00000-31400-2230-7420000		36-II	C	06-06-22	07-21-22	McKinley Elementary
VAZQUEZ, Jasmine	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11104-2130-5480000		33-I	D	06-06-22	07-08-22	Washington Elementary
VAZQUEZ, Rita	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-06-22	07-08-22	Horace Mann
VELASQUEZ, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2230-7498000		27-VI	D	06-03-22	07-21-22	Burbank High School
WASSEM, Maryanne	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-08-22	Washington Elementary
WIERBILIS, Jana	Instructional Assistant - Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-13-22	07-08-22	Washington Elementary
WILKEN, Tonya	Instructional Assistant	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	06-15-22	08-11-22	Edison Elementary
WILLIAMS, Teresa	Behavior Interventionist	01.0-65000.0-57601-31420-2230-5480000		12-II	C	05-31-22	07-15-22	Special Education
WHITNEY, Joanie	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-08-22	Washington Elementary

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Election – Summer School (Continued)								
YAEGER, Shannon	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-V	D	06-06-22	07-14-22	Burbank High School
YAKHSZYAN, Marine	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-IV	D	06-06-22	07-08-22	Washington Elementary
YANEZ, Mariana	Behavior Interventionist	01.0-65000.0-57601-31420-2230-5480000		L-7	C	05-31-22	07-15-22	Special Education
YBARRA, Amanda	Elementary School Aide	01.0-26000.0-11100-10009-2930-5489000		27-VI	D	06-06-22	07-21-22	McKinley Elementary
YEGHYAIAN, Reneh	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	D	06-06-22	07-14-22	Burbank High School
ZAMUDIO, Maria	Instructional Assistant-English Language Development	01.0-26000.0-11000-10000-2130-5489000		32-VI	D	06-06-22	07-21-22	McKinley Elementary
ZEPEDA SALAZAR, Susan	Elementary School Aide	01.0-26000.0-11100-10009-2930-5489000		27-IV	D	06-06-22	07-21-22	Providencia Elementary
Additional Compensation for Summer School Stipend								
ARBOGAST, Julie	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2130-5480000		32-VI	A	06-06-22	07-08-22	Washington Elementary
FLORES, Jeanette	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000		40-VI	D	06-06-22	07-14-22	Burbank High School
Mileage Reimbursement								
j FLYNN, Olga	Technology Support Specialist II	01.0-00000.0-00000-77000-5210-7731000		57-III	A	05-01-22	06-30-22	Technology Services
GARABIGIE, Gagik	Systems Analyst Specialist II	01.0-00000.0-00000-77000-5210-7731000		57-I	A	05-01-22	06-30-22	Technology Services
VAZIRANI, Archana	IT Systems Analyst	01.0-00000.0-00000-77000-5210-7731000		63-II	A	05-01-22	06-30-22	Technology Services

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

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BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22000046	ANIXTER INC	C/O 2: INCREASE ORDER BY $3,000.00; 2021-22 BLANKET ORDER; LOCKSMITH SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$19,000.00
22000086	DUNN EDWARDS CORPORATION/LA	C/O 2: INCREASE ORDER BY $2,000; 2021-22 BLANKET ORDER; PAINTING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$15,000.00
22000094	JOHNSTONE SUPPLY	C/O 2: INCREASE ORDER BY $3,000; 2021-22 BLANKET ORDER; REPAIR AND MAINTENANCE SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$20,000.00
22000344	CITY OF BURBANK	C/O 1: INCREASE BY $3,500; 2021-22 BLANKET ORDER; GASOLINE FOR FOOD SERVICE VEHICLES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$8,000.00
22000361	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	C/O 2: REVISE ACCOUNT DISTRIBUTION; PROFESSIONAL SERVICES AGREEMENT; LEGAL ADVICE IN EDUCATION LAW; BOARD APPROVED 6/3/21	FISCAL SERVICES	010	$175,000.00
22000364	CLIFTONLARSONALLEN LLP	C/O 1: INCREASE BY $7,500.00; PROFESSIONAL SERVICES AGREEMENT FOR AUDIT SERVICES; YEAR 2 OF 3; BOARD APPROVED 6/4/20	FISCAL SERVICES	010	$84,728.00
22000365	BRINK'S INC	C/O 1: INCREASE BY $15,000.00; PROFESSIONAL SERVICES AGREEMENT; ARMORED CAR TRANSPORT SERVICE; BOARD APPROVED 8/18/16	FISCAL SERVICES	010	$70,000.00
22000406	GALASSO'S BAKERY	C/O 3: REDUCE BY $3,300.00; 2021-22 BLANKET ORDER; BAKERY PRODUCTS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$26,700.00
22000433	GOLD STAR FOODS	C/O 2: INCREASE BY $5,500.00; 2021-22 BLANKET ORDER; STOCK FOOD ITEMS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$1,075,500.00
22000434	LOZANO SMITH	C/O 1: REVISE ACCOUNT STRING AMOUNTS; PROFESSIONAL SERVICES AGREEMENT; LEGAL SERVICES IN FACILITIES & CONSTRUCTION; BOARD APPROVED 6/3/21	FISCAL SERVICES	010	$195,000.00
22000434	LOZANO SMITH	C/O 1: REVISE ACCOUNT STRING AMOUNTS; PROFESSIONAL SERVICES AGREEMENT; LEGAL SERVICES IN FACILITIES & CONSTRUCTION; BOARD APPROVED 6/3/21	FISCAL SERVICES	213	$5,000.00

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22000488	WEST SHIELD ADOLESCENT SERVICES	C/O 1: INCREASE BY $3,950.90 - BD 12/16/21; CONSULTANT AGREEMENT; STUDENT TRANSPORTATION SERVICES; SPECIAL EDUCATION TRANSPORTATION FUNDS; BOARD APPROVED 6/17/21	SPECIAL EDUCATION	010	$13,950.90
22000491	MELARAGNO, M.D., ALBERT J.	C/O 1: INCREASE BY $437.50 - BD 5/19/22; CONSULTANT AGREEMENT; OCCUPATIONAL THERAPY SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/17/21	SPECIAL EDUCATION	010	$962.50
22000608	WAXIE SANITARY SUPPLY	C/O 3: INCREASE BY $1,800.00; 2021-22 BLANKET ORDER; CUSTODIAL SUPPLIES; CHILD DEVELOPMENT FUNDS; OMNIA PB CONTRACT #202329-01	WASHINGTON CHILDREN´S CENTER	120	$5,728.25
22000621	CHALMERS CONSTRUCTION SERVICES INC.	C/O 1: INCREASE BY $14,725.15 - BD 5/19/22; CARRYOVER OF PO 21002721; BID 2021-003-02 DEMOLITION, EARTHWORK & AC PAVING FOR TWO-STORY MODULAR BUILDING PROJECT @ DISNEY ES; BOND FUNDS; BOARD APPROVED 3/4/21 & 3/18/21	FACILITIES SERVICES	213	$388,025.15
22000677	CHILDCARE CAREERS LLC	C/O 5: INCREASE BY $29,686.78; 2021-2022 BLANKET ORDER; SUBSTITUTE SERVICES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$61,936.78
22000826	SIGN UP INTERPRETING SERVICES, LLC	C/O 3: INCREASE ORDER BY $150,000.00 - BD 5/19/22; CONSULTANT AGREEMENT; INTERPRETING SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 7/15/21 AND 10/7/21	SPECIAL EDUCATION	010	$520,000.00
22001706	PROTOCOL AGENCY, INC.	C/O 3: ADD ACCOUNT STRING AND TRANSFER FUNDS; PROFESSIONAL SERVICES AGREEMENT; NURSING STAFF; DPH-COVID TESTING FUNDS; BOARD APPROVED 10/7/21	INSTRUCTIONAL SERVICES	010	$715,000.00
22001721	FILE KEEPERS, LLC	C/O 2: INCREASE ORDER BY $50.00; 2021-22 BLANKET ORDER; DOCUMENT DESTRUCTION SERVICES	EMERSON ELEMENTARY	010	$170.00
22002986	PERMA-BOUND A DIV OF HERTZBERG-NEW METHOD	C/O 1: CANCEL BACKORDER; BOOKS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$441.96
22003331	MEDCO SUPPLY CO	C/O 1: CANCEL BACKORDER; ATHLETIC SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$606.24
22003351	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$166.90
22003399	AMAZON CAPITAL SERVICES	C/O 1: CANCEL BACKORDER; BOOKS; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$43.42
22003495	AMAZON CAPITAL SERVICES	C/O 1: CANCEL BACKORDER; BOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$198.31
22003512	AMAZON CAPITAL SERVICES	C/O 1: REDUCE QUANTITY; OFFICE SUPPLIES	BURBANK HIGH SCHOOL	010	$344.30

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BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003529	SCHOOL SPECIALTY, INC	C/O 1: CANCEL BACKORDER; PHYSICAL EDUCATION SUPPLIES	JEFFERSON ELEMENTARY	010	$859.01
22003606	DICK BLICK CO	C/O 1: CANCEL BACKORDER; ART SUPPLIES	BURBANK HIGH SCHOOL	010	$487.16
22003630	SCHOOL MATE	C/O 1: INCREASE BY $50.00; STUDENT PLANNERS	MILLER ELEMENTARY	010	$1,831.64
22003666	BRAILLE SIGNS, INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$1,025.33
22003677	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: CANCEL BACKORDER; CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	Stevenson Latchkey	010	$281.79
22003694	SCHOOL SPECIALTY, INC	C/O 1: CANCEL ITEM; OFFICE FURNITURE; GIFT FUNDS	MONTEREY HIGH SCHOOL	010	$2,635.33
22003758	UME FEDERAL CREDIT UNION	C/O 1: INCREASE BY $800.00; FURNITURE RENTAL FOR PROMOTION; GIFT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$4,540.00
22003790	AMAZON CAPITAL SERVICES	C/O 1: ORDER REPLACEMENT; CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	BURBANK ADULT SCHOOL	010	$217.26
22003836	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: CANCEL BACKORDERS; CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	STEVENSON ELEMENTARY	010	$465.18
22003845	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: CANCEL ITEM; CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	PROVIDENCIA ELEMENTARY	010	$2,501.29
22003861	24/7 PRODUCTION CLEAN	C/O 1: INCREASE BY $200.00; PROFESSIONAL SERVICES; POST CONSTRUCTION CLEANING SERVICE AT DISNEY ES; BOND FUNDS	FACILITIES SERVICES	213	$3,700.00
22003886	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REAPIR	MUIR MIDDLE SCHOOL	010	$201.52
22003887	REFRIGERATION SUPPLIES DIST	HVAC SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$4,486.06
22003888	FROELICH, KELLY	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$312.30
22003889	KLEIN, JENNIFER	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$687.39
22003890	DEL RIO, ERICA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SELF SUPPORT CHILDCARE - CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$98.18
22003891	O'KEEFE, JESSICA	REIMBURSEMENT TO FUNDRAISING COMMITTEE MEMBER FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$316.05
22003892	O'KEEFE, JESSICA	REIMBURSEMENT TO FUNDRAISING COMMITTEE MEMBER FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$881.22
22003893	CO TING KEH, ROWENA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	EMERSON ELEMENTARY	010	$252.09
22003895	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$68.34

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003896	MINASSIANS, ALEX	REIMBURSEMENT TO LIBRARIAN FOR FOOD FOR EVENT; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$151.08
22003897	FLOSI, LAURA	REIMBURSEMENT TO PRINCIPAL FOR EVENT SUPPLIES	EDISON ELEMENTARY	010	$26.98
22003898	ROBERTS, ROBYN	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$20.54
22003899	MEADE, SHANNON	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$31.78
22003900	BARZEGAR, NARINEH	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR FOOD FOR EVENT	BURBANK HIGH SCHOOL	010	$20.26
22003901	SCHOLASTIC INC.	BOOK FAIR FUNDRAISER; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$4,108.53
22003902	GRIMSHAW, DENA	REIMBURSEMENT TO TEACHER FOR FOOD FOR EVENT; FILM LA FUNDS	BURBANK HIGH SCHOOL	010	$580.00
22003903	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	TECHNOLOGY SERVICES	010	$562.26
22003904	BERTRAND'S MUSIC	MUSICAL INSTRUMENT SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$174.65
22003905	FLAPPERS COMEDY CLUB & RESTAURANT	PROFESSIONAL DEVELOPMENT; GIFT FUNDS	INSTRUCTIONAL SERVICES	010	$900.00
22003906	ILLUMINATE EDUCATION INC	SOFTWARE LICENSES; ELO FUNDS; BOARD APPROVED 6/17/21	ELECTRONIC DISTRIBUTION	010	$103,299.00
22003907	ALMER, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$78.68
22003908	YOUNG, RON	REIMBURSEMENT TO PRINCIPAL FOR EVENT SUPPLIES	JEFFERSON ELEMENTARY	010	$28.65
22003909	ESKANDAR, CATHERINE	REIMBURSEMENT TO TEACHER FOR EVENT SUPPLIES; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$59.54
22003910	RAGLE, DANA	REIMBURSEMENT TO TEACHER FOR EVENT SUPPLIES; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$61.81
22003911	FRANCISCO, SUSAN	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$52.45
22003912	MARKOSIAN, ALICE	CONSULTANT AGREEMENT; PAYROLL SUPPORT; BOARD APPROVED 5/19/22	FISCAL SERVICES	010	$9,000.00
22003913	CALIFORNIA DEPT OF EDUCATION	RECOVERY OF OVERPAYMENT OF APPORTIONMENT IN FY 2020-21; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$16,372.00
22003914	COUNTY OF LOS ANGELES PUBLIC HEALTH	ENVIRONMENTAL HEALTH PERMITS FOR BHS & JBHS SWIMMING POOLS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,344.00
22003915	REFRIGERATION SUPPLIES DIST	HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	MILLER ELEMENTARY	010	$1,691.52
22003916	BERTRAND'S MUSIC	MUSICAL INSTRUMENTS; ARTS FOR ALL FUNDS	VARIOUS SITES	010	$16,525.33
22003917	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; GEER I FUNDS	TECHNOLOGY SERVICES	010	$29,809.14
22003918	THE MUSIC CENTER	CONSULTANT AGREEMENT; SUMMER SCHOOL ASSEMBLIES AT MILLER, MCKINLEY AND PROVIDENCIA ES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	VARIOUS SITES	010	$4,650.00
22003919	WAZIRKAJOYAN, MIRIAM	REIMBURSEMENT TO PRINCIPAL FOR EVENT SUPPLIES	EMERSON ELEMENTARY	010	$166.98

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003920	PATTON, JESSICA	REIMBURSEMENT TO PSYCHOLOGIST FOR EVENT SUPPLIES; GENERAL UNRESTRICTED & GIFT FUNDS	EMERSON ELEMENTARY	010	$19.88
22003921	JOAN WILLGUES	CONSULTANT AGREEMENT; COSTUME DESIGNER; ACCOUNTS RECEIVABLE FUNDS; BOARD APPROVED 5/19/22	DOLORES HUERTA MIDDLE SCHOOL	010	$1,000.00
22003922	CHONG, JANET	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$135.52
22003923	CHANG, TIFFANY	REIMBURSEMENT TO PARENT FOR FOOD FOR EVENT; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$86.66
22003924	SHARMA, MANISH	REIMBURSEMENT TO PARENT FOR FOOD FOR EVENT; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$64.93
22003925	MARQUIS, SAMANTHA	REIMBURSEMENT TO CHAIR MEMBER FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$243.82
22003926	LALICATA, TRACI	REIMBURSEMENT TO PTA PRESIDENT FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$335.27
22003927	FIRST UNITED METHODIST CHURCH BURBANK	REIMBURSEMENT TO PRESIDENT FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$125.00
22003928	METCALF, DIANE	REIMBURSEMENT TO TEACHER FOR SUPPLIES	EMERSON ELEMENTARY	010	$95.89
22003929	MILLER, GREG	REIMBURSEMENT TO PRINCIPAL FOR SUPPLIES	MUIR MIDDLE SCHOOL	010	$52.47
22003930	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$666.73
22003931	SETA, YVONNE	REIMBURSEMENT TO OFFICE MANAGER FOR SCHOOL SUPPLIES	WASHINGTON ELEMENTARY	010	$51.39
22003932	SWEETWATER SOUND INC	STAGE EQUIPMENT AND SUPPLIES; PERKINS GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$5,389.02
22003933	GORING, VICTORIA	REIMBURSEMENT TO PARENT FOR TRANSPORTATION COSTS; AMERICAN RESCUE PLAN - HOMELESS CHILD & YOUTH II FUNDS	Student Services	010	$698.39
22003934	IN THE KILN	CONSULTANT AGREEMENT; TILE NIGHT; GIFT FUNDS; BOARD APPROVED 5/5/22	MILLER ELEMENTARY	010	$3,145.50
22003935	AMAZON CAPITAL SERVICES	TECHONOLOGY SUPPLIES	PROVIDENCIA ELEMENTARY	010	$111.09
22003936	HOPSKIPDRIVE INC	STUDENT TRANSPORTATION; SPECIAL EDUCATION TRANSPORTATION FUNDS; BOARD APPROVED 5/5/22	SPECIAL EDUCATION	010	$75,000.00
22003937	WILLIAM V MACGILL & COMPANY	C/O 1: CANCEL ITEM; HEALTH SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	MILLER ELEMENTARY	010	$105.84
22003938	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	MC KINLEY ELEMENTARY	010	$63.81
22003939	WILLIAM V MACGILL & COMPANY	C/O 1: CANCEL ITEM; HEALTH SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	MILLER ELEMENTARY	010	$105.84
22003940	PATEL, DIPALI	REIMBURSEMENT TO PTA MEMBER FOR EVENT DJ SERVICES; GIFT FUNDS	EMERSON ELEMENTARY	010	$775.00
22003941	VARGAS, WENDY	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR FOOD FOR EVENT; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$310.00

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PO Number	Vendor	Description	Site	Fund	Total Amount
22003942	CELAYA, CATHERINE	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR FOOD & EVENT SUPPLIES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$247.33
22003943	WILDLIFE LEARNING CENTER	CONSULTANT AGREEMENT; ASSEMBLY; GIFT FUNDS; BOARD APPROVED 5/19/22	JEFFERSON ELEMENTARY	010	$2,370.00
22003944	CLENDENIN, ERIN FIEDLER	CONSULTANT AGREEMENT; ART INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/2/21	JEFFERSON ELEMENTARY	010	$2,250.00
22003945	SUH, CHRISTINE S	PROFESSIONAL SERVICES; TRANSITIONAL ASSESSMENT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/19/22	SPECIAL EDUCATION	010	$3,000.00
22003946	PROFESSIONAL TUTORS OF AMERICA, INC	PROFESSIONAL SERVICES; COMPENSATORY EDUCATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/19/22	SPECIAL EDUCATION	010	$3,200.00
22003947	DUFFIELD, REBECCA	CONSULTANT AGREEMENT; PHOTOGRAPHY INSTRUCTION; GIFT FUNDS; BOARD APPROVED 5/19/22	JEFFERSON ELEMENTARY	010	$1,350.00
22003948	VILLAFUERTE, BERTHA	REIMBURSEMENT TO PARENT FOR GRAD NIGHT ABSENCE; ESSER FUNDS	FISCAL SERVICES	010	$120.00
22003949	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; MEDICAL FUNDS	WASHINGTON ELEMENTARY	010	$59.50
22003950	KIM, CLARA ESTHER	REIMBURSEMENT TO PARENT FOR FOOD FOR EVENT; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$225.00
22003951	KIM, CLARA ESTHER	REIMBURSEMENT TO PARENT FOR FOOD & EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$154.15
22003952	ANDERSON, JENNIFER	REIMBURSEMENT TO PARENT FOR FOOD & EVENT SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$166.20
22003953	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$74.17
22003955	RELIABLE DELIVERY SERVICE	CONTAINER MOVING SERVICE; BOND FUNDS	FACILITIES SERVICES	213	$2,310.00
22003956	NTT AMERICA SOLUTIONS INC	2021-006 E-RATE TECHNOLOGY UPS REPLACEMENTS; BOND FUNDS; BOARD APPROVED 3/4/21	TECHNOLOGY SERVICES	213	$42,840.39
22003957	NTT AMERICA SOLUTIONS INC	1920-024 E-RATE TECHNOLOGY NETWORK ELECTRONICS; BOND FUNDS; BOARD APPROVED 4/16/20	TECHNOLOGY SERVICES	213	$251,640.33
22003958	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	PROVIDENCIA ELEMENTARY	010	$226.22
22003959	INSECT LORE PRODUCTS	INSTRUCTIONAL SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	MILLER ELEMENTARY	010	$49.68
22003960	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEMS; INSTRUCTIONAL MATERIALS; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	INSTRUCTIONAL SERVICES	010	$1,587.58
22003961	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEM; INSTRUCTIONAL MATERIALS; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	INSTRUCTIONAL SERVICES	010	$1,685.07

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22003963	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	MC KINLEY ELEMENTARY	010	$242.83
22003964	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	MILLER ELEMENTARY	010	$242.83
22003965	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	PROVIDENCIA ELEMENTARY	010	$321.04
22003966	RAPTOR TECHNOLOGIES LLC	VISITOR MANAGEMENT SYSTEM ANNUAL ACCESS FEE; BOARD APPROVED 6/17/21	TECHNOLOGY SERVICES	010	$11,865.00
22003968	AUNTIE M CREATIVE CONSULTANTS INC	EQUIPMENT RENTAL	VARIOUS SITES	010	$7,143.50
22003969	TOTAL CORPORATE SECURITY LLC	SECURITY SERVICES	VARIOUS SITES	010	$6,291.00
22003970	BAKER, RYAN	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SELF SUPP CHILDCARE FUNDS	CHILD DEVELOPMENT SERVICES	120	$139.77
22003971	GORING, CHRYSALIS	REIMBURSEMENT TO PARENT FOR VEHICLE DAMAGE	FISCAL SERVICES	010	$279.59
22003972	COSTELLA, LIZ	REIMBURSEMENT TO PRINCIPAL FOR FOOD AND EVENT SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$312.16
22003973	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$221.34
22003975	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES; EXPANDED LEARNING OPPORTUNITIES FUNDS	MILLER ELEMENTARY	010	$44.40
22003976	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$77.62
22003977	HONEYSTEIN, GAIL	REIMBURSEMENT TO SCHOOL CHAIRPERSON FOR EVENT SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$653.87
22003978	ATK AUDIOTEK	AUDIO EQUIPMENT; PERKINS GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$1,102.50
22003979	AMAZON CAPITAL SERVICES	HEALTH SUPPLIES; EXPANDED LEARNING OPPORTUNITIES PROGRAM LEARNING FUNDS	MC KINLEY ELEMENTARY	010	$76.54
22003980	AMTECH ELEVATOR SERVICES	ELEVATOR REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$1,670.90
22003981	AMAZON CAPITAL SERVICES	EVENT SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$454.29
22003982	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; PERKINS GRANT	BURBANK HIGH SCHOOL	010	$967.39
22003983	SWEETWATER SOUND INC	AUDIO EQUIPMENT; PERKINS GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$2,543.47
22003984	SWEETWATER SOUND INC	STAGE EQUIPMENT AND SUPPLIES; PERKINS GRANT	BURBANK HIGH SCHOOL	010	$1,625.64
22003985	FILE KEEPERS, LLC	DOCUMENT DESTRUCTION	ROOSEVELT ELEMENTARY	010	$75.00
22003986	KINETIC LIGHTING INC	STAGE EQUIPMENT AND SUPPLIES; PERKINS GRANT	BURBANK HIGH SCHOOL	010	$4,331.79
22003987	AMAZON CAPITAL SERVICES	STAGE EQUIPMENT AND SUPPLIES; PERKINS GRANT	BURBANK HIGH SCHOOL	010	$1,527.03

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22003988	ZEPEDA SALAZAR, SUSAN	REIMBURSEMENT TO CAMPUS SUPERVISOR FOR CLASSROOM SUPPLIES; GIFT FUNDS	CHILD DEVELOPMENT SERVICES	010	$29.26
22003989	MILLER, GREG	REIMBURSEMENT TO PRINCIPAL FOR FOOD FOR EVENT; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$87.74
22003990	MADRIGAL, MARIAH	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$43.88
22003991	DRIFTWOOD DAIRY	2022 BLANKET ORDER; DAIRY PRODUCTS FOR ATB SITES; EXPANDED LEARNING OPPORTUNITIES PROGRAM FUNDS	CHILD DEVELOPMENT SERVICES	010	$1,000.00
22003992	JAFFE, GLEN H	CONSULTANT AGREEMENT; HISTORY MUSIC LESSON; MAA FUNDS; BOARD APPROVED 11/4/21	MUIR MIDDLE SCHOOL	010	$500.00
22003993	MOOS, STEVEN EDWARD	CONSULTANT AGREEMENT; HISTORY MUSIC LESSON; MAA FUNDS; BOARD APPROVED 11/4/22	MUIR MIDDLE SCHOOL	010	$500.00
22003994	MUSHMEL, CAROLYN	REIMBURSEMENT TO PARENT FOR FOOD; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$175.52
22003995	DIETER, LAUREN	REIMBURSEMENT TO ADMINISTRATIVE SECRETARY FOR EVENT SUPPLIES; GIFT FUNDS	Student Services	010	$2.86
22003996	DRECHSLER, MELINDA	REIMBURSEMENT TO OFFICE ASSISTANT FOR FOOD FOR EVENT; GIFT FUNDS	Student Services	010	$74.00
22003997	DIETER, LAUREN	REIMBURSEMENT TO ADMINISTRATIVE SECRETARY FOR FOOD FOR EVENT; GIFT FUNDS	Student Services	010	$65.49
22003998	KINNEAR, JOSIE	REIMBURSEMENT TO VOLUNTEER FOR EVENT SUPPLIES; GIFT FUNDS	Student Services	010	$39.69
22003999	RELIABLE FLOOR COVERING, INC	FURNISH AND INSTALL FLOORING IN DISNEY ELEMENTARY SCHOOL ELEVATOR; BOND FUNDS; BOARD APPROVED 7/21/22	FACILITIES SERVICES	213	$1,459.00
22004000	GEARY PACIFIC SUPPLY	HVAC EQUIPMENT; BOND FUNDS; BOARD APPROVED 7/21/22	FACILITIES SERVICES	213	$10,570.11
		PO Count:	**145**	**Total:**	**$4,075,959.75**

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BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	130	$2,175,939.79
120	Child Development Fund	5	$84,274.98
130	Cafeteria Fund	3	$1,110,200.00
213	Building Fund - 3rd Issuance	8	$705,544.98
		Total:	**$4,075,959.75**

BURBANK UNIFIED SCHOOL DISTRICT

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PO Number	Vendor	Description	Site	Fund	Total Amount
23000001	MYSTERY SCIENCE INC	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/16/22	WASHINGTON ELEMENTARY	010	$1,325.00
23000002	MYSTERY SCIENCE INC	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/16/22	DISNEY ELEMENTARY	010	$1,325.00
23000003	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	TEXTBOOKS; ADOPTED; LOTTERY FUNDS; BOARD APPROVED 5/19/22	INSTRUCTIONAL SERVICES	010	$565,781.84
23000004	SOUTHWEST SCHOOL & OFFICE SUPPLY	2022-23 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$5,000.00
23000005	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2022-23 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$5,000.00
23000006	SOUTHWEST SCHOOL & OFFICE SUPPLY	2022-23 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	STEVENSON ELEMENTARY	010	$6,500.00
23000007	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2022-23 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	STEVENSON ELEMENTARY	010	$6,000.00
23000009	SCHOOL SPECIALTY, INC	OFFICE FURNITURE; GIFT FUNDS	MONTEREY HIGH SCHOOL	010	$2,698.26
23000010	SCHOOL OUTFITTERS	CLASSROOM FURNITURE; CAPITAL FACILITIES FUNDS	BRET HARTE ELEMENTARY	250	$2,308.11
23000011	SCHOOL SPECIALTY, INC	FURNITURE; CAPITAL FACILITIES FUNDS	BRET HARTE ELEMENTARY	250	$1,792.84
23000012	SCHOOL SPECIALTY, INC	PHYSICAL THERAPY EQUIPMENT; SPECIAL EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$716.82
23000013	VIRCO MFG CO.	FURNITURE; CAPITAL FACILITIES FUNDS	EDISON ELEMENTARY	250	$6,216.90
23000014	TIME FOR KIDS SUBSCRIPTIONS	MAGAZINE SUBSCRIPTION; TITLE I FUNDS	DISNEY ELEMENTARY	010	$522.50
23000015	SCHOOL SPECIALTY, INC	PLAYGROUND SUPPLIES	STEVENSON ELEMENTARY	010	$47.93
23000016	SCHOOL OUTFITTERS	FURNITURE; FILM LA FUNDS	VARIOUS SITES	010	$12,083.68
23000017	LAKESHORE CURRICULUM MATERIAL	CLASSROOM RUGS; CAPITAL FACILITIES FUNDS	JEFFERSON ELEMENTARY	250	$1,210.55
23000018	LAKESHORE CURRICULUM MATERIAL	CLASSROOM RUG; CAPITAL FACILITIES FUNDS	EDISON ELEMENTARY	250	$439.90
23000019	LAKESHORE CURRICULUM MATERIAL	FURNITURE	ROOSEVELT ELEMENTARY	010	$1,967.96
23000020	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2022-23 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$5,000.00
23000021	SOUTHWEST SCHOOL & OFFICE SUPPLY	2022-23 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$5,000.00
23000022	GOPHER SPORT	PLAYGROUND SUPPLIES	STEVENSON ELEMENTARY	010	$463.54
23000023	SCHOOLOUTLET.COM	FURNITURE; CAPITAL FACILITIES FUNDS	JEFFERSON ELEMENTARY	250	$8,042.17
23000024	DAVE BANG & ASSOCIATES INC	2223-001 REPLACE PLAYGROUND RUBBER SURFACING AT BURBANK ADULT SCHOOL DAYCARE; CMAS CONTRACT 4-22-03-1024; DEFERRED MAINTENANCE FUNDS	FACILITIES SERVICES	140	$57,253.58
23000025	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTION; TITLE I FUNDS	DISNEY ELEMENTARY	010	$1,813.41
23000026	SCHOOL MATE	INSTRUCTIONAL MATERIALS	DISNEY ELEMENTARY	010	$581.16

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Printed between 05/24/2022 & 06/20/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
23000027	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$340.78
23000028	FILE KEEPERS, LLC	2022-2023 BLANKET ORDER; DOCUMENT DESTRUCTION; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$300.00
23000029	CASBO	2022-2023 INSTITUTIONAL MEMBERSHIP; BOARD APPROVED 6/16/22	FISCAL SERVICES	010	$5,250.00
23000030	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$880.00
23000031	SCHOOL SPECIALTY, INC	PLAYGROUND SUPPLIES	DISNEY ELEMENTARY	010	$427.38
23000033	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$455.00
23000034	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$525.00
23000035	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,186.57
23000036	TIME FOR KIDS SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS; TITLE I FUNDS	MILLER ELEMENTARY	010	$1,885.28
23000037	PRO-ED	TESTING MATERIALS	SPECIAL EDUCATION	010	$569.99
23000038	PRO-ED	TESTING MATERIALS	SPECIAL EDUCATION	010	$509.86
23000039	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	BRET HARTE ELEMENTARY	010	$103.94
23000040	ACADEMIC INNOVATIONS LLC	TEXTBOOKS; ADOPTED; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS	WAREHOUSE	010	$23,792.60
23000041	LEARNING WITHOUT TEARS	INSTRUCTIONAL SUPPLIES	ROOSEVELT ELEMENTARY	010	$2,948.17
23000042	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL SUPPLIES	STEVENSON ELEMENTARY	010	$183.99
23000043	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL SUPPLIES	JEFFERSON ELEMENTARY	010	$321.97
23000045	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTIONS; TITLE I FUNDS	MILLER ELEMENTARY	010	$3,208.50
23000046	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2022-23 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$5,000.00
23000047	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES	BURBANK HIGH SCHOOL	010	$753.43
23000048	SCHOOL HEALTH CORPORATION	HEALTH SUPPLIES	BURBANK HIGH SCHOOL	010	$36.39
23000049	XELLO	SOFTWARE LICENSE; WORKABILITY GRANT; BOARD APPROVED 6/16/22	SPECIAL EDUCATION	010	$710.00
23000050	DON JOHNSTON INC	SOFTWARE LICENSE; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/16/22	SPECIAL EDUCATION	010	$324.00
23000051	SCHOOL MATE	STUDENT PLANNERS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$334.06
23000052	DECKER EQUIPMENT/SCHOOL FIX	CUSTOM SIGNS; CONTINUATION EDUCATION - MONTEREY FUNDS	MONTEREY HIGH SCHOOL	010	$71.99
23000053	DICK BLICK CO	ART SUPPLIES	BURBANK HIGH SCHOOL	010	$2,863.27

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 05/24/2022 & 06/20/2022

PO Number	Vendor	Description	Site	Fund	Total Amount
23000054	MOBYMAX, LLC	SOFTWARE LICENSE; LEARNING RECOVERY SUPPORT FUNDS; BOARD APPROVED 6/16/22	SPECIAL EDUCATION	010	$5,199.00
23000055	LEVEL 3 COMMUNICATIONS LLC	COMMUNICATIONS AGREEMENT; VOIP SIP TRUNK SERVICE YEAR 3 OF 3; BOARD APPROVED 4/16/20	TECHNOLOGY SERVICES	010	$14,400.00
23000056	TURNITIN, LLC	SOFTWARE LICENSE; BOARD APPROVED 6/16/22	BURBANK HIGH SCHOOL	010	$7,920.15
		PO Count:	**53**	**Total:**	**$779,592.47**

Printed between 05/24/2022 & 06/20/2022

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	46	$702,328.42
140	Deferred Maintenance Fund	1	$57,253.58
250	Capital Facilities Fund	6	$20,010.47
		Total:	**$779,592.47**

7/21/2022

To the Superintendent of Schools:

Request for the authorization of the following warrants is presented for your approval subject to the action of the Board of Education.

Warrants	Payroll	Warrants	Commercial
7329732	7329733	20509783	20509788
7330663	7330670	20510805	20510851
7331281	7331318	20511837	20511885
7332338	7332378	20513157	20513186
7334639	7334656	20516845	20516845
7334984	7334992	20519238	20519302
7339270	7339271	20520637	20520684
7344163	7344173	20521830	20521868
7339565	7339698	20523120	20523120
7342394	7342396	20524045	20524072
7344972	7345043	20525277	20525319
7350780	7350791	20526823	20526863
7351121	7351139	20532881	20532912
7355585	7355623	20534035	20534062
7365640	7365641	20536021	20536110
7366132	7366164	20538194	20538234
7370753	7370758	20539462	20539462
7371666	7371685	202205270066294	202206280070556
7374112	7374150	20542487	20542550
1906668	1906757	20543705	20543709
1935281	1935635	20546741	20546791
1953819	1954417	20547782	20547850
1970273	1970279	20549431	20549464
1978697	1978736	202207050071414	202207110072696
2001437	2001693		
2023547	2024233		
7376193	7376195		
7378122	7378178		
7377370	7377386		
7379896	7379908		
7381587	7381604		
7382848	7382866		
7386981	7387185		
7383490	7383521		
7388910	7388977		
7394456	7394504		
2045352	2045437		
2063792	2063937		
2079188	2079345		
2094269	2094533		
2108931	2108931		
2115598	2115758		

6/1/22 - 7/13/22 **$ 13,595,551.48** **5/27/22 - 7/13/22** **$ 9,759,138.25**

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	July 21, 2022
SUBJECT:	Approval of Instructional Consultant Services

Background:

The purpose of the Instructional Consultant Services is to enrich student learning. Consultants are selected based on their qualifications regarding specific subject areas. When a consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: July 21, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Burbank Adult School	Purple Communications, Inc.	Interpreters/Translation for DHH students/teachers	7/22/2022–06/30/2023	$5,000	11.0-63910.0-41101-10000-5810-5330000 - $1,250 11.0-63910.0-41104-10000-5810-5330000 - $1,000 11.0-63910.0-41106-10000-5810-5330000 - $1,000 11.0-00639.0-41120-10000-5810-5330000 - $1,750
Bret Harte Elementary	Michael Paul	Music Education for TK-3rd	9/5/2022–12/15/2022	$8,356.92	01.0-90201.0-11100-10000-5810-2058700
Instructional Services	The Performing Arts Center of Los Angeles County (The Music Center)	The Music Center will be providing theatre and play writing workshops for EL students in grades 6-12. Sessions will be held at Huerta, Luther, Muir, BHS and JBHS. These workshops will help students develop their communication skills.	9/12/2022–6/30/2023	$50,400	01.0-42030.0-47600-10000-5810-7429000
McKinley Elementary	Education through Music LA	Music instruction for TK-3rd grade classes every other week	9/12/2022–5/26/2023	$10,998	01.0-90201.0-17000-10000-5810-2098700
McKinley Elementary	Garri Dance Studio	Dance instruction for all students in TK-5th grade from 1/30-3/17 culminating in Spring dance	1/30/2023–3/17/2023	$6,750	01.0-90201.0-17000-10000-5810-2098700
Stevenson Elementary	Andrew Grueshow	Music workshops for 2nd and 5th grades	1/9/2023–4/10/2023	$7,100	01.0-90201.0-17000-10000-5810-2158700
Stevenson Elementary	Enrich LA	Enrich LA Hybrid Program	8/15/2022–8/13/2023	$6,900	01.0-90201.0-11100-10000-5810-2158200
Stevenson Elementary	Garri Dance Studio	12 week dance program	9/16/2022–12/16/2022	$13,500	01.0-90201.0-11100-10000-5810-2158700
Stevenson Elementary	Meriel Stern	3rd grade art classes	1/13/2023–3/21/2023	$4,500	01.0-90201.0-11100-10000-5810-2158700

Washington Elementary	Education through Music LA	All TK-3rd grade students will receive biweekly comprehensive music education by credentialed music teacher	9/12/2022–5/26/2023	$11,750.75	01.0-90201.0-11100-10000-5810-2168400
Washington Elementary	Garri Dance	6-weeks of dance instruction with the emphasis on the CA State Dance/VAPA Standards	1/30/2023–3/17/2023	$4,500	01.0-90201.0-11100-10000-5810-2168200
Washington Emerson Bret Harte Stevenson Disney Providencia Edison Miller McKinley Jefferson	Luke Anderson	Continued peaceful playground instruction and training with students, staff and yard supervisors. All schools will get a kick off with playground expectation assemblies	8/16/2022–5/25/2023	$3,150 per school site (10 hours per month, per school site)	01.0-30100.0-11100-10000-5810-2161000 01.0-00000.0-11100-10000-5810-2031000 01.0-90201.0-11100-10000-5810-2058200 01.0-00000.0-11100-10000-5810-2151000 01.0-00000.0-11100-10000-5810-2011000 01.0-90201.0-11100-10000-5810-2138700 01.0-90201.0-11100-10000-5810-2028000 01.0-00000.0-11100-10000-5810-2101000 01.0-90350.0-11100-10000-5810-2108000 01.0-90350.0-11100-10000-5810-2098000 01.0-00000.0-11100-10000-5810-2061000

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22 of July , 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Purple Communications Inc hereinafter referred to as "Consultant."

Payee's Name Purple Communications Inc Daytime Phone Number (800) 900-9478

Email Address purplelongbeach@purple.us

Mailing Address 13620 FM BLDG C STE100 Austin, Tx 78717

Sponsoring Administrator Sharon Cuseo

Board Approval Date July 21, 2022

Account String 25% = 11.0-63910.0-41101-10000-5810-5330000, 20% = 11.0-63910.0-41104-10000-5810-5330000, 20% = 11.0-63910.0-41106-10000-5810-5330000, 35% = 11.0-00639.0-41120-10000-5810-5330000

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 $ see attached per hour■/ per day ☐/ per session☐ for a total not to exceed $ 5,000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on July 22, 2022 and terminating on June 30, 2023 .
3. Payment Terms: _____
4. Consultant will provide the following services:

   interpreters/translation for DHH students/teachers

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

Burbank Unified School District of Los Angeles County

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

_____		Keith D. Wheeler	7/7/22
BUSD Authorized Signature/Title	Date	Consultant Purple Communications Inc	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

Purple

a Division of ZP Better Together, LLC



Purple partners with you in the Southern California Area
to assure your people can communicate, converse, and connect.

Email: purplelongbeach@purple.us **Web:** signlanguage.com
Phone: 800-900-9478 x1390 | After Hours 800-549-6000

STANDARD HOURLY RATES

Standard rates will apply to assignments that occur during regular business hours (8:00a-5:00p), Monday to Friday, and requested with greater than two full business days' notice.

IN-PERSON INTERPRETING To learn more, click signlanguage.com/onsite-interpreting	**$85/hour**
SCHEDULED VIRTUAL INTERPRETING (SVI) To learn more, click signlanguage.com/svi	**$90/hour**
VIRTUAL CART/CAPTIONING To learn more, click signlanguage.com/cart	**$165/hour**

DIFFERENTIALS

In addition to the standard rates above, the following per hour differentials will apply to the listed services:

- A **$15/hour** specialty differential will be charged for assignments that require specific practitioner knowledge, training, or experience.
- A **$20/hour** after-hours differential will be charged for assignments that occur outside of regular business hours or on a holiday.
- A **$30/hour** emergency differential will be charged for assignments requested with less than two full business days' notice.

IN-PERSON ASSIGNMENT CHARGES

- A $85 fee, per practitioner, will be charged for all in-person assignments.
- Reasonable parking, public transportation, mileage (current federal government rate) and other fees incurred during service provision will be charged.

Initials _____

Purple

a Division of ZP Better Together, LLC



BILLING INCREMENTS

- All assignments are charged per practitioner.
- In-person interpreting assignments are billed a two-hour minimum and thereafter billed in 30-minute increments.
- Scheduled Virtual Interpreting (SVI) assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.
- Virtual CART/Captioning assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.

CANCELLATIONS

- In-person interpreting assignments will be charged in full unless cancelled with two full business days' notice.
- Scheduled Virtual Interpreting (SVI) assignments will be charged in full unless cancelled with one full business days' notice.
- Virtual CART/Captioning assignments will be charged in full unless cancelled with one full business days' notice.

NUMBER OF PRACTITIONERS

To protect the occupational safety of our practitioners and to assure the highest quality communication, assignments may require a team of two or more practitioners. A Purple representative will work with you to determine the appropriate number of practitioners needed for your assignment. In the case that you are unavailable to discuss the number of practitioners required, Purple will make the necessary determinations.

ADDITIONAL SERVICES

- **Video Remote Interpreting (VRI)** provides a virtual interpreter on-demand and is available 24/7 with no pre-scheduling required. VRI sessions are billed at $3.00/minute with a 5-minute minimum per assignment. To learn more about VRI click signlanguage.com/vri
- Pricing quotes are available upon request for In-person CART/Captioning services.
- Pricing quotes are available upon request for Post-Production Captioning services for a variety of media.

TERMS

To review current terms of this agreement please visit purplevrs.com/terms

Initials _____

Purple

a Division of ZP Better Together, LLC



PAYMENT

- ACH/EFT payments are preferred. We also accept major credit cards.
- Customers will receive a detailed invoice which must be paid within thirty (30) days of receipt of invoice. Accounts 45 days past due may be charged 1.5% interest on the outstanding balance.
- Invoicing for services rendered will occur electronically via email to the address provided. If you prefer an alternative billing method, please contact billing@purple.us
- To assure accurate billing, two distinct contacts are required; please include both a primary and secondary contact to prevent delays in activating your service.
- For all VRI assignments, Purple will invoice monthly and provide a call detail report.

SERVICE ACTIVATION

To activate services, please complete, sign and initial where appropriate this Rates and Policies form and return to bizdev@purple.us. A signed copy must be received before services can be provided.

AUTHORIZATION

By signing below, you certify that you are authorized to accept terms on behalf of your organization, and you agree that your use of Purple constitutes acceptance of all the rates, terms and policies set forth herein.

Organization Name

Title

Print Name

Signature

Date

Address

Secondary Billing Contact Person

Secondary Billing Phone

Address cont.

Secondary Billing Email Address

Email Address

Secondary Billing Address

Monthly

Billing Frequency

Credit Card

Payment Method

Phone

☐ Single Bill Invoice ☐ Batch Bill Invoice

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 3rd of June, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Michael Paul hereinafter referred to as "Consultant."

Payee's Name Michael Paul Daytime Phone Number [redacted]

Email Address [redacted]gmail.com

Mailing Address [redacted] CA 91316

Sponsoring Administrator Martha Walter

Board Approval Date July 21, 2022

Account String 010 90201 0 11100 10000 ~~5850~~ 5810 205 8700

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 321.42 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 8,356.92 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on September 5, 2022 and terminating on December 16, 2022.
3. Payment Terms: Consultant will be paid in 2 payments. The first upon completion of 12 days of work, on October 14, 2022 in the amount of $3,857.04. The second for 14 days of work, on December 16, 2022 in the amount of $4,499.88.
4. Consultant will provide the following services: Music Education to Bret Harte Elementary for Transitional Kinder through 3rd grade, for a total of 42 days, for 21 weeks.. Instruction will occur 2 days a week, Wednesdays and Thursdays. One day of instruction, will consist of five to six (5-6) thirty minute lessons, following the agreed upon lesson plans, for a total of 210 lessons.
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title	Date	Consultant	6/6/202 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

Michael Paul

MUSIC INSTRUCTOR

[redacted]
[redacted] CA 91316
[redacted]
[redacted]gmail.com

EXPERIENCE

Bret Harte Elementary School, Burbank, CA
Music Teacher
Fall 2021 - PRESENT

Adjudicator
MTAC Certificate of Merit, So Cal Bach Festival, Various Festivals, and Competitions throughout Southern California.
2004 - PRESENT

Private Piano Instructor
Encino Home Studio, and Private Homes
1990 - PRESENT

MTAC Branch President, MTAC-SFEV
2003-2013

MTAC, Certificate of Merit Chair
1998-2010

Kadima Conservatory of Music, Sherman Oaks, CA
Private Piano, and Theory Instruction
1990-1994

Learning Tree University, Thousand Oaks, CA
Adult Class Piano
1993-1994

Learning Tree University, Chatsworth, CA
Fun With Music for Kids (Ages 8-12), Music Camp for Kids (Ages 8-12), Keyboards for Kids (Ages 8-12)
1990-1992

Eubanks Conservatory, Los Angeles, CA
Private Piano, and Guitar Instruction
1990-1992

EDUCATION

Cal State University Northridge — *BM, Composition - Piano as Instrument*

1986- 1991

Musician's Institute, Hollywood — *Certificate of Completion, Guitar*

1984-1985

- **Good with all ages**
- **College Preparatory**
- **Students have won numerous competitions**
- **Students have become Music Majors**
- **Students have become Professional Musicians**
- **Have worked with students with Special Needs including; ADHD, Austism, Eating Disorders, Intellectual Disability, and Transgender.**
- **Very patient, and generous with time.**
- **MEMBER: MTAC and A.S.CA.P.**

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 21 of July , 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and The Performing Arts Center of LA County ("Music Center") hereinafter referred to as "Consultant."

Payee's Name The Performing Arts Center of Los Angeles County ("The Music Center") Daytime Phone Number (213) 972-3397

Email Address PCantarelli@MusicCenter.org

Mailing Address P. O. Box 846999, Los Angeles, CA 90084-6999

Sponsoring Administrator Dr. Peter Knapik

Board Approval Date July 21, 2022

Account String 01.0-42030.0-47600-10000-5810-7429000

The assignment ☐ **will** or ■ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 125 per hour■/ per day ☐/ per session☐ for a total not to exceed $ 50,400 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on September 12, 2022 and terminating on June 30, 2023 .
3. Payment Terms: to be paid upon completion
4. Consultant will provide the following services:

   The Music Center will be providing theatre and play writing workshops for EL students in grades 6-12. Sessions will be held at Huerta, Luther, Muir, BHS and JBHS. These workshops will help students develop their communication skills.
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.

		06/28/2022	
BUSD Authorized Signature/Title	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 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



Welcome to The Music Center

With America's most diverse population, Los Angeles is the cultural hub of the country and the location for more entertainment options and venues than anywhere else in the U.S. As one of the nation's largest performing arts centers, and as a cultural anchor in Los Angeles County, The Music Center brings together artists, communities and ideas with the goal of enriching the cultural lives of every Angeleno. With our vision, The Music Center is poised to become a multidisciplinary arts center for the 21st century and a driving artistic voice for diversity and inclusion that reflects and responds to the ever-evolving landscape of Los Angeles. By offering compelling cultural and civic programs that are relevant to a wide range of audiences, The Music Center is both the home and the force behind some of the greatest creative expression today.

The non-profit Music Center organization has three divisions: TMC Arts, TMC Ops and TMC Business Services. TMC Arts, The Music Center's programming engine, provides year-round programming inside our four theatres, on Jerry Moss Plaza, outside at Grand Park—a 12-acre adjacent green space—in schools and neighborhoods all over Los Angeles County and on a variety of digital platforms. TMC Arts also has a comprehensive K-12 arts learning program. TMC Ops manages The Music Center's four theatres, Jerry Moss Plaza and Grand Park on behalf of the County of Los Angeles, while TMC Business Resources includes services provided by our Advancement, Finance and Marketing and Communications teams. The Music Center has four renowned resident companies—Center Theatre Group, Los Angeles Master Chorale, LA Opera and LA Phil.

Making Art

THE MUSIC CENTER

creates inclusive arts and cultural experiences across numerous genres for, with and by the community—both on our stages and in our outdoor spaces including on Jerry Moss Plaza and in Grand Park. Our four resident companies offer world-class presentations on our stages with an emphasis on theatre, choral music, opera and classical music.



TMC Arts

When we speak of our vision to deepen the cultural lives of all Angelenos, we turn to the work of TMC Arts. This team champions the diverse voices and communities of Los Angeles, fostering connection, creativity and enrichment. TMC Arts programs connect people, offering us the chance to get creative and to learn as we discover something new or enjoy something familiar.

LEARN MORE

Our Resident Companies

Center Theatre Group

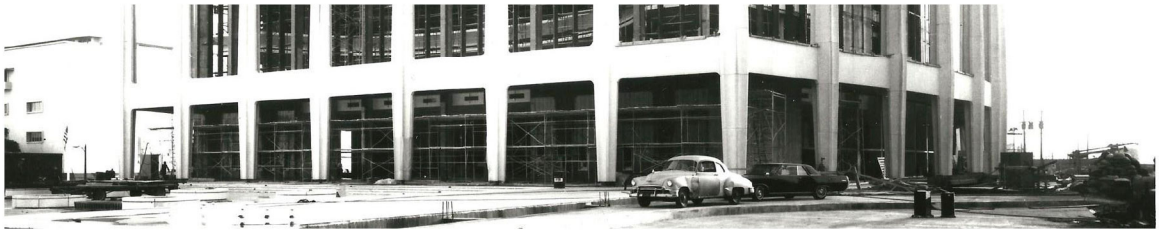
Los Angeles Master Chorale

LA Opera

LA Phil



THE MUSIC CENTER



Our History

More than 50 years ago, a group of forward-thinking community members from all over Los Angeles County came together to achieve Dorothy Buffum Chandler's vision of a performing arts center that would serve as a cultural focal point for Los Angeles, a center of arts and culture for the entire community.

LEARN MORE

THE MUSIC CENTER

135 N. Grand Avenue
Los Angeles, CA 90012
(213) 972-7211

THE MUSIC CENTER

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 11th of March, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Box Cars and One Eyed Jacks hereinafter referred to as "Consultant."

Payee's Name Box Cars and One Eyed Jacks, Inc Daytime Phone Number 780-440-6284

Email Address office@boxcarsandoneeyedjacks.com

Mailing Address 1792 105 Ave. Suite 101, Edmonton, Alberta T5S 2H5, Canada

Sponsoring Administrator Liz Costella

Board Approval Date April 21, 2022

Account String 01.0 -30100.0 -11100 -10000- 5810 -2099000

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 $ 2000.00 per hour☐/ per day ☐/ per session■ for a total not to exceed $2000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on April 22, 2022 and terminating on May 26, 2022.
3. Payment Terms: $2000 due at time of service on April 21, 20222
4. Consultant will provide the following services:

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title Date

Consultant Box Cars and One Eyed Jacks Date Mar 15/22

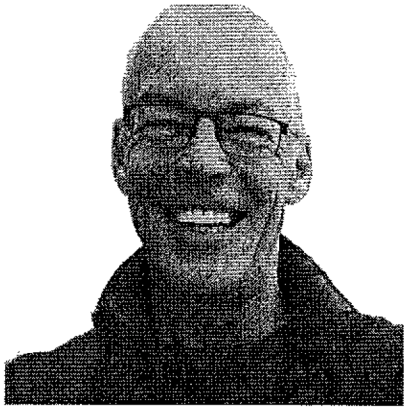
Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Payable to Box Cars

Revised 06/19

Team

Here at Box Cars and One-Eyed Jacks, our team of consultants is led by fearless leaders, Jane and John Felling. Jane started the business in 1988, and over the years has grown the business from a purely Alberta based demographic to a multinational business with contracts and speaking engagements with schools throughout North America. Box Cars has a team of consultants who help with workshops, coaching, and family events!



John Felling

Lead Consultant, Box Cars And One Eyed Jacks

Email John (mailto:john@boxcarsandoneeyedjacks.com)

Biography ▾

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Academic History ▾

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Work History ▾

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Presenting History ▾

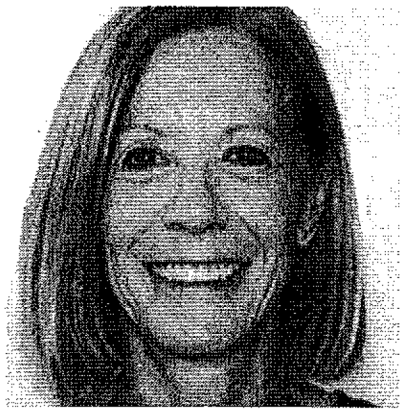
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Publications (Articles)▾

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Publications (Books)▾

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Jane Felling

M.Ed, B.Ed(After Degree) BPE

Biography ▾

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As Seen In...

ASCD **NCTM** **NCEA** **CAMT** **CMC-S**

State and Provincial Teacher Conventions

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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 13th of May, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Education through Music L.A. hereinafter referred to as "Consultant."

Payee's Name Education Through Music LA Daytime Phone Number 818-433-7600

Email Address gshields@etmla.org

Mailing Address 2501 W Burbank Blvd Ste. 301, Burbank CA 91505

Sponsoring Administrator Liz Costella

Board Approval Date July 21, 2022

Account String 010-90201-0-17000-10000-5810-209-8700

The assignment ☐ **will or** ■ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 10998.0 per hour☐/ per day ☐/ per session■ for a total not to exceed $10998.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 9/12/2022 and terminating on 5/26/2023 .
3. Payment Terms: Payment Due at completion of services on 5/26/23
4. Consultant will provide the following services:

   Music instruction for TK-3rd Grade every other week

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title Date	Consultant Education through Music L.A. 6/6/22 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

Who We Are

As an East Coast native, founding Executive Director Victoria Lanier had worked extensively as a music educator and violin instructor for inner-city New York programs including ETM®, Carnegie Hall's Weill Institute Seminar, and a Harlem-based foster youth program. Upon moving to Los Angeles, Lanier became immersed in the music scene and witnessed firsthand the lack of equitable in-school music education among disadvantaged Los Angeles communities. She founded Education Through Music-Los Angeles (ETM-LA), the first independent 501(c)3 nonprofit to bring the ETM® model and its benefits to Los Angeles youth. ETM-LA began programming in 2 schools reaching 800 students its first year to a planned 49 schools reaching approximately 21,000 students this 16th year.

Mission

Education Through Music-Los Angeles (ETM-LA) partners with under-resourced schools to provide music as a core subject for all children and utilizes music education as a catalyst to improve academic achievement, motivation for school, and self-confidence.

Vision

Education Through Music-Los Angeles believes that every child deserves access to high-quality music education, taught by qualified and well-trained music teachers. Music can support learning in other key subjects, including math, science and language arts. Engaged parents and school communities are key to the success of students.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 1st of June, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Garri Dance Studio hereinafter referred to as "Consultant."

Payee's Name Garri Dance Studio Daytime Phone Number [redacted]

Email Address [redacted]mail.com

Mailing Address 3715 W. Magnolia Blvd, Burbank, CA 91505

Sponsoring Administrator Liz Costella

Board Approval Date ~~June 16, 2022~~ July 21, 2022

Account String 010-90201-0-11100-10000-5810-209-8700

The assignment ■ **will** or ■ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 6750.0(per hour☐/ per day ■/ per session☐ for a total not to exceed $6750.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 08/15/22 and terminating on 5/16/23
3. Payment Terms: Full payment due by completion of services on 3/17/23
4. Consultant will provide the following services:

   Dance instruction for all TK-5th grade students culminating in a spring dance performance

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title Date

Meagan Braade 6/5/22

Consultant Garri Dance Studio 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

GARRI DANCE STUDIO AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 26th day of May, 2022, by and between Garri Dance Studio and William McKinley Elementary School.

William McKinley Elementary School requested a proposal for the performance of certain professional services; and Garri Dance Studio desires to enter into an agreement with William McKinley Elementary School for the performance of these professional services.

In exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Garri Dance Studio and William McKinley Elementary School agree as follows:

1. **Scope of Services.** Garri Dance Studio agrees to supply William McKinley Elementary School with the following professional services (the "Services"):

a.) Six weeks of Dance Instruction for all William McKinley Elementary School Students TK-5th with emphasis on the California State Dance/VAPA Standards. Classes will meet three days per week on days TBD.

b.) School-wide performance for parents with a cohesive show theme on date TBA.

c.) Up to three William McKinley Elementary School students will be awarded GDS Summer Scholarships at the final performance event (total donation value $1,128.00) to be applied toward 4 months of group dance instruction.

2. **Term.** Garri Dance Studio shall commence providing the Services on January 30, 2023, and shall terminate on March 17, 2023 (the "Term"). No classes will be held during the week of February 20, 2023 due to Parent Teacher Conference Week.

3. **Payment.** In consideration of the Services provided pursuant to this Agreement, William McKinley Elementary School shall pay Garri Dance Studio an early booking fee (current rate locked for the upcoming year with signature by 6/10/22) of $6,750.00 due upon completion of program. McKinley Elementary School will also allow Garri Dance Studio to periodically send home marketing materials in student homework folders.

4. **Indemnification.** William McKinley Elementary School shall hold harmless Garri Dance Studio, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged in the performance of this Agreement.

5. **Intellectual Property and Copyright.** All intellectual property, including, but not limited to, choreography, copy, art, photographs, designs, text, or documentation created as part of Garri Dance Studio's provision of Services shall remain the intellectual property of Garri Dance Studio.

6. **Non-competition.** Employees and/or contractors of Garri Dance Studio shall not have any individual contractual relationship with William McKinley Elementary School. This non-competition obligation will survive the expiration of this agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

William McKinley Elementary School Representative

Liz Costella Print Name:

_____

Signature: _____

Date:_____

Garri Dance Studio Representative
Megan Baade Print Name:

_____

Signature:

_____

Date:_____

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of July, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Andrew Grueshow hereinafter referred to as "Consultant."

Payee's Name Andrew Grueschow Daytime Phone Number [redacted]

Email Address [redacted]com

Mailing Address [redacted]CA 91364

Sponsoring Administrator Jill Johnson

Board Approval Date 7/21/22

Account String 010-90201-0-17000-10000-5810-215-8700

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 355.00 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 7100.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on _____ and terminating on _____.
3. Payment Terms: Upon completion of the program
4. Consultant will provide the following services:

   music workshops for 2nd and 5th grades at Stevenson

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title _____ Date _____

Consultant Andrew Grueshow 6/4/22 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

School of Music

Faculty and Staff

Andrew Grueschow

Co-Director, World Music Performance Specialization
Email: agruesch@calarts.edu
Phone: 661-253-7816
Fax: 661-255-0938
Room: B200 and B248



Andrew Grueschow is an LA-based percussionist with an interest in music the world over. He has traveled to Ghana, West Africa several times, studying the music of the Ewe and the Dagombas, and recording traditional drumming for Zadonu Records. In addition to the Hands On'Semble, an award winning percussion ensemble, Andrew is a member of the Zadonu African Music and Dance Company, featured on the "ALI" soundtrack. He has also performed with Adam Rudolph's "Go: Organic Orchestra," Lian Ensemble, and Vinny Golia's "Large Ensemble." Andrew also teaches with the Music Center-Performing Arts Center of Los Angeles County, Los Angeles Philharmonic and the Orange County Performing Arts Center. He is currently involved with work in the LSSN Network (Music-In-Education National Consortium), affiliated with the New England Conservatory. Andrew has performed in Germany, Brazil, Ghana, Taiwan and throughout the US.

TAGGED IN: **Music Faculty • World Music Performance • African Music & Dance • World Percussion**

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of ~~August~~ July, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Enrich LA hereinafter referred to as "Consultant."

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

Email Address team@enrichla.org

Mailing Address 2173 Cedarhurst Drive Los Angeles, CA 90027

Sponsoring Administrator Jill Johnson

Board Approval Date 7/21/2022

Account String 010-90201-0-11100-10000-5810-215-8200

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 6900.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 8/15/22 and terminating on 8/13/2023 .
3. Payment Terms: At the end of the 2022-23 school year
4. Consultant will provide the following services:

   Provide the Enrich LA Garden Ranger Program and maintence of the garden.

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

Burbank Unified School District of Los Angeles County

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

_____		Tomas O'Grady		5/31/22
BUSD Authorized Signature/Title	Date	Consultant	Enrich LA	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19



ABOUT

Building School Gardens Since 2011

EnrichLA Executive Director and co-founder Tomas O'Grady built his first garden at Thomas Starr King Middle School in 2011 with an accompanying educational garden program and quickly discovered how it benefited the lives of students, staff and the surrounding community. The need for garden education throughout the greater Los Angeles

area and the success at King Middle School led EnrichLA to be founded with the motto: "A Garden in Every School." In the past seven years, EnrichLA has built over 125 gardens at schools across LA. Each garden has transformed its community through increased student involvement and improved aesthetics, improving morale and promoting healthy living.

With over 130 gardens built and a weekly educational Garden Ranger Program at 96 of these schools, EnrichLA connects over 40,000 students a year to the source of their food. EnrichLA reaches over 10x as many schools as the next largest organization in LA. In fact, EnrichLA has the largest garden education program specific to one city in the US. In the last two years, EnrichLA has also become the fasting-expanding garden education program in the nation, and we have no intention of slowing down.

Much of our growth is thanks to our team of active parent volunteers that help with maintenance, coordinate events, organize additional volunteers, and help extend our program's impact beyond the classroom. EnrichLA was recognized by the LA Board of Education with an "Appreciation Award" for our commitment to the overall educational well-being. EnrichLA has also received a "Community Award" from the Associated Administrators of LA, and an "Appreciation Award" from the LA City Council President.



BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of July, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and MB Dance, Inc. hereinafter referred to as "Consultant."

Payee's Name MB Dance, Inc. Daytime Phone Number [redacted]

Email Address [redacted]mail.com

Mailing Address 3716 W Magnolia Blvd

Sponsoring Administrator Jill Johnson

Board Approval Date July 21, 2022

Account String 010-90201-0-11100-10000-5810-215-8700

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 375.00 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 13,500.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on September 12th, 2022 and terminating on December 16th, 2022.
3. Payment Terms: Payment upon completion of service
4. Consultant will provide the following services:

   Dance instruction for TK-5th grades for 12 weeks

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.

		Megan Braude	MB Dance, Inc.	5/31/22
BUSD Authorized Signature/Title	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 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

Garri Dance Studio - Bio

Garri Dance Studio, located in Burbank, was founded in 1958 by Peg Garri. Peg was a talented, well-rounded dancer who worked as an MGM Stock Dancer alongside popular entertainers such as Shirley Temple and Donald O'Connor. Now in their seventh decade, Garri Dance Studio has provided opportunities for students of all ages to participate in quality performing arts classes. GDS has earned the Burbank's "Best Dance Studio" Award continuously since 2007 according to the Burbank Leader Reader's Choice Poll.

GDS is an enrollment studio, running on an academic calendar with a year end, fully costumed stage performance every June. Dance, music and musical theatre lessons are offered for all ages and levels, toddler through adult, beginners to advanced students. Dance classes include ballet, tap, jazz, hip hop, musical theatre, hip hop, contemporary & mommy and me. Piano, voice and guitar lessons are also offered. Teaching staff is made up of a diverse group of choreographers and dance educators with a wide range of experience from professional dance company members to industry professionals.

In 2002, under the artistic direction of Megan Baade (also voted "Best Dance Teacher" by the Burbank Leader Reader's Choice Poll), curriculum was expanded to incorporate the Visual & Performing Arts Standards for off-site dance programs. For over a decade, Garri Dance Studio has partnered with many Burbank Unified Schools offering customized After School Programs, Artist in Residencies and Professional Development Workshops. Through its BUSD partnerships, Garri Dance Studio has continually sponsored Burbank Unified Students each year, currently almost $7,000 per year, and growing.

Garri Dance Studio is conveniently located in the heart of the beautiful Magnolia Park District in Burbank. Thoughtfully designed and renovated to better suit the needs of its growing student base, the studio offers three dance rooms with sprung wood dance floors, exposed brick, natural light, high beam ceilings, ballet barres and mirrors.

To learn more about Garri Dance Studio or schedule a free trial lesson, please visit the studio website at www.BurbankDance.com For additional information or references, contact Artistic Director, Megan Baade directly. Email Megan.Baade@gmail.com

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of July, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Meriel L Stern hereinafter referred to as "Consultant."

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

Email Address [redacted]mail.com

Mailing Address [redacted] CA 91104

Sponsoring Administrator Jill Johnson

Board Approval Date 7/21/22

Account String 010-90201-11100-10000-5810-215-8700

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☒ for a total not to exceed $ 4500.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on _____ and terminating on _____.
3. Payment Terms: Upon completion of the program
4. Consultant will provide the following services:

   Design, planning, and teaching 10 weeks of hands on art lessons for 3rd grade

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.

_____		Meriel		6/18/22
BUSD Authorized Signature/Title	Date	Consultant	Meriel L Stern	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Meriel Stern
Pasadena, CA
[redacted]aol.com
www.merielstern.com

Education:

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

Teaching:

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

Shows:

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

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of July, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Education Through Music LA hereinafter referred to as "Consultant."

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

Email Address gshields@etmla.org

Mailing Address 2501 W. Burbank Boulevard, Burbank, CA 91505

Sponsoring Administrator Brandi Young

Board Approval Date July 21, 2022

Account String 01.0-90201.0-11100-10000-~~5850~~ 5810 -2168400

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 11,750. per hour☐/ per day ☐/ per session☒ for a total not to exceed $11,750.75 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 9/12/2022 and terminating on 5/26/2023.
3. Payment Terms: Payment paid in December 2022 and May 2023
4. Consultant will provide the following services:

   TK-3rd grade students will receive biweekly comprehensive music education with a credentialed teacher.

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title	Date	Consultant / Education Through Music LA	06/13/22 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

MENU

SIGN UP FOR OUR UPDATES. NO SPAM.

Let's Make Great Music Together

Enter Your Email Address

SIGN UP NOW

Who We Are

As an East Coast native, founding Executive Director Victoria Lanier had worked extensively as a music educator and violin instructor for inner-city New York programs including ETM®, Carnegie Hall's Weill Institute Seminar, and a Harlem-based foster youth program. Upon moving to Los Angeles, Lanier became immersed in the music scene and witnessed firsthand the lack of equitable in-school music education among disadvantagec Los Angeles communities. She founded Education Through Music-Los Angeles (ETM-LA), the first independen 501(c)3 nonprofit to bring the ETM® model and its benefits to Los Angeles youth. ETM-LA began programming in 2 schools reaching 800 students its first year to a planned 49 schools reaching approximately 21,000 students this 16th year.

Mission

Education Through Music-Los Angeles (ETM-LA) partners with under-resourced schools to provide music as a core subject for all children and utilizes music education as a catalyst to improve academic achievement, motivation for school, and self-confidence.

Vision

MENU

Education Through Music-Los Angeles believes that every child deserves access to high-quality music education, taught by qualified and well-trained music teachers. Music can support learning in other key subjects, including math, science and language arts. Engaged parents and school communities are key to the success of students.

SIGN UP FOR OUR UPDATES. NO SPAM.

Let's Make Great Music Together

Enter Your Email Address

SIGN UP NOW

Watch ETM-LA's music program in action



People

education through MUSIC los angeles

Scope of Services - Washington Elementary

Date of Contract:	June 6, 2022
Services Description:	Music Instruction for Washington Elementary (TK-3rd Grade Gen. Music [each class seen once every two weeks])
Service Dates:	Week of September 12, 2022 through Week of May 26, 2023 (32 weeks)
Instruction Fees Scale:	ETK/TK-2nd: General Music (30 minutes/class); Rate=$60/Class 3rd-8th: General Music and Ensemble Pullouts (45 minutes/class); Rate=$75/Class Ensemble Rehearsals (Choir, Band, Orchestra) (60 minutes/class); Rate=$75/Class

EXPENSE

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

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

Oversight/Management/Curriculum

Curriculum Materials and Virtual Platform Support & Technology (20% Discount)	
Performances, Exhibitions, Assemblies, & PD Workshops (25% Discount)	
Collaborative Planning, Meetings, & Supervision (20% Discount)	
Total Oversight/Management/Curriculum	**$7,205**
TOTAL EXPENSE	**$21,365**

INCOME

Washington Elementary	**$11,750.75**
Education Through Music-Los Angeles	$9,614.25
TOTAL INCOME	**$21,365.00**

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

Brandi Young 6/10/22

ETM-LA, Inc. 2501 W. Burbank Blvd., Ste. 301, Burbank, CA 91505. Tel: 818 433 7600. Fax: 818 433 7601. www.etmla.org

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of July, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Garri Dance Studio hereinafter referred to as "Consultant."

Payee's Name Garri Dance Studio Daytime Phone Number [redacted]

Email Address [redacted]mail.com

Mailing Address 3715 W. Magnolia Boulevard, Burbank, CA 91504

Sponsoring Administrator Brandi Young

Board Approval Date July 21, 2022

Account String 010-90201-0-11100-10000-5810-216-8200

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____ cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 4,500 per hour☐/ per day ☐/ per session☒ for a total not to exceed $4,500.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 1/30/2023 and terminating on 3/17/2023.
3. Payment Terms: Payment made in full on 3/17/2023.
4. Consultant will provide the following services:

   6-weeks of dance instruction for all TK-5th grade students. The program follows the California State Dance/VAPA Standards. A final dance production will be given to the Washington community on March 17, 2023.

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

Burbank Unified School District of Los Angeles County

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

BUSD Authorized Signature/Title	Date	Consultant	Garri Dance Studio	6/13/22 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

GarriDanceStudio

3715 W. MAGNOLIA BLVD. BURBANK, CA 91505

818.846.4390

Call to schedule your FREE trial lesson today 818-846-4390!

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History



Jean Hartman & Peg E. Garri



Garri Dance Studio 1958



Garri Dance Studio's current location in the beautiful Magnolia Park District of Burbank

Garri Dance Studio, located in Burbank, California, was founded in 1958 by Peg Garri. Peg was a talented, wellrounded dancer working for many years as an MGM Stock Dancer alongside popular entertainers such as Shirley Temple and Donald O'connor. Miss Peggy left the performance world to pursue another dream; to open a dance studio with the intention of serving her community while allowing herself more time to spend with her family.

Garri Dance Studio's current artistic director, Megan Baade, is no newcomer to Garri Dance Studio. GDS has remained a second home for Megan since her first dance lesson at the age of three. After dancing at Garri Dance Studio for 15 years, under the instruction of various teachers including GDS founder, Peg Garri, Megan began teaching at several studios throughout the Los Angeles area, including Garri Dance Studio. Megan has performed in local, national, and international venues including her most recent MWR Tour throughout several Military Bases in Eastern Europe in 20022003. In 2004, Megan enthusiastically took the reins from the founder's daughter, Marybeth Costanzo, and immediately began pouring new energy and ideas into this already popular and loved Burbank Dance Studio. In 2007, 2011, 2012, 2014, 2015 & 2016 Megan Baade was honored to receive the Burbank Leader Reader's Choice award for "Best Dance Instructor". Garri Dance Studio has also been voted "Best Dance Studio" under Megan's direction for ten consecutive years in 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 & 2016.

In September 2007, Garri Dance Studio moved into a new home conveniently located in Burbank, California in the heart of the beautiful Magnolia Park District. Megan thoughtfully designed and renovated the new studio facility to better suit the needs of her growing dance studio family. The new studio location offers three beautiful dance rooms with sprung wood dance floors, exposed brick, natural light, high beam ceilings and ample parking in the rear of the building. Parents and guests wait for their dancers in the studio lobby while viewing classes in progress on a closed circuit television system. Megan

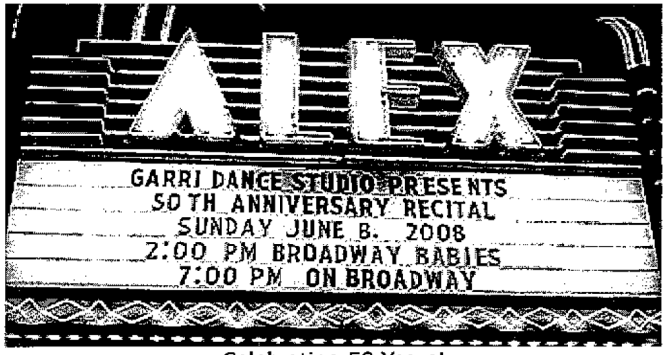
also implemented many new programs that run simultaneously providing many convenient options welcomed by studio families. Newly added programs include music, theatre, spring, summer and winter camps and specialty workshops for students of all ages and levels. A private music studio is located on site for one on one music instruction in piano, voice, guitar and more.

An exciting annual dance recital is just one of the many great events put on by Garri Dance Studio each year and is attended by studio families as well as local community members and Garri Dance Alumni. Over the last several years, Garri Dance Studio has worked closely partnering with Burbank Unified School District and surrounding schools to provide California Standards Based Dance Residencies and exciting after school programs for young students.

Garri Dance Studio truly has something for everyone! Peg Garri, Marybeth Costanzo, and Megan Baade have shared one common goal... to instill the love of dance within their students and to surround them in a positive environment where they can express themselves creatively and artistically. Garri Dance Studio's dynamic teaching staff is working hard to provide each and every student with all the necessary tools to enjoy dance and music for a lifetime!



Megan Baade (Director of Garri Dance Studio) & Marybeth Costanzo (Daughter of studio founder, Peg Garri)



Celebrating 50 Years!

© 2004-2005 Garri Dance Studio. All content property of Garri Dance Studio.

GARRI DANCE STUDIO AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 26th day of May 2022, by and between Garri Dance Studio and Washington Elementary School.

Washington Elementary School requested a proposal for the performance of certain professional services; and Garri Dance Studio desires to enter into an agreement with Washington Elementary School for the performance of these professional services.

In exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Garri Dance Studio and Washington Elementary School agree as follows:

1. **Scope of Services.** Garri Dance Studio agrees to supply Washington Elementary School with the following professional services (the "Services"):

a.) Six weeks of Dance Instruction for all Washington Elementary School Students TK-5th with emphasis on the California State Dance/VAPA Standards.

b.) School-wide rehearsal and performance for parents will be held on date TBA.

c.) Up to three Washington Elementary School students will be awarded GDS Summer Scholarships at the final performance event (total donation value $1,128.00) to be applied toward 4 months of group dance instruction.

2. **Term.** Garri Dance Studio shall commence providing the Services on January 30, 2023, and shall terminate on March 17, 2023 (the "Term"). Classes meet two days per week. No classes will be held during the week of February 20, 2023 due to Parent Teacher Conference Week/early dismissal.

3. **Payment.** In consideration of the Services provided pursuant to this Agreement, Washington Elementary School shall pay an early booking fee to Garri Dance Studio of $4,500 due upon completion of program. (The early booking fee locks the current rate for the upcoming school year with a signature by 6/10/22).

4. **Indemnification.** Washington Elementary School shall hold harmless Garri Dance Studio, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged in the performance of this Agreement.

5. **Intellectual Property and Copyright.** All intellectual property, including, but not limited to, choreography, copy, art, photographs, designs, text, or documentation created as part of Garri Dance Studio's provision of Services shall remain the intellectual property of Garri Dance Studio.

6. **Non-competition.** Employees and/or contractors of Garri Dance Studio shall not have any individual contractual relationship with Washington Elementary School. This non-competition obligation will survive the expiration of this agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

Washington Elementary School

Brandi Young - Principal Print Name:

_____

Signature: Brandi Young

Date: 6/1/2022

Garri Dance Studio Representative

Megan Baade - Director Print Name:

_____

Signature: Megan Baade

Date: 6/1/22

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of July, 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Luke Anderson hereinafter referred to as "Consultant."

Payee's Name Luke Anderson Daytime Phone Number [redacted]

Email Address [redacted]mail.com

Mailing Address [redacted] CA 91001

Sponsoring Administrator Brandi Young, Principal at George Washington Elementary School

Board Approval Date Thursday, July 21, 2022

Account String 01.0-30100.0-11100-10000-5810-2161000 (Washington) see attached document for other schools

The assignment ☐ will or ■ will not require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. Consultant shall not begin service until HR receives clearance.

Retired Employee: Please check if you belong to _____ calPERS _____ cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 36.00 per hour■ per day ☐/ per session☐ for a total not to exceed $3,150 per school **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on August 16, 2022 and terminating on May 26, 2023.
3. Payment Terms: Each school will pay consultant each month.
4. Consultant will provide the following services:

   Luke Anderson will provide instruction and training in the Peaceful Playground Program. Mr. Anderson will work with playground supervisors, teachers, and students to introduce and reinforce the program at 10 BUSD elementary schools.

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

Burbank Unified School District of Los Angeles County

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

			6/15/22	
BUSD Authorized Signature/Title	Date	Consultant	Luke Anderson	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

Luke Anderson

Address: [redacted] CA 91001 [redacted]gmail.com

EDUCATION:

Azusa Pacific University Class of 2015
Bachelor of Arts, History
Minor: Leadership Studies

ADDITIONAL ACHIEVEMENTS:

Awarded Azusa Pacific University UG Founders' Academic Scholarship '11-'15
Accepted and Participated in selective South Africa Study Abroad Program '13
Awarded Burbank Community Service Medallion '11

WORK/ LEADERSHIP EXPERIENCE:

Amazing Athletes: August 2019- present
Position: Athletics Instructor and Coordinator

- Responsible for running after school sports classes in elementary schools throughout BUSD independently and in partnership with the ASES program
- Designed curriculum and ran sports summer camps in partnership with Burbank Parks and Recreation department

Meredith and Company: September 2015- August 2019
Position: Child Caregiver

- Responsible for meeting the basic needs of children ranging from pre-school- 6th grade
- Duties include providing logistical support, child supervision, and activity planning
- Experience with a variety of personalities, ages, and interests

Calvary Chapel Burbank: October 2015, October 2017
Position: Consultant

- Member of team responsible for the ideation and execution of "Fun Fest" halloween kids event
- Responsible for promotion and marketing of event to kids and their guardians
- Interacted with 100+ kids during featured role in primary skit and throughout event

Robeks: May 2013- May 2015
Position: Shift Supervisor

- Greeted customers and performed operational duties with product and payment services
- Formed relationships with regular customer base
- Counted drawers, cashed registers in/out, assisted in forming schedule

Azusa Pacific University Hospitality Services: August 2011- May 2015
Position: Hospitality Employee, Lead Dishwasher

- Responsible for collecting, washing, and re-stocking Hillside Grounds, Canyon Grill, and Quick E-Mart dishes
- Appointed by supervisors to train newly hired student workers
- Drafted a comprehensive Dishwasher's Guide at supervisors' request

Roosevelt Elementary School Volunteer Program: August 2009- August 2011
Position: Volunteer/ Mentor

- Coordinated after- school sports activities including basketball, soccer, and touch football
- Formed a team and coached a season of youth basketball in Burbank Parks and Rec league
- Provided informal mentorship and directed kids to appropriate professional resources as needed

Burbank Unified School District
Instructional Services

Budget Pre-Approval
Signed by_____ Ext._____

CONSULTANT REQUEST FOR BOARD APPROVAL

Please send the following Consultants to the Board for approval. Board Meeting on Thursday, July 21, 2022

Site	Consultant(s)*	Service	Date(s)	Cost	Appropriation No. and Program Name
10 sites: Washington Emerson Bret Harte Stevenson Disney Providencia Edison	Luke Anderson	Continued peaceful playground instruction and training with students, staff, and yard supervisors. All schools will get a kickoff with playground expectation assemblies.	8/16/22 – 5/25/2023	$3,150 per school site (10 hours per month, per school site)	010-0-30100-0-11100-10000-5810-2161000-5810 010-00000.0-11100-10000-~~4310~~-2031000-0000 010-90201-0-11100-10000-5810-205-8200-0000 010-00000-0-1100-10000-~~4310~~-215-1000-5810 010.0000.0.11000.10000.5810.201.1000.0000 01.0-90201.0-11000-10000-5810-2138700 01.0-90201.0-11100-10000-5810-202-8000
Miller (split funded) McKinley Jefferson				$2,000 $1,150	010-00000.0-11100-1000-5810-2101000-0000 010-90350.0-11100-10000-5810-2108000-0000 010-90350-0-11100-10000-~~5850~~-5810-209-8000-0000 010-00000-0-11100-10000-5810-206-1000-0000

*If the consultant is being paid through a company or organization, this needs to be indicated in the "consultant's box" for proper payment.

Consultant's Qualifications: Mr. Luke Anderson will be working with students, staff and yard supervisors going over the rules and structure of how to play different playground games. He will facilitate different playground games during recess and lunch throughout the school year.

Purpose: To help build peace on the playground, teach students the proper ways to play games on the playground and work with teachers and yard supervisors to help assist with the Peaceful Playground rules and procedures.

Authorized Signature	Location	Date
	Washington Elementary	6/14/2022

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	July 21, 2022
SUBJECT:	Approval of Non-Instructional Consultant Services

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the non-instructional Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: July 21, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Bret Harte Elementary	APEX Leadership Co.	Fun Run/Obstacle Course Fundraising Event	9/12/2022–9/23/2022	Not to exceed 60% of $100,000	01.0-90201.0-11100-10000-5850-2058700
Stevenson Elementary	APEX Fun Run Franchise	APEX will host 2 weeks of character building lessons and the final school wide Fun Run event	11/28/2022–12/9/2022	Up to $30,000	01.0-90201.0-11100-10000-5850-2158700

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 10th of June, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and APEX Leadership Co. hereinafter referred to as "Consultant."

Payee's Name APEX Leadership Co. Daytime Phone Number (310) 403-9951

Email Address christina@apexleadershipco.com

Mailing Address 3435 E. Thousand Oaks Blvd. #6325, Thousand Oaks, CA 91362

Sponsoring Administrator Martha Walter

Board Approval Date 07/21/2022

Account String 010-90201-0-11100-10000-5850-205-8700

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 0.00 per hour☐/ per day ☐/ per session☒ for a total not to exceed $not to exceed 60% of $100,000 Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on September 12, 2022 and terminating on September 23 , 2022 .
3. Payment Terms: **Consultant will send invoice to the school suite upon completion of program stating the amount owed**
4. Consultant will provide the following services: **according to APEX Event Agreement Sliding Scale Schedule in Section 3 of the Event Agreement.**

A two-week character, leadership and fitness based program and fundraiser. They plan, organize ,market, promote and conduct a Fun Run for the students at Bret Harte Elementary School. They serve as the main fundraiser for the Bret Harte Fundraising Committee for the 2022 -2023 school year.

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.

_____		Lon Wans.	6-10-22
BUSD Authorized Signature/Title	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 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

EVENT AGREEMENT

This Event Agreement (the "Agreement") is entered into effective as of the **13th** day of **June 2022**, by and between **Apex Leadership Co** (hereinafter "Apex") and **Bret Harte Elementary School Fundraising Committee** ("Customer"). Customer's profile: Grades **K-5**; Population **#550** FRL **28%**.

WHEREAS, Customer desires to organize an Event and conduct related promotional and educational activities (collectively, the "Event") commencing on **September 12th 2022**, and continuing through **September 23rd 2022** (the "Term"), in order to promote Customer as well as raise funds for Customer's desired needs or purposes;
WHEREAS, Apex is in the business of organizing, marketing, and putting on fundraising events such as the Event.
NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. **Apex Services**. Apex agrees to plan, organize, market, promote, and conduct the Event. Such services shall include the following: (i) marketing and promotional activities in connection with the Event in order to increase participation including presentations to students and teachers; (ii) contracting with sponsors (provided that any sponsors shall be subject to Customer's approval); (iii) coordinate the Event course design/layout, as well as coordinate all water stations, starting lines, and finish lines; (iv) provide participant lap markers and coordinate any prizes as well as any awards to be awarded or any special recognitions; and (v) maintain commercial general liability insurance with minimum policy limits of $1,000,000 per occurrence to cover liability for bodily injury or property damage arising out of Apex's activities in connection with the Event.

2. **Customer Cooperation**. Customer agrees to cooperate with Apex in the performance of Apex's activities pursuant to this Agreement. Customer agrees to provide Apex with reasonable access to students and teachers in order to promote the Event and increase participation as well as to provide leads to Apex for other marketing and sponsorship activities in order to increase total revenue for the Event. Customer grants to Apex the right to use its name and its marks during the term of the Agreement solely for purposes of marketing and promoting the Event. Customer agrees to use Apex's online system, including, subject to applicable law, providing Apex the student's name and grade. Any funds received directly by Apex staff in connection with the Event will be promptly remitted to Customer and will be paid in accordance with Paragraph 3 below.

3. **Fees**. Upon execution of this Agreement, Customer shall pay to Apex a booking fee of $1,500.00 (the "Booking Fee"). Upon any cancellation of the Agreement by Customer (other than due to default by Apex), Apex shall be entitled to retain the Booking Fee as its liquidated damages and not as a penalty.

*** Once the recap is final customer agrees to fulfill payment to Apex no later than 1 week from Final Recap. Customer Initials: _____ (this confirms you have seen this portion)**
Apex will be paid a percentage of funds collected, and the Customer shall retain the following percentage of funds collected, based on total amount collected from the Event: between 50-60% (see attached table). If the customer opts to give percentage of what is raised directly back to the teachers, that percentage comes from the customer's funds, not from the Apex cut. The option to gift this percentage to teachers is recommended by Apex, but not required, and should be determined by the customer. The Customer and Apex Leadership Company will split online transactional fees (3-4%)- which is usually covered by an optional processing fee sponsors can choose to pay.

4. **Termination**. This Agreement will terminate one year from the date of your Event or when there are no further payment questions outstanding from sponsors, whichever is later (the "Closing Date"). Either party may terminate this Agreement before the "Closing Date" upon the material breach of the other party, which breach is not cured upon ten (10) days written notice. In the event of termination due to breach, Apex may elect in its discretion to continue providing one or more of its online marketing and promotional services through the Closing Date in order to help Customer complete its fundraising efforts.

5. **Force Majeure**. Apex will use its good faith efforts to conduct the Event on the scheduled day for the Event; provided, however, that Apex shall not be responsible for damages that result from delays or postponements of the Event due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.

6. **COVID-19.**
In the event you are unable to have Apex conduct a Live program on your campus due to COVID-19 restrictions, you the Customer agrees to pivot to our Virtual program *or* move your previously committed Live Program to a later date.
MW (Customer Initials)

Customer Contact Info: Martha Walter
Email: marthawalter@buvbankusd.org
Phone: 818 729 1250

7. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

8. **Exclusivity**. Customer agrees that the Event shall be the only major fundraising activity for the School and PTA/O for the semester in which the Event occurs. Apex assumes all the risk by investing a substantial amount up front into the program and fundraiser. Failing to ensure exclusivity as the major fundraiser of the semester could severely impact the success of the Event and affect Apex's ability to recoup costs.

APEX LEADERSHIP CO:		**CUSTOMER:**	
By:		By:	
Name:	**Trevor Price**	Name:	Martha Walter
Title:	**Area Director**	Title:	Principal

EVENT AGREEMENT (CONT.)

Below is the pricing table from Section 3 in the Event Agreement:

Apex Live Price Scale			
Min Collected	Max Collected	School %	Apex %
$100,001	+	60%	40%
$90,001	$100,000	59%	41%
$80,001	$90,000	58%	42%
$70,001	$80,000	57%	43%
$60,001	$70,000	56%	44%
$50,001	$60,000	55%	45%
$45,001	$50,000	54%	46%
$40,001	$45,000	53%	47%
$35,001	$40,000	52%	48%
$30,001	$35,000	51%	49%
$0	$30,000	50%	50%

****If Bret Harte collects over $100,000, the amount collected exceeding $100,000 will be split at 80% to Bret Harte and 20% to Apex Leadership Co.**

Please Note: For credit card payments made online, our credit card processing company applies a nominal transaction charge, like PayPal, of 2.9%, plus 0.30 cents per transaction. A portion of this charge will be offset by some sponsors choosing to pay an extra $2.00 to help cover this processing cost. These charges are deducted from the gross amount of each donation before the donation is deposited into your bank account. This amount is the official gross amount that will be subject to a split with Apex, per the scale.

***Example 1**: Sponsor donates $100 flat and adds the optional $2.00 offset charge. The gross donation is $102. The credit card company applies the 2.9%, plus 0.30 cents transaction fee of $3.26. The adjusted gross donation that is now subject to the split, per the sliding scale is $98.74.*

***Example 2:** Sponsor donates $10 flat and adds the optional $2.00 offset charge. The gross donation is $12. The credit card company applies the 2.9%, plus .30 cents transaction fee of 0.65 cents. The adjusted gross donation that is now subject to the split, per the sliding scale is $11.35.*

NOTE: All absent/sick/hurt students have a default of 30 laps for sponsors to still pay if they are able.

Customer Initials: MW **(this confirms you have seen this portion)**

STATEMENT OF WORK

Apex Leadership Company (Formally Apex Fun Run) is a 2-week Character, Leadership and Fitness based program and fundraiser. We plan, organize, market, promote and conduct a Fun Run for the students at Bret Harte Elementary School. We are the main fundraiser for Bret Harte Fundraising Committee for the 2022-23 school year.

We are a 2-week event, Sept 12th to Sept 23rd, 2022. The Apex Team will be on campus from bell to bell during this 2- week period. The MPR Room or Field will be used for kick off Pep Rally. There will be 6 days of the 2 weeks where the Apex Team will deliver the daily character lessons. These lessons are PBIS based and are a strong component of our program. Our program is an ALL students inclusive program. **This year's Theme is Apex X- Factor. The X-Factor is a combination of different habits that unlock the secret to making our world a better place for everyone! We are about to go on a mission together, a mission to discover the X-Factor!** See below for examples of this year's Leadership and Character Lessons. The final celebration event is the Fun Run and this will be held on the school field.

Our time in the classroom is a mini assembly for Leadership and Character, which is presented in short sessions, over 6 consecutive days during the 2 weeks, not to exceed a total of 60 minutes. Any assembly that is paid for and brought to the school campus takes approximately the same time, however our program has no up front cost. Our time interacting with the students at recess and lunch is there to honor any classroom awards that have been earned and to reinforce the sense of community Apex has promised to deliver.

There will be NO 1:1 work with the students. Our team is also fully background and fingerprint checked and are never with students individually or unsupervised by a school employee.

The New Apex Theme for the 2022-23 school year is: **'APEX X-FACTOR'**

The Daily Lessons are:

F - FEARLESS
A - ADAPT
C - CARE
T - TALK 'EM UP
O - ORIGINAL
R - REALIZE

STATEMENT OF WORK

Apex Leadership Company is a 2-week Character, Leadership and Fitness based program and fundraiser. We plan, organize, market, promote and conduct a Fun Run for the students at Jefferson Elementary School. We are the main fundraiser for Jefferson Booster Association for the 2021-22 school year.

We are a 2-week event, Jan 17th to Jan 28th, 2022. The Apex Team will be on campus from bell to bell during this 2- week period. The MPR Room or Field will be used for kick off Pep Rally. There will be 7 days of the 2 weeks where the Apex Team will deliver the daily character lessons. These lessons are PBIS based and are a strong component of our program. Our program is an ALL students inclusive program. This year's Theme is how to be an As One Leader. See below for examples of this year's Leadership and Character Lessons. The final celebration event will be held on the school field.

Our time in the classroom is a mini assembly for Leadership and Character, which is presented in short sessions, over 7 consecutive days during the 2 weeks, not to exceed a total of 60 minutes. Any assembly that is paid for and brought to the school campus takes approximately the same time, however our program has no up front cost. Our time interacting with the students at recess and lunch is there to honor any classroom awards that have been earned and to reinforce the sense of community Apex has promised to deliver.

There will be NO 1:1 work with the students. Our team is also fully background and fingerprint checked and are never with students individually or unsupervised by a school employee.

The New Apex Theme for the 2021-22 school year is: Apex 'AS ONE'

The Daily Lessons are:

A- Aspire
S- Self Start
O-Own It
N-New Day
E- Energize
Recap of all the lessons

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st of July, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and APEX Leadership Company hereinafter referred to as "Consultant."

Payee's Name APEX Fun Run Franchise no 7, LLC Daytime Phone Number 310-403-9951

Email Address trevorp@apexleadershipco.com

Mailing Address 3435 E Thousand Oaks Blvd #6325 Thousand Oaks, CA 91362

Sponsoring Administrator Jill Johnson

Board Approval Date 7/21/22

Account String 010-90201-1-11100-10000-5850-215-8700

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☐ for a total not to exceed $ more than 50% ($30,000) *Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 11/28/22 and terminating on 12/09/2022 .
3. Payment Terms: Upon completeion of the program
4. Consultant will provide the following services:

   A two week character and leadership program with a final celebration event.

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

Burbank Unified School District of Los Angeles County

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

_____ _____ 6-9-22.

BUSD Authorized Signature/Title Date Consultant APEX Leadership Company Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19



Apex Leadership Co. is an all-inclusive, two-week leadership and fitness program that raises money for the top schools in America. Each student receives daily character lessons and awards as they learn what it takes to be a true leader. They are encouraged to obtain pledges for each lap they run around the Apex Raceway during the Fun Run! Students, staff, and parents love the program and it tends to be a highlight event of the year!

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Ratification of Authorization of Signatures

Background:
Education Code Sections 35143, 42632, and 42633 provide for authorized officers of the Burbank Unified School District to sign notices of employment, contracts and orders drawn on the funds of the District.

Discussion/Issues:
In order to conduct the daily business of the District, individual officers, as named by formal board of Education action, must be authorized to sign warrants, checks, contracts, notices or other legal documents. If persons authorized to sign such documents are unable for any reason to do so, the law requires that a majority of the Board members sign in their place for the particular document.

The attached "Certification of Signatures" form is the form required by the Los Angeles County Office of Education to be used to process the District's paper work associated with warrants, checks, contracts, notices or other legal documents. This form indicates which persons have been approved by the Board of Education to sign the documents indicated.

Fiscal Impact:
None.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services recommends that the Board of Education ratify the authorization of signatures, for the period of July 1, 2022 through June 30, 2023, as presented.

Document and/or Transaction	Approved/Authorized by:	
	Name	Title
authorized to sign any or all checks, contracts, notices, County People Soft System transactions, revolving cash, all District imprest accounts, adult clearing account documents, District purchase orders, and other legal documents	Debbie Kukta	Assistant Superintendent, Administrative Services
authorized to sign any or all warrants, checks, contracts, notices or other legal documents of the District;	Matt Hill	Superintendent
authorized to sign human resource services related contracts and invoices	Sarah Niemann	Assistant Superintendent of Human Resources
authorized to sign instructional services related contracts and invoices	Sharon Cuseo	Assistant Superintendent, Instructional Services
authorized to sign instructional services related contracts and invoices	John Paramo	Assistant Superintendent, Educational Services
authorized to sign facilities-related contracts, notices, invoices and purchase orders	Larry Cross	Director of Facilities
authorized to sign District purchase orders and alternate signatory for all District imprest accounts	Alyssa Low	Director, Fiscal Services
authorized to sign County People Soft System transactions, revolving cash, adult clearing account documents and purchase orders	Carin Wantland	Assistant Supervisor of Budget & Finance
authorized to sign documentation pertaining to the Accumulation Program for Part-Time and Limited –Services Employees (APPLE Plan) and payroll taxes	Tiffany Maxwell	Payroll Supervisor

All of the following are approved to sign invoices as "approved for payment."

Department Heads	**Title**
Peter Knapik	Director, Elementary Education
Stacy Cashman	Director, Student Services
Paulette Koss	Director, Special Education
Rick Vonk	Director, Technology Services
Carrie Bogdanovich	Director, Food Services
Stephanie Fields	Children's Center Coordinator

Principals	**School Site**
Molly Hwang	Disney Elementary
Laura Flosi	Edison Elementary
Jennifer Almer	Emerson Elementary
Martha Walter	Harte Elementary
Ron Young	Jefferson Elementary
Liz Costella	McKinley Elementary
Judy Hession	Miller Elementary
Jennifer Culbertson	Providencia Elementary
Matthew Osmond	Roosevelt Elementary
Jill Johnson	Stevenson Elementary
Laura Vinyard	Washington Elementary
Kenneth Knoop	Dolores Huerta M.S.
Oscar Macias	Luther M.S
Greg Miller	Muir M.S.
Julie Markussen	Burbank H.S.
Matthew Chambers	John Burroughs HS
April Weaver	Monterey H.S.
Juan Noguera	Adult School

Burbank Unified School District

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: July 1, 2022 to June 30, 2023

In accordance with governing board approval dated July 21, 20 22.

Signature _____

Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME Charlene Tabet
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME Emily Weisberg
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME Steve Ferguson
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Armond Aghakhanian
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Steve Frintner
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Matt Hill
TITLE Superintendent
SIGNATURE
TYPED NAME Debbie Kukta
TITLE Assistant Superintendent, Administrative Services
SIGNATURE
TYPED NAME Sharon Cuseo
TITLE Assistant Superintendent, Instructional Services
SIGNATURE
TYPED NAME John Paramo
TITLE Assistant Superintendent, Educational Services
SIGNATURE
TYPED NAME Sarah Niemann
TITLE Assistant Superintendent, Human Resources
SIGNATURE
TYPED NAME Larry Cross
TITLE Director, Facilities
SIGNATURE
TYPED NAME Alyssa Low
TITLE Director, Fiscal Services

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS

FORM NO. 503-804 Rev. 11-20-2002

Burbank Unified School District

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: July 1 , 2022 to June 30, 2023

In accordance with governing board approval dated July 21 , 20 22 .

Signature _____

Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Tiffany Maxwell
TITLE Payroll Supervisor
SIGNATURE
TYPED NAME Carin Wantland
TITLE Assistant Supervisor, Budget & Finance
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS

FORM NO. 503-804 Rev. 11-20-2002

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO: Members of the Board of Education and Superintendent

FROM: Debbie Kukta, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: July 21, 2022

SUBJECT: Approval to Establish Imprest Fund

Background:

Debbie Kukta, Assistant Superintendent of Administrative Services, recommends that the Board of Education approve establishment of the Imprest Fund for the following administrators:

School Site /Department	Administrator's Name
George Washington Elementary School	Laura Vinyard
Burbank High School	Julie Markussen

Discussion/Issues:

Board of Education Policy 3451 provides for the establishment of the revolving funds/imprest accounts at school sites and administrators. In accordance with this policy, if a principal's/administrator's assignment is added or changed, their imprest fund must be established.

Fiscal Impact:
None

Recommendations:

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

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO: Members of the Board of Education and Superintendent

FROM: Debbie Kukta, Assistant Superintendent, Administrative Services

PREPARED BY: Ruthie DiFonzo, Senior Administrative Assistant

SUBMITTED BY: Ruthie DiFonzo, Senior Administrative Assistant

DATE: July 21, 2022

SUBJECT: Approval to Close Imprest Fund

Background:

Debbie Kukta, Assistant Superintendent of Administrative Services, recommends that the Board of Education to approve the closure of the Imprest Fund for the following administrators:

School Site /Department	Administrator's Name
George Washington Elementary School	Brandi Young
Burbank High School	Thomas Crowther

Discussion/Issues:

Board of Education Policy 3451 provides for the establishment of the revolving funds/imprest accounts at school sites and administrators. In accordance with this policy, if a principal's/administrator's assignment is added or changed, their imprest fund must be established.

Fiscal Impact:
None

Recommendations:

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

BURBANK UNIFIED SCHOOL DISTRICT
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:	July 21, 2022
SUBJECT:	Ratification of Agreement–University of California, Los Angeles

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Background
The purpose of the Intern Agreement with the University of California, Los Angeles will allow students to serve in an administrative position with the Burbank Unified School District beginning July 1, 2022. It will allow students in the program to complete their Preliminary Administrative Credential.

Pursuant to the provisions of Section 44227 of Education Code, the governing board is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution.

Discussion/Issues
The intern pathway program with UCLA allows eligible students to assume an administrative position prior to finishing the coursework for the Preliminary Administrative Credential. Students are placed in the UCLA intern pathway to finish their preliminary credential. The university provides a leadership coach during the student intern status. Additionally, they take the appropriate steps with the Commission on Teacher Credentialing (CTC) to allow students to participate in the intern program.

Fiscal Impact
None

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education ratify the Intern Teaching Agreement between the Burbank Unified School District and University of California, Los Angeles to provide educational field experience, effective July 1, 2022, and shall remain in effect in perpetuity 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.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement – iHeartMEDIA

Background

With the advent of the adult education consortium structure and the requirements for reporting data, BAS is in a competitive process for the distribution of funding with the other five members of the Los Angeles Regional Adult Education Consortium (LARAEC). The basic data components are enrollment in the program areas, and completion of high school diplomas/equivalents and CTE program certificates. Burbank Adult School (BAS) produces a school catalog that mailed out three times a year to over 69,000 homes to promote its classes and programs.

2022-2023 District-wide Goal(s):

1.0 Students will be career/college ready via high-quality instruction

Discussion/Issues

iHeartMEDIA will provide Burbank Adult School with services to market its educational programs and recruit potential students through the use of iHeartMEDIA marketing campaign to involve Location-Based Behavioral, Location-Based Retargeting, Behavioral Targeting, Marketplace Targeting, Keyword Targeting, Retargeting., iHeart Radio Streaming and STAR 98.7 FM Endorsement spots. The marketing campaign will inform, motivate and encourage potential students to visit BAS, register for classes or programs and attend information/orientation sessions. The focus areas for promotion include the CTE programs and the high school diploma, equivalency and ESL programs. The goal is to maximize enrollment for all non-CTE and CTE programs. The outcomes will be tracked through enrollment, attendance, and program completers.

Fiscal Implications

The estimated cost for the consultant services for the period covering July 22, 2022 through June 30, 2023, is approximately $30,000, which will be paid with California Adult Education Program (CAEP) funds.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District, Burbank Adult School and iHeartMEDIA to provide targeted marketing to maximize enrollment in Adult Education programs, effective July 22, 2022 through June 30, 2023, not to exceed $30,000 (11.0-63910.0-41101-27000-5850-5330000) - $7,500, (11.0-63910.0-41102-27000-5850-5330000) -$7,500, (11.0-63910.0-41104-27000-5850-5330000) - $7,500, (11.0-63910.0-41106-27000-5850-5330000) - $7,500 and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

MEMORANDUM OF UNDERSTANDING – PARTNERSHIP AGREEMENT FOR CAREER TECHNICAL EDUCATION AND MARKETING SERVICES PROVIDED BY iHeartMEDIA

The Burbank Unified School District (herein "District") and iHeartMEDIA (herein “Consultant”) agree to the following Partnership Agreement (herein "Agreement") with respect to Consultant providing the District Career Technical Educational (herein “CTE”) and Marketing services to successfully complete the outcomes outlined in Section I, Article A of the Agreement (herein “Outcomes”) and improve enrollment for Burbank Adult School (herein “Burbank”).

I. Consultant RESPONSIBILITIES

A. Outcomes
The Agreement is for Consultant to provide complete CTE and Marketing services to achieve the following Outcomes:
   I. Market to maximize enrollment for all non-CTE programs (ASE, ABE, ESL, EL Civics) & CTE programs as mutually determined.

B. Delivery of Services and Administration of Programs
Consultant will be responsible for delivering all CTE and Marketing services, but will collaborate with the District to ensure Outcomes are to the satisfaction of the District.

C. Use of Consultant Services for this Agreement is not Necessarily Binding
A Memorandum of Understanding is not a formal contract and, thus, the Agreement is not fully binding. However, while not a contract, adhering to the conditions of the Agreement is paramount to achieving the Outcomes. Therefore, once the terms of this Agreement have been approved by the proper authorities, it is understood by all parties that all invoices submitted by the Consultant for services rendered must be paid.

D. Schedule to Achieve Outcomes
   I. Efforts to be put forth in a timely manner for the Fall, Spring and Summer Sessions for the 2022/2023 school year.

E. General Description of Requirements to Achieve Outcome I
Though not exhaustive, following are actionable steps and deliverables that are required to complete Campaign 2:

- Provide targeted marketing to maximize enrollment in non-CTE programs including, but not limited to: Location-Based Behavioral, Location-Based Retargeting, Behavioral Targeting, Marketplace Targeting, Keyword Targeting, Retargeting, IHeart Radio Streaming, and Alt 98.7 FM Endorsement Spots
- Campaign 2 will deliver (at least) 3,009,000 targeted impressions as follows: July/August 2022 - 3 weeks, 1,230,000 impressions (600,000 Digital, 630,000 Radio); December 2022 – 3 weeks, 1,230,000 impressions; April/May 2023 – 2 weeks, 630,000 impressions (300,000 Digital, 330,000 Radio).

F. Fees to Be Paid to the Consultant for Each Outcome
Following are the fees that will be paid to the Consultant broken down by session:

Fall 2022	Per monthly invoicing no later than December 1, 2022	$12,000
Spring 2023	Per monthly invoicing no later than March 15, 2023	$12,000
Summer 2023	Per monthly invoicing no later than June 15, 2023	$6,000

G. Coordinator for the CTE and Marketing Services
Consultant will provide a coordinator who will serve as the contact to the District and work with the identified District and Adult School administration to ensure the action steps taken to achieve Outcomes are met.

H. Documentation
Consultant will provide the District with all required documentation and forms in a timely manner, when requested, including, but not limited to: marketing collateral, and other documents as required by the District or any other regulatory body.

I. Public Access
Consultant will ensure that CTE Program courses offered pursuant to this Agreement are advertised are fully open to the public.

II. DISTRICT RESPONSIBILITIES

A. District Administrator
The District will name an administrator to serve as the contact to Consultant.

B. Reimbursement
The District agrees to pay Consultant invoices as agreed upon in Section 1, Article H. District assures that Consultant invoices will be paid in a timely fashion.

III. GENERAL PROVISIONS

A. Confidentiality
All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and Consultant will remain strictly confidential and will not be disclosed without prior written consent of the other party.

B. Entire Agreement: Amendment
This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and will supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

C. Indemnification
Except as otherwise may be provided in this Agreement, each party will indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.

D. Governing Law
This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement will be instituted and prosecuted only in a court of proper jurisdiction in Los Angeles County, California.

E. Non-Discrimination
Neither party will discriminate against any Consultant student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

V. DATES AND RESPONSIBLE PERSONNEL

An Action Plan with dates and responsible personnel will be fully developed and made available to all pertinent parties. Responsible parties are below:

Action Plan Dates and Responsible Personnel	TBD
iHeartMEDIA	Alan Derwin, Senior Account Director
District Administrator	John Paramo, Assistant Superintendent

This Memorandum of Understanding (MOU) is effective beginning July 22, 2022 and effective until June 30, 2023.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date of July 22, 2021.

BURBANK UNIFIED SCHOOL DISTRICT

_____ Date _____
John Paramo
Assistant Superintendent

iHeartMEDIA

Alan Derwin Date 7/6/22
Alan Derwin
Senior Account Director

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
SUBMITTED BY:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of 2022-2023 Courses and Instructional Minutes for the Independent Learning Academy

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Background

In the 2014-2015 school year the District began offering courses at the Burbank Independent Learning Academy (ILA). Independent study is a different way of learning. In independent study, a student is guided by a teacher but usually does not take classes with other students every day, unless he or she is dually enrolled at the ILA and at a middle or high school. The student works independently and meets with a teacher at least once a week. One of the positives of independent study for high school students is that it provides flexible scheduling and allows students the opportunity to develop as self-directed learners. It also allows them to pursue other interests. While independent study students follow the District-adopted curriculum and meet the District graduation requirements, independent study offers flexibility to meet individual student needs, interests, and styles of learning.

The District selected Apex online curriculum provider as the curriculum for the Independent Learning Academy. This provider was selected because the District is already using some of their courses at the middle and high schools.

District-wide Goals for 2022-2023:

1. Students will be career/college ready via high quality instruction.

Discussion/Issues

The District is required to annually certify that the courses offered at the ILA are of the same rigor and educational quality as equivalent classroom-based courses. With the growth of the ILA, there is a need to expand course offerings to meet the needs of high school students. In addition, the courses must be aligned to the California State Standards. APEX Learning has realigned all of their respective courses when the

standards were approved by the state. APEX Learning curriculum is recognized as a rigorous and high quality program as evidenced by the vast majority of the courses being University of California (UC) approved. This was approved by the Board on June, 3, 2021 and then subsequently, the expansion of ILA's approved courses included AP Spanish and thus we are bringing it back for approval.

The charts below are the specific courses and the instructional minutes for each course that the ILA is offering to students:

Independent Learning Academy
List of Courses
Grades 9-12
2022-2023

Course	Semester/Year	Daily Equivalent Minutes	Total Days	Credits
English 9A APEX	S	240.00	22	5
English 9B APEX	S	240.00	22	5
English 10 A APEX	S	240.00	22	5
English 10B APEX	S	240.00	22	5
English 10A Honors APEX	S	240.00	22	5
English 10B Honors APEX	S	240.00	22	5
English 11A APEX	S	240.00	22	5
English 11B APEX	S	240.00	22	5
English 11A Honors APEX	S	240.00	22	5
English 11B Honors APEX	S	240.00	22	5
English 12A APEX	S	240.00	22	5
English 12B APEX	S	240.00	22	5
English 12A Honors APEX	S	240.00	22	5
English 12B Honors APEX	S	240.00	22	5
AP English Lang A APEX	S	240.00	22	5
AP English Lang B APEX	S	240.00	22	5
AP English Lit A APEX	S	240.00	22	5
AP English Lit B APEX	S	240.00	22	5
Creative Writing APEX	S	240.00	22	5
Media Literacy APEX	S	240.00	22	5
Reading Skills & Strategies APEX	S	240.00	22	5
Writing Skills & Strategies APEX	S	240.00	22	5

World History A APEX	S	240.00	22	5
World History B APEX	S	240.00	22	5
World History Honors A APEX	S	240.00	22	5
World History Honors B APEX	S	240.00	22	5
U.S. History A APEX	S	240.00	22	5
U.S. History B APEX	S	240.00	22	5

U.S. History A Honors APEX	S	240.00	22	5
U.S. History B Honors APEX	S	240.00	22	5
AP U.S. History A APEX	S	240.00	22	5
AP U.S. History B APEX	S	240.00	22	5
Geography & World Cultures APEX	S	240.00	22	5
Ethnic Studies APEX	S	240.00	22	5
Psychology APEX	S	240.00	22	5
Sociology APEX	S	240.00	22	5
Government APEX	S	240.00	22	5
AP Government APEX	S	240.00	22	5
Economics APEX	S	240.00	22	5
AP Micro Economics	S	240.00	22	5
AP Macro Economics	S	240.00	22	5
Algebra 1A APEX	S	240.00	22	5
Algebra 1B APEX	S	240.00	22	5
Algebra 2A APEX	S	240.00	22	5
Algebra 2B APEX	S	240.00	22	5
Geometry A APEX	S	240.00	22	5
Geometry B APEX	S	240.00	22	5
Pre Calculus A APEX	S	240.00	22	5
Pre Calculus B APEX	S	240.00	22	5
Calculus A APEX	S	240.00	22	5
Calculus B APEX	S	240.00	22	5
Pre Calculus Honors A APEX	S	240.00	22	5
Pre Calculus Honors B APEX	S	240.00	22	5
AP Calculus AB A APEX	S	240.00	22	5
AP Calculus AB B APEX	S	240.00	22	5

AP Statistics A APEX	S	240.00	22	5
AP Statistics B APEX	S	240.00	22	5
Intro Algebra A APEX	S	240.00	22	5
Intro Algebra B APEX	S	240.00	22	5
Earth Science A APEX	S	240.00	22	5
Earth Science B APEX	S	240.00	22	5
Biology A APEX	S	240.00	22	5
Biology B APEX	S	240.00	22	5
Biology A Honors APEX	S	240.00	22	5
Biology B Honors APEX	S	240.00	22	5
Chemistry A APEX	S	240.00	22	5
Chemistry B APEX	S	240.00	22	5
Chemistry A Honors APEX	S	240.00	22	5
Chemistry B Honors APEX	S	240.00	22	5
Physics A APEX	S	240.00	22	5
Physics B APEX	S	240.00	22	5
Environmental Science A APEX	S	240.00	22	5
Environmental Science B APEX	S	240.00	22	5
Spanish 1A APEX	S	240.00	22	5
Spanish 1B APEX	S	240.00	22	5
Spanish 2A APEX	S	240.00	22	5
Spanish 2B APEX	S	240.00	22	5
Spanish 3A APEX	S	240.00	22	5
Spanish 3B APEX	S	240.00	22	5
AP Spanish A	S	240.00	22	5
AP Spanish B	S	240.00	22	5
French 1A APEX	S	240.00	22	5
French 1B APEX	S	240.00	22	5
French 2A APEX	S	240.00	22	5
French 2B APEX	S	240.00	22	5
PE 9A APEX	S	240.00	22	5
PE 9B APEX	S	240.00	22	5
PE 10-12 A APEX	S	240.00	22	5
PE 10-12 B APEX	S	240.00	22	5
Health/Careers A APEX	S	240.00	22	5

Health/Careers B APEX	S	240.00	22	5
Art Appreciation APEX	S	240.00	22	5
Informational Technology APEX	S	240.00	22	5
Music Appreciation A APEX	S	240.00	22	5
Music Appreciation B APEX	S	240.00	22	5
High School minutes are based on: 65,400 minutes per year				

Independent Learning Academy
List of Courses
Grade 8
2022-2023

Course	Semester/Year	Daily Equivalent Minutes	Total Days
English 8A APEX	S	240.00	22
English 8B APEX	S	240.00	22
Math 8A APEX	S	240.00	22
Math 8B APEX	S	240.00	22
Science 8A APEX	S	240.00	22
Science 8B APEX	S	240.00	22
PE 8A APEX	S	240.00	22
PE 8B APEX	S	240.00	22
Social Studies 8A APEX (U.S. History)	S	240.00	22
Social Studies 8B APEX (U.S. History)	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Independent Learning Academy
List of Courses
Grade 7
2022-2023

Course	Semester/Year	Daily Equivalent Minutes	Total Days
English 7A APEX	S	240.00	22
English 7B APEX	S	240.00	22
Math 7A APEX	S	240.00	22
Math 7B APEX	S	240.00	22
Science 7A APEX	S	240.00	22
Science 7B APEX	S	240.00	22
PE 7A APEX	S	240.00	22
PE 7B APEX	S	240.00	22
Social Studies 7A APEX (World History)	S	240.00	22
Social Studies 7B APEX (World History)	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Independent Learning Academy
List of Courses
Grade 6
2022-2023

Course	Semester/Year	Daily Equivalent Minutes	Total Days
English 6A APEX	S	240.00	22
English 6B APEX	S	240.00	22
Math 6A APEX	S	240.00	22
Math 6B APEX	S	240.00	22
Science 6A APEX	S	240.00	22
Science 6B APEX	S	240.00	22
PE 6A APEX	S	240.00	22
PE 6B APEX	S	240.00	22

Social Studies 6A APEX	S	240.00	22
Social Studies 6B APEX	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Fiscal Implications

In the event that a student needs AP Spanish, and our current supplementary Spanish teacher does not teach the AP section, we would need to pay extra hourly to an AP Spanish teacher for a student to take the course.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the course list and instructional minutes for the Independent Learning Academy, effective July 21, 2022 through June 30, 2023, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	John M. Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John M. Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022

Background:

The Williams Lawsuit Settlement Quarterly Report and its procedures are required by the State in order for the public to have a means by which to file complaints alleging violation of federal or state laws or regulations governing various educational programs.

Discussion and Issues:

All school districts are required to report summarized data on the nature and resolution of all complaints addressing insufficient instructional materials, teacher vacancies and mis-assignment, and emergency or urgent facilities issues on a quarterly basis to the Los Angeles County Superintendent of Schools in accordance with the provisions of the Williams settlement legislation, per Education Code 35186 (SB550 and AB 2727).

This is the fourth report to the Board of Education for the 2021-2022 school year. There are no incidents to report.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022, Report Summary No. 4, April 1 through June 30, 2022, as presented.

Los Angeles County Office of Education
Serving Students ▪ Supporting Communities
Leading Educators

Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2021-2022

District Name: Burbank Unified Date: 7/15/22

Person completing this form: John Paramo Title: Assistant Sup. Ed Services

Quarter covered by this report (Check One Below):

☐	1st QTR	July 1 to September 30	Due 15-Oct 2021
☐	2nd QTR	October 1 to December 31	Due 14- Jan 2022
☐	3rd QTR	January 1 to March 31	Due 15-Apr 2022
☑	4th QTR	April 1 to June 30	Due 15-Jul 2022

Date for information to be reported publicly at governing board meeting: 7/21/22

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
TOTAL	0	0	0

Print Name of District Superintendent Matt Hill

Signature of District Superintendent _____ Date 7/21/2022

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoe.edu

Rev. 07-27-21

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to conduct an Independent Educational Evaluation (IEE) for the Special Education Student 960036652, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $3,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Dr. Karen Epport, to provide an Independent Educational Evaluation (IEE) and attend an IEP for Special Education Student 960036652, not to exceed $3,000 (01.0-65000.0-57602-11901-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 14th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Karen Lynn Epport hereinafter referred to as "Consultant."

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

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

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11901-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate not to exceed $3,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 07/22/2022 and terminating on: 05/25/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Karen Lynn Epport will provide a speech and language assessment for special education student 960036652.

6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Karen Lynn Epport the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Karen Lynn Epport from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Karen Lynn Epport shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Karen Lynn Epport or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Karen Lynn Epport, its agents, subcontractors, employees or other representatives referred to in this Agreement, Karen Lynn Epport shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Karen Lynn Epport fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Karen Lynn Epport demand.

District shall save and hold Karen Lynn Epport, harmless from and against and shall indemnify Karen Lynn Epport for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Karen Lynn Epport is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Karen Lynn Epport may defend the same and any expenses, including reasonable attorney's fees, which Karen Lynn Epport may pay or incur in defending said action and the amount of any judgment which Karen Lynn Epport may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Karen Lynn Epport
Consultant/Company

Print Representative Name

Title

Signature

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to conduct an Independent Educational Evaluation (IEE) for the Special Education Student 960029506, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $6,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Andre Van Rooyen, Ph.D., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960029506, not to exceed $6,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 13th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Andre Van Rooyen, Ph.D. hereinafter referred to as "Consultant."

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

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

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $250 per hour for a total not to exceed $6,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 07/22/2022 and terminating on: 05/25/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Andre Van Rooyen, Ph.D. will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960029506. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

5. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

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

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

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

13. The District agrees to indemnify, defend and hold harmless Andre Van Rooyen, Ph.D. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Andre Van Rooyen, Ph.D. shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Andre Van Rooyen, Ph.D. or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Andre Van Rooyen, Ph.D., its agents, subcontractors, employees or other representatives referred to in this Agreement, Andre Van Rooyen, Ph.D. shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Andre Van Rooyen, Ph.D. fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Andre Van Rooyen, Ph.D. demand.

District shall save and hold Andre Van Rooyen, Ph.D., harmless from and against and shall indemnify Andre Van Rooyen, Ph.D. for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Andre Van Rooyen, Ph.D. is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Andre Van Rooyen, Ph.D. may defend the same and any expenses, including reasonable attorney's fees, which Andre Van Rooyen, Ph.D. may pay or incur in defending said action and the amount of any judgment which Andre Van Rooyen, Ph.D. may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Andre Van Rooyen, Ph.D.
Consultant/Company

Andre Van Rooyen
Print Representative Name

Licensed Psychologist
Title

Andre Van Rooyen
Signature

6/15/22
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The purpose of the agreement for professional services is to hire an intervener professional (as a consultant) to provide support for Special Education Student 160003888.

Discussion/Issues:

The District is obligated to provide services for students with Individualized Education Plans (IEPs) who attend our schools. The District does not have the staff to support Special Education Student 160003888, by contracting with an agency to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

Not to exceed $114,330.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Sonja Biggs Educational Services, Inc., to provide an intervener professional, not to exceed $114,330 (01.0-65000.0-57602-11900-5850-7440000), effective August 15, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 13th day of June 2022 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Sonja Biggs Educational Services, Inc. hereinafter referred to as "Consultant."

Payee's Name: Sonja Biggs Educational Services, Inc. Daytime Phone Number: 855-525-7237

Mailing Address: 7493 Dornoch Court Gilroy CA 95020

Email Address: lindy.culler@sbesinc.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$114,330**
2. The term of the Agreement shall be the period commencing on:08/15/2022 and terminating on: 05/25/2023.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Sonja Biggs Educational Services, Inc. will provide intervener services for Special Education Student 160003888.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Sonja Biggs Educational Services, Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Sonja Biggs Educational Services, Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Sonja Biggs Educational Services, Inc. shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Sonja Biggs Educational Services, Inc. or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Sonja Biggs Educational Services, Inc., its agents, subcontractors, employees or other representatives referred to in this Agreement, Sonja Biggs Educational Services, Inc. shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Sonja Biggs Educational Services, Inc. fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Sonja Biggs Educational Services, Inc. demand.

District shall save and hold Sonja Biggs Educational Services, Inc., harmless from and against and shall indemnify Sonja Biggs Educational Services, Inc. for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Sonja Biggs Educational Services, Inc. is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Sonja Biggs Educational Services, Inc. may defend the same and any expenses, including reasonable attorney's fees, which Sonja Biggs Educational Services, Inc. may pay or incur in defending said action and the amount of any judgment which Sonja Biggs Educational Services, Inc. may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Sonja Biggs Educational Services, Inc.
Consultant/Company

Print Representative Name

Title

Signature

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to provide interpreters and translators for deaf and hard of hearing students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services. This agency is used as a back-up, emergency service when District employees are unable to provide the services required.

Fiscal Impact:

Not to exceed $10,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Linguabee, to provide interpreting and translation for Burbank students, not to exceed $10,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 22,2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
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CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 15th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Linguabee hereinafter referred to as "Consultant."

Payee's Name: Linguabee Daytime Phone Number: 303-872-9525

Mailing Address: PO Box 746453 Arvada CO 80006

Email Address: bucky@linguabee.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11901-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$10,000**
2. The term of the Agreement shall be the period commencing on: 07/22/2022 and terminating on: 06/30/2023.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Linguabee will provide interpreters/translators for DHH special education students.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

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

14. The District agrees to indemnify, defend and hold harmless Linguabee from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Linguabee shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Linguabee or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Linguabee, its agents, subcontractors, employees or other representatives referred to in this Agreement, Linguabee shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Linguabee fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Linguabee demand.

District shall save and hold Linguabee, harmless from and against and shall indemnify Linguabee for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Linguabee is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Linguabee may defend the same and any expenses, including reasonable attorney's fees, which Linguabee may pay or incur in defending said action and the amount of any judgment which Linguabee may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]
Paulette Koss
Print Representative Name

[redacted]
Director of Special Education
Title

[redacted]
Signature

[redacted]
Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Linguabee
Consultant/Company

[redacted]
Justin Buckhold, "Bucky"
Print Representative Name

[redacted]
Queen Bee
Title

[redacted]
Signature Bucky

[redacted]
Date 6/15/2022

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The purpose of this agreement for professional services is to hire an outside psychologist (as a consultant) to provide assessments to Special Education Students. The consultant will assist with assessments, writing the assessment reports and attending IEP's of Special Education Students.

Discussion/Issues:

The District is obligated to provide assessments and implement Individualized Education Plans (IEP's) for students who attend our schools. The District does not have current staff able to support the current caseload overage and is, therefore, contracting with one to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

There is no cost to the District as this is through a COVID grant for a total not to exceed $86,400

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Julie Janet Tafoya, School Psychologist, to provide assessments, written reports and attend student IEP meetings, not to exceed $86,400 (01.0-65370.0-57601-11900-5850-7440000), effective August 15, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
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Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 29th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Julie Janet Tafoya hereinafter referred to as "Consultant."

Payee's Name: Julie Janet Tafoya Daytime Phone Number: [redacted]

Mailing Address: [redacted] Email Address: [redacted]

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

Board Approval: 07/21/2022 Account Code: 01.0-65370.0-57601-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $60 per hour for a total not to exceed **$86,400** **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 08/15/2022 and terminating on: 06/30/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Julie Janet Tafoya will conduct assessments for BUSD Students.

5. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

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

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

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

13. The District agrees to indemnify, defend and hold harmless Julie Janet Tafoya from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Julie Janet Tafoya shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Julie Janet Tafoya or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Julie Janet Tafoya, its agents, subcontractors, employees or other representatives referred to in this Agreement, Julie Janet Tafoya shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Julie Janet Tafoya fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Julie Janet Tafoya demand.

District shall save and hold Julie Janet Tafoya, harmless from and against and shall indemnify Julie Janet Tafoya for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Julie Janet Tafoya is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Julie Janet Tafoya may defend the same and any expenses, including reasonable attorney's fees, which Julie Janet Tafoya may pay or incur in defending said action and the amount of any judgment which Julie Janet Tafoya may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Julie Janet Tafoya
Consultant/Company

Julie Janet Tafoya
Print Representative Name

Title

Signature

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services for Special Education Student 960032646, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $3,150.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Professional Tutors of America for Special Education Student 960032646, not to exceed $3,150 (01.0-65000.0-57602-11900-5850-7440000), effective August 15, 2022 through March 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
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Fax: (818) 729-4573
www.burbankusd.org

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 29th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America Daytime Phone Number: 714-784-3454

Mailing Address: 3350 E. Birch Street, Brea, CA 92826 Email Address: rgordon@professionaltutors.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $90 per hour for a total not to exceed $3,150 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 08/15/2022 and terminating on: 03/30/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Professional Tutors of America will provide 35 hours of compensatory education for student 960032646, as noted in students IEP. Services will be provided at students' school, Villa Esperanza. PTA will provide monthly reports of activity by the fifth working day of the month following service. Acceptable evidence should include a copy of the service logs that include the frequency, duration, and location of the services, and the providers' dated signatures.

6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Professional Tutors of America the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Professional Tutors of America from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Professional Tutors of America shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Professional Tutors of America or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Professional Tutors of America, its agents, subcontractors, employees or other representatives referred to in this Agreement, Professional Tutors of America shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Professional Tutors of America falls or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Professional Tutors of America demand.

District shall save and hold Professional Tutors of America, harmless from and against and shall indemnify Professional Tutors of America for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Professional Tutors of America is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Professional Tutors of America may defend the same and any expenses, including reasonable attorney's fees, which Professional Tutors of America may pay or incur in defending said action and the amount of any judgment which Professional Tutors of America may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Professional Tutors of America
Consultant/Company

Robert Gordon

Print Representative Name
CEO

Title

Signature
6/29/12

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to conduct an Independent Educational Evaluation (IEE) for the Special Education Student 960029506, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $1,050.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Therapy In Action, Inc., to provide an Occupational Therapy IEE and attend an IEP meeting for Special Education Student 960029506, not to exceed $1,050 (01.0-65000.0-57602-11900-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 21st day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Therapy In Action, Inc. hereinafter referred to as "Consultant."

Payee's Name: Therapy In Action, Inc. Daytime Phone Number: 818-708-2292 X105

Mailing Address: 18522 Oxnard Street Tarzana CA 91356 Email Address: emily@therapyinaction.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, for a total not to exceed $1,050 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 07/22/2022 and terminating on: 05/25/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Therapy In Action, Inc. will provide an Occupational Therapy IEE for Special Education Student 960029506. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student, scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

5. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

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

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

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

13. The District agrees to indemnify, defend and hold harmless Therapy In Action, Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Therapy In Action, Inc. shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Therapy In Action, Inc. or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Therapy In Action, Inc., its agents, subcontractors, employees or other representatives referred to in this Agreement, Therapy In Action, Inc. shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Therapy In Action, Inc. fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Therapy In Action, Inc. demand.

District shall save and hold Therapy In Action, Inc., harmless from and against and shall indemnify Therapy In Action, Inc. for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Therapy In Action, Inc. is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Therapy In Action, Inc. may defend the same and any expenses, including reasonable attorney's fees, which Therapy In Action, Inc. may pay or incur in defending said action and the amount of any judgment which Therapy In Action, Inc. may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Therapy In Action, Inc.
Consultant/Company

Print Representative Name

Title

Signature

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to conduct an Independent Educational Evaluation (IEE) for the Special Education Student 960029506, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $4,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Briggs and Associates, APSLPC, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960029506, not to exceed $4,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 22, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 14th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Briggs and Associates, APSLPC hereinafter referred to as "Consultant."

Payee's Name: Briggs and Associates, APSLPC Daytime Phone Number: 805-869-2776

Mailing Address: 3835 Mariana Way Santa Barbara CA 93105 Email Address: margaret@briggsandassociates.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, for a total not to exceed $4,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 07/22/2022 and terminating on: 05/25/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Briggs and Associates, APSLPC will provide a Speech and Language (IEE) for Special Education Student 960029506. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

5. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

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

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

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

13. The District agrees to indemnify, defend and hold harmless Briggs and Associates, APSLPC from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Briggs and Associates, APSLPC shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Briggs and Associates, APSLPC or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Briggs and Associates, APSLPC, its agents, subcontractors, employees or other representatives referred to in this Agreement, Briggs and Associates, APSLPC shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Briggs and Associates, APSLPC fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Briggs and Associates, APSLPC demand.

District shall save and hold Briggs and Associates, APSLPC, harmless from and against and shall indemnify Briggs and Associates, APSLPC for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Briggs and Associates, APSLPC is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Briggs and Associates, APSLPC may defend the same and any expenses, including reasonable attorney's fees, which Briggs and Associates, APSLPC may pay or incur in defending said action and the amount of any judgment which Briggs and Associates, APSLPC may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Briggs and Associates, APSLPC
Consultant/Company

Margaret H. Briggs, Ph.D.
Print Representative Name

Owner
Title

Signature

6/21/22
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend an agreement for professional services to provide an audiology IEE for Special Education Student 960034080, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $1,850.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Audiology Solutions LA, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034080, not to exceed $1,850 (01.0-65000.0-57602-11900-5850-7440000), effective June 17, 2022 through December 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 16, 2022 for a total not to exceed $1,700. Due to an increase for the new fiscal year, this amendment adds an additional $150 for a total not to exceed $1,850..

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

AMENDED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 28th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Audiology Solutions LA hereinafter referred to as "Consultant."

Payee's Name: Audiology Solutions LA Daytime Phone Number: 818-631-5538

Mailing Address: 17251 Westbury Dr Granada Hills CA 91344

Email Address: cydneyfox@gmail.com

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

Board Approval: ~~06/16/2022~~ 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **~~$1,700~~ $1,850**
2. The term of the Agreement shall be the period commencing on: 06/17/2022 and terminating on: 12/30/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Audiology Solutions LA will provide an audiology IEE for Special Education Student 960034080. Total cost includes assessment, attending the IEP virtually (up to 2 hours) and writing the report.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Audiology Solutions LA the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Audiology Solutions LA from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Audiology Solutions LA shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Audiology Solutions LA or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Audiology Solutions LA, its agents, subcontractors, employees or other representatives referred to in this Agreement, Audiology Solutions LA shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Audiology Solutions LA fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Audiology Solutions LA demand.

District shall save and hold Audiology Solutions LA, harmless from and against and shall indemnify Audiology Solutions LA for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Audiology Solutions LA is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Audiology Solutions LA may defend the same and any expenses, including reasonable attorney's fees, which Audiology Solutions LA may pay or incur in defending said action and the amount of any judgment which Audiology Solutions LA may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Audiology Solutions LA
Consultant/Company

Print Representative Name

Title

Signature

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services to provide Licensed Vocational Nurse (LVN) services to special education students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents whose IEPs require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

Fiscal Impact:

Not to exceed $76,493.50.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Protocol Agency, Inc., to provide a Licensed Vocational Nurse (LVN), not to exceed $76,493.50 (01.0-65000.0-57602-11900-5850-744000) for Burbank special education students June 6, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 6th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Protocol Agency Inc. hereinafter referred to as "Consultant."

Payee's Name: Protocol Agency Inc. Daytime Phone Number: 272-878-8615

Mailing Address: 27001 Agoura Road, Ste. 210 Email Address: vdyer@protocolagency.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District at a rate of **$59 per hour** for a total not to exceed **$76,493.50** **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 06/06/2022 and terminating on: 05/25/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Protocol Agency Inc. will provide an LVN to support Special Education Students at various schools. The LVN will remain in place until Burbank Unified School District hires a permanent LVN. Hours are as follows:
   June 7, 2022 - July 14, 2022 (Monday - Thursday with the exception of June 20 and July 4; these weeks there will be school on Friday) = 5.5 hours x 23 = 130.41 x $59 = **$7,463.50.**
   August 15, 2022 - May 25, 2023 = 6.5 hours per day for 180 days at a rate of $383.50 per day x 180 days = **$69,030.**

6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Protocol Agency Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Protocol Agency Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Protocol Agency Inc. shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Protocol Agency Inc. or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Protocol Agency Inc., its agents, subcontractors, employees or other representatives referred to in this Agreement, Protocol Agency Inc. shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Protocol Agency Inc. fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Protocol Agency Inc. demand.

District shall save and hold Protocol Agency Inc., harmless from and against and shall indemnify Protocol Agency Inc. for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Protocol Agency Inc. is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Protocol Agency Inc. may defend the same and any expenses, including reasonable attorney's fees, which Protocol Agency Inc. may pay or incur in defending said action and the amount of any judgment which Protocol Agency Inc. may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Protocol Agency Inc.
Consultant/Company

Print Representative Name

ERIC SARGSYAN

Title CFO

Signature

Date 6/6/22

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

Special Education is required to provide transportation to students per their Individual Educational Program (IEP).

Discussion/Issues:

On occasion, students are transported by LA City Cab, LLC. The Special Education Department has a long history of working with this company to provide said services.

Fiscal Impact:

Not to exceed $350,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and LA City Cab, LLC for transportation services for Special Education Students on an as needed basis, effective July 1, 2022, through June 30, 2023, not to exceed $350,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

TRANSPORTATION AGREEMENT

THIS AGREEMENT entered into on the 1st day of July 2022 by and between the Burbank Unified School District of Los Angeles County, hereinafter referred to as the "District" and LA City Cab, LLC, hereinafter referred to as the "Contractor".

WITNESSETH

That the parties hereto have mutually consented and agreed, for and in consideration of the payments to be made as herein set forth, as follows:

1. SCOPE OF WORK

The Contractor shall provide transportation services for special education students of the Burbank Unified School District on an "as needed" basis. No other fares are to be in the taxi while the Contractor is transporting a District special education student(s), and the driver is to take the most direct routes.

2. PAYMENT/TERM

This contract shall be effective from July 1, 2022, through June 30, 2023, and shall be written for an amount not to exceed Three Hundred Fifty Thousand Dollars ($350,000.00).

3. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Board of Education of the Burbank Unified School District.

4. DEFAULT BY CONTRACTOR

If, in the opinion of the Board of Education, the Contractor at any time during the period of this contract, persistently fails to perform satisfactorily the service called for under the contract, or persistently fails to furnish safe and satisfactory equipment or personnel satisfactory to the District representative to operate the equipment or fails to furnish evidence of insurance as required or otherwise fails or neglects to comply with the terms of the contract, the District shall notify the contractor in writing of said failure to perform satisfactorily the work called for, and if the failure shall continue to prevail the District may, without further notice or demand, make arrangements elsewhere for the service or any part thereof and hold the Contractor responsible and liable for damages which may be sustained by the District thereby.

5. FORCE MAJEURE CLAUSES

The parties to the contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

There shall be no obligation on the District to accept or pay for the services herein agreed to be furnished by the Contractor, on those days when, by direction of the Superintendent of the Burbank Unified School District or by order of the Burbank Board of Education, the schools of the District are closed to insure the health or safety of the pupils or for any other lawful reason.

6. DISTRICT NOT LIABLE FOR INJURIES OR DAMAGE TO PROPERTY

The District, the Board of Education of the District, and other school authorities, shall not be liable for injury to any person or persons, or for damage to any property owned by the Contractor or owned by others, arising in any manner whatever out of such transportation furnished by the Contractor.

7. HOLD HARMLESS CLAUSE

The Contractor shall hold harmless and indemnify the District, the Burbank Board of Education, its officers and employees, from every claim or demand which may be made by the reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by **him upon** or in connection **with** his operations, whatever the cause.

b. Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default or omission of the Contractor or any person, firm or corporation, directly or indirectly employed by him or in connection with his operations.

c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or on patented invention, article or appliance under this contract.

The Contractor at his own cost, expense and risk shall defend any legal proceedings that may be brought against the District, the Board, its officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

8. INSURANCE REQUIREMENTS

The Contractor shall **maintain** insurance satisfactory to the District and as set forth below, during the contract period and shall furnish evidence thereof to Purchasing Services not less then 15 calendar days before new or renewed coverage is required, of each policy on liability coverage, and a Certificate of Insurance on the liability and Workers' Compensation coverage. The certificate shall:

a. Be issued to Purchasing Services, Burbank Board of Education, 1900 West Olive Avenue, **Burbank,** California 91506-2460. The endorsement must be mailed directly from the insurance company to the **Burbank** Unified School District with an original signature.

b. Include a 30-day Cancellation Clause guaranteeing that Purchasing Services will be notified of any cancellation of, or change in, the policy.

Public Liability Insurance The Contractor shall maintain such Public Liability Insurance as will protect him from any claims for damages or personal liability injury including death, and damage to property, which may arise from operations under the contract. Such liability insurance shall:

c. Be maintained in the following Minimum Limits per occurrence:

Bodily Injury	$500,000/1,000,000
Property Damage	$500,000

d. Be extended to include as Additional Insured: The Burbank Unified School District and the **Burbank** Board of Education.

e. Be issued by insurance carriers satisfactory to the District with not less than the first $500,000 of bodily injury coverage and not less than the first $500,000 of property damage to a company or companies admitted to transact the business of insurance in California. All admitted carriers shall have a rating of not less than B+AAAA by the latest edition of Best's Insurance Guide.

Workers' Compensation Insurance. That Contractor shall **maintain** such insurance as will protect him from claims under Workers' Compensation Insurance Acts which may arise from operations under the contract.

9. PERMITS, LICENSES, LAWS AND REGULATIONS

The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law for furnishing the service herein listed; and shall comply with and observe all provisions of the California Vehicle Code, the State Board of Education of California, any other governmental agency, and the Board of Education of the Burbank Unified School District relating to the transportation of pupils. The contractor shall fill out and return Attachment A, contractor certification form, pursuant to education code section 45125.1.

10. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of the contract, the Contractor Is an independent contractor and not an officer, employee or agent of the District.

11. DRUG FREE/ MOKE FREE/ALCOHOL FREE POLICY:

All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

IN WITNESS WHEREOF, the said Board of Education of Burbank Unified School District has caused this agreement to be by its duly authorized officer, in its behalf, and the said Contractor bas signed this Agreement the day and year first above written.

LA CITY CAB, LCC

By: _____

Nettabai Ahmed, President
Printed Name & Title

BURBANK UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA

By: _____

Debbie Kukta, Assistant Superintendent
Printed Name & Title

APPROVED BY THE LOCAL EDUCATION AGENCY GOVERNING BOARD ON: _____

ATTACHMENT B -TUBERCULOSIS TEST CLEARANCE

In accordance with provisions of Section 49406 of the Education Code, Sections 3450 and 3451 of the Health & Safety Code, Sections 5163 and 5163.1 of the Public Resources Code, and Burbank Unified School District Board Policy and Administrative Regulations, all drivers transporting pupils are required as a condition of the contract to be examined for active tuberculosis at least once every four years for as long as the employee's test remains negative.

It is understood that by signing this document the Contractor agrees that they are in compliance with this requirement.

Dated: 06-30-2022

Signature: [signature]

Printed Name & Title NETTABAI AHMED, President

Company: LA City CAS, LLC.

ATTACHMENT A- CONTRACTOR CERTIFICATION FORM CERTIFICATION

PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c), that in performing the services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contract shall require their employees, including the employees, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.
Contract shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have criminal charges pending for a felony, as defined in Education Code Section 45122.1

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any an all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document the Contractor agrees that they are in compliance with Education Code Section 45122.1

Dated: 06-30-2022

Signature:

Printed Name & Title NETTASHI AHMED, President

Company: LA city eMS, LLC.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify an agreement for professional services to conduct an Independent Educational Evaluation (IEE) for the Special Education Student 960001331, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $5,500.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Todd Corelli, Ph.D., PC, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960001331, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 2, 2022 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 5th day of July 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Todd Corelli, Ph.D., PC hereinafter referred to as "Consultant."

Payee's Name: Todd Corelli, Ph.D., PC Daytime Phone Number: 608-217-2534

Mailing Address: 599 Happy Hollow Lane Kaysville, UT 84037 Email Address: ericka@toddcorelli.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate not to exceed $5,500 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 06/02/2022 and terminating on: 06/30/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Todd Corelli, Ph.D., PC will provide a Psychological Educational IEE for special education student 960001331.

6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to Todd Corelli, Ph.D., PC the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Todd Corelli, Ph.D., PC from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

Todd Corelli, Ph.D., PC shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Todd Corelli, Ph.D., PC or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Todd Corelli, Ph.D., PC, its agents, subcontractors, employees or other representatives referred to in this Agreement, Todd Corelli, Ph.D., PC shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Todd Corelli, Ph.D., PC fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Todd Corelli, Ph.D., PC demand.

District shall save and hold Todd Corelli, Ph.D., PC, harmless from and against and shall indemnify Todd Corelli, Ph.D., PC for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Todd Corelli, Ph.D., PC is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Todd Corelli, Ph.D., PC may defend the same and any expenses, including reasonable attorney's fees, which Todd Corelli, Ph.D., PC may pay or incur in defending said action and the amount of any judgment which Todd Corelli, Ph.D., PC may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]

Paulette Koss
Print Representative Name

[redacted]

Director of Special Education
Title

[redacted]

Signature

[redacted]

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Todd Corelli, Ph.D., PC
Consultant/Company

Todd Corelli, Ph.D.

[redacted]

Print Representative Name

[redacted]

Title

[redacted]

Signature

[redacted]

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify an agreement for professional services to provide physical therapy to special education students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents whose IEPs require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

Fiscal Impact:

Not to exceed $86,400.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and RK Physical Therapy Services PC, to provide physical therapy to special education students, not to exceed $86,400 (01.0-65000.0-57602-11900-5850-7440000), effective June 1, 2022 through May 25, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 16th day of June 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and RK Physical Therapy Services PC hereinafter referred to as "Consultant."

Payee's Name: RK Physical Therapy Services PC Daytime Phone Number: 408-439-1810

Mailing Address: 19151 Blackthorn Drive Santa Clarita CA 91351

Email Address: rkphysicaltherapy@yahoo.com

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

Board Approval: 07/21/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$86,400**
2. The term of the Agreement shall be the period commencing on: 06/01/2022 and terminating on: 05/25/2023.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which RK Physical Therapy Services PC will provide up to 16 hours per week of physical therapy to special education students at Burbank Unified School District
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.

9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should the Consultant breach this agreement or fail to perform the required services in a satisfactory manner.

10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.

11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

12. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

13. Communicate within twenty-four hours to RK Physical Therapy Services PC the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless RK Physical Therapy Services PC from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

15. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

INDEMNIFICATION

RK Physical Therapy Services PC shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of RK Physical Therapy Services PC or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of RK Physical Therapy Services PC, its agents, subcontractors, employees or other representatives referred to in this Agreement, RK Physical Therapy Services PC shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If RK Physical Therapy Services PC fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by RK Physical Therapy Services PC demand.

District shall save and hold RK Physical Therapy Services PC, harmless from and against and shall indemnify RK Physical Therapy Services PC for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If RK Physical Therapy Services PC is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, RK Physical Therapy Services PC may defend the same and any expenses, including reasonable attorney's fees, which RK Physical Therapy Services PC may pay or incur in defending said action and the amount of any judgment which RK Physical Therapy Services PC may be required to pay shall be promptly reimbursed by District upon demand.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

RK Physical Therapy Services PC
Consultant/Company

Rajvey Kang PT, DPT
Print Representative Name

Title Doctor of Physical Therapy *CEO

Signature

Date 6/15/2022

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

Per the Individual with Disabilities Education Act ("IDEA") students are required to receive related services, as needed to benefit from their educational program. Individual and Parent Counseling are two of these related services. Historically, the district has contracted with non-public agencies to provide these mental health services for its Special Education students. The funding for these services comes from the State and Federal Mental Health budget.

District-wide Goals (2022/2023):

1.5 Continue to implement the Special Education Master Plan.
1.6 Develop new and strengthen existing relationships with community partners to support our students.

Discussion/Issues:

For the 2022/2023 school year, Staff is requesting that the District continue to contract with local mental health service provider and Non-Public Agency, Family Services Agency of Burbank (FSA), to provide these IEP related services to those students who require them per their IEPs. This agency provided the same services during the 2022-2023 school year. As noted in the proposed contract with FSA, the agency would be providing the following services for up to 150 students:

- Individual and/or group counseling as required; to special education students, as specified in their IEPs.
- Parent counseling and education, in support of students' educational and social/emotional needs at school.
- Support and participation at IEP meetings, as needed.
- Communication with District and site based support staff, as needed.

Fiscal Impact:

The fiscal impact of these contracted services would be up to, but not to exceed $330,000. The funding source would be State and Federal Mental Health funds.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and the Family Services Agency of Burbank to provide IEP-based mental health services for qualifying special education students, effective July 1, 2022 through June 30, 2023, not to exceed $330,000 (01.0-651200.0-57500-11800-5810-7440000), and the authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

FAMILY SERVICE AGENCY OF BURBANK

MENTAL HEALTHCARE SERVICE AGREEMENT 2022-23
BURBANK UNIFIED SCHOOL DISTRICT SPECIAL EDUCATION STUDENTS

This agreement made and entered into this first day of July, 2022 between
Burbank Unified School District, hereinafter referred to as "District" and
Family Service Agency of Burbank, hereinafter referred to as "FSA"
for the purpose of providing mental healthcare services to special education students in the
District's Schools as allowed by said program and resources.

The Program Goals and Objectives

The overall goal of this intervention program will be to promote and reinforce skills that will improve students' ability to succeed in school and access the curriculum in the least restrictive environment to allow them to receive educational benefit.

Program Description, Implementation, and Eligibility

"FSA" will provide:

- individual and/or group counseling as required to special education students, as recommended for counseling services by "District" staff, as part of these students' overall educational programs as outlined in the goals and services of their Individual Education Plans (IEP's).
- parent counseling and education for students in the program, as required, in support of each child's educational programs as outlined in the goals and services of their Individual Education Plans (IEP's).
- at the high school and middle school levels, "FSA" will provide quarterly progress updates on goals.
- at the elementary level, "FSA" will provide triannual progress updates on goals.

"FSA" will continue to make IEP attendance a priority, attending all IEP meetings possible.

The "District" will provide:

- "FSA" a current staff roster (school psychologist/case carrier) per campus at the beginning of each contract year.
- "FSA" with an annual IEP Calendar at the beginning of each contract year.
- "FSA" with a quarterly progress and triannual report calendar at the beginning of each contract year.
- reasonable notification (1-week minimum) of newly scheduled IEP meetings and adjustments to the standing calendar will be communicated to "FSA."
- continue to be available to join "FSA's" staff training on the drafting of educationally related social emotional goals for IEP's, when necessary.

The "District" will identify, prior to referral, the appropriate clinical space for "FSA" to provide individual/group student care on campus.

Students will be **eligible** for "FSA's" care upon parent(s) or guardian(s) signing the I.E.P document and "FSA's" release to treat a minor. It is expected that the "District" will provide these students' parents/guardians with "FSA's" release to treat minor form for signature.

Program Location
The services for this program will be exclusively provided on "District" campuses. Under special circumstances an alternative site, which will be mutually agreed to by the "District" and "FSA", may be deemed clinically more appropriate.

Dates of Implementation and Completion
The program, which will coincide with the school calendar, will be implemented on July 1, 2022, and will be completed June 30, 2023.

It is understood by both parties that extended school year (ESY) services during the summer will be determined by resources available. Contract to be renewed annually thereafter.

Staffing
The program will utilize the appropriate level of clinical, educational, and administrative staff necessary to complete the scope of work.

Equipment and Supplies
Equipment and supplies will be coordinated by "FSA" and the "District."

Program Participation
This special education mental health service program will provide intervention services for special education students enrolled on "District" School campuses that have been determined appropriate for services by the "District" and "FSA" staff.

At capacity, there may be up to 150 students served by this program. Those indirectly impacted will be: classmates, teachers, school support staff, community members, family members, and the greater Burbank community.

Students will rotate in and out of the program as dictated by the services stated in their Individual Education Plans (IEP's).

If a student and his/her family believe it is beneficial to maintain services beyond the IEP designated services, a transfer of care can be made available, when deemed appropriate and resources are available, to "FSA's" existing school-based counseling program. The "District" will confirm available resources with "FSA" prior to offering a transfer to "FSA's" school-based counseling program.

While the focus of support will be on the students being served, parent(s) and "District' staff will be engaged, as needed, to reinforce and support services.

Program Documentation and Communication

"FSA" will :

- maintain documentation/logs for services provided. Service reports will be made available for review upon "District" reasonable request.
- provide the "District's" Director of Special Education and Psychological Services with updates on any significant changes or transitions regarding assigned clinical interns or licensed counselors providing counseling services.
- contact the student's case carrier and inform him/her that they intend on closing the student's clinical file when a student /parent who qualifies for IEP based counseling services, or refuses mental health care, or doesn't respond to "calls" on three consecutive occasions. Only an administrative file will be maintained.

The "District' will:

- provide "FSA" with an updated student/school site referral list in the first month of the new agreement (July).
- provide "FSA" therapists with mailboxes at the schools where they provide services. "District" staff may contact therapists, or "FSA's" program Director, regarding student progress or to schedule meeting participation at "FSA."

GENERAL PROVISIONS

Independent "FSA" Status

While engaged in carrying out and complying with the terms and conditions of Agreement, "FSA" is an independent contractor and not an officer, employee, or agent of the "District".

Indemnification

"FSA" shall, at its own expense, cost, defend, hold harmless and indemnify "District" and its officers, agents, and employees from all liabilities and claims for damages for death, sickness or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its services hereunder, resulting from negligence of "FSA", its agents, or employees.

The "District" shall, at its own expense, cost, defend, hold harmless and indemnify "FSA" and its officers, agents, and employees from all liability and claims for death, sickness or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its services hereunder, resulting from negligence of "District" its agents, or employees.

Insurance

During the term of this contract and any extension or modification thereof, "FSA" shall keep in effect the required policy or polices of comprehensive liability insurance for each person. "FSA" shall, at its own cost and expense, procure and maintain insurance under Worker's Compensation Law. All policies will name the "District' as Additional Insured.

Modifications and Amendments
This contract may be modified or amended by a written document executed by "FSA" and "District." Changes in the administration agreements of the contract which do not alter the counseling services may be made at any time during the term of the contract, as mutually agreed by the "FSA" and the "District."

Termination
To terminate this contract, either party shall give no less than one hundred and twenty, (120) calendar day's written notice.

Notices
All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to "District' shall be addressed to the Superintendent, for contracts. Notices to "FSA" shall be addressed to "FSA's" address designated herein. The effective date of notice shall be the date of the postmark.

Payment Provisions
The "District's" commitment to these special education mental health care services shall not exceed $330.000.00 for the 2022-2023 school year.

Payment invoices will be submitted to "District" itemizing services rendered monthly. Such invoices shall be payable upon thirty days of receipt. Payment will not exceed the amount committed ($330.000.00) for the school year, 2022-2023.

Summer session services may be added, as amended by a written document executed by "FSA" and "District."

Inspection and Audit
"FSA" shall provide reasonable access to or forward of any relevant books, documents, papers, reports, records, or other matter relating to the contract upon reasonable request by the "District." "FSA" adheres to all current state confidentiality laws regulating the provision of mental health services.

Audit Exceptions
"FSA" agrees to accept responsibility for receiving, replying to, and/or complying with any related audit exceptions by appropriate state or federal audit agencies occurring as a result of "FSA's" performance of this agreement. Further, "FSA" agrees to pay the "District" within thirty (30) days of demand by "District" the full amount of "District's" liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to "FSA's" failure to perform properly any of its obligations under this contract. Any audit conducted by an appropriate state or federal audit agency shall conform to generally accepted accounting standards and principles.

Confidentiality
"FSA" shall regard all information received during the performance of services pursuant to the agreement as confidential and shall not disclose such information to any person without prior written consent. "FSA"

adheres to all current state confidentiality laws regulating the provision of mental health services.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be as of the day and year first above written.
This agreement is effective July 1, 2022, and terminates June 30, 2023
unless sooner terminates as provided herein.

BURBANK UNIFIED SCHOOL DISTRICT

SIGNATURE: _____ DATE: _____

DR. MATT HILL, SUPERINTENDANT

FAMILY SERVICE AGENCY OF BURBANK

SIGNATURE: Laurie Bleick DATE: 06.30.2022

LAURIE BLEICK, EXECUTIVE DIRECTOR

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval for Reimbursement to Parent for Transportation (Special Education)

Background:

Special Education Student 960004298 currently attends a Non Public School (NPS) in the local area. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Students' Parent has agreed to transport Student to and from school for the 2022-2023 school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

Not to exceed $7,695.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, approve mileage reimbursement to the parents of Special Education Student 960004298 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $7,695 (01.0-65000.0-50010-36000-5813-7440000), effective August 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval for Reimbursement to Parent for Transportation (Special Education)

Background:

Special Education Student 960037003 currently attends a Non Public School (NPS) in the local area. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Students' Parent has agreed to transport Student to and from school for the 2022-2023 school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

Not to exceed $11,250.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, approve mileage reimbursement to the parents of Special Education Student 960037003 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $11,250 (01.0-65000.0-50010-36000-5813-7440000), effective August 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Reimbursement to Parent for Transportation (Special Education)

Background:

Special Education Student 960027933 currently attends a Non Public School (NPS) in the local area. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Students' Parent has agreed to transport Student to and from school for the 2022-2023 school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

Not to exceed $2,700.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 960027933 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $2,700 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Reimbursement to Parent for Transportation (Special Education)

Background:

Special Education Student 960001537 currently attends a Non Public School (NPS) in the local area. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Students' Parent has agreed to transport Student to and from school for the 2022-2023 school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

Not to exceed $2,020.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 960001537 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $2,020 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Reimbursement to Parent for Transportation (Special Education)

Background:

Special Education Student 960038970 currently attends a Non Public School (NPS) in the local area. Per Student's Individualized Educational Plan (IEP), Student is eligible to receive related services of transportation to and from school. Students' Parent has agreed to transport Student to and from school for the 2022-2023 school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent for mileage costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parents.

Fiscal Impact:

Not to exceed $4,300.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, ratify mileage reimbursement to the parents of Special Education Student 960038970 to transport student from home to the Non Public School (NPS), per IEP, not to exceed $4,300 (01.0-65000.0-50010-36000-5813-7440000), effective July 1, 2022 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to provide vision therapy for the Special Education Student 160003888, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

Not to exceed $18,720.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide vision therapy for Special Education Student 160003888, not to exceed $18,720 (01.0-65000.0-57700-11900-5850-7440000), effective June 7, 2021 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 15 2021. Per a settlement agreement, the District agreed to additional sessions; the second amendment added an additional $9,620 increasing the total not to exceed amount to $18,720; this amendment extends the end date from June 30, 2022 through December 31, 2022.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 16th day of August 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Burbank Optometric Center, hereinafter referred to as "Consultant."

Payee's Name: Burbank Optometric Center Daytime Phone Number 818-845-3549 Email Address: bocappointment@gmail.com

Mailing Address: 1032 North Hollywood Way (Address) Burbank, CA (City and State) 91505 (Zip)

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

Board Approval: ~~07/15/2021~~ ~~09/02/2021~~ 07/21/2022

Account Code: 01.0-65000.0-57601-11900-5850-7440000

The assignment ☐ **will or** ☐ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance. Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of ___per hour▪/ per day ☐/ per session ▪ for a total not to exceed $18,720 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 06/07/2021 and terminating on ~~06/30/2022~~ 12/31/2022.
3. Payment Terms: Net 45 Days

   Consultant will provide 1 session per week of vision therapy for Special Education Student 160003888 for a total of 104 sessions. This agreement is an amendment to the previous agreement which was approved by the Board of Education on 07/15/2021. The first 52 sessions are at a rate of $175 per session; the second set of 52 sessions is at a rate of $185 per session
4. Consultant will provide the following services:
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.

Paulette Koss, 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
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Amended Master Contract for Nonpublic, Nonsectarian Agency (Special Education)

Background:

The Special Education Department requests the following Master Contract be amended by the Board of Education. Because the Burbank Unified School District has not contracted with this Nonpublic School/Agency in the past, it was not included on the list of Master Contract Renewals that were approved by the Board on June 16 2022, effective July 1, 2022 through June 30, 2022.

Discussion/Issues:

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

Fiscal Impact:

Costs are included under the blanket order for service agreements for Nonpublic, Nonsectarian Schools and Agencies that was approved by the Board of Education on June 16, 2022.

Agency	Master Contract	Contract Period
STAR of CA LLC dba STAR of CA, ERA Ed,Stepping Stones Group	PS275	08/01/2022 - 06/30/2023

Recommendation:

Paulette Koss, Director, Special Education, recommends that the Board of Education ratify the Master Contract for special education students, to be provided by Casa Pacifica, Nonpublic, Nonsectarian Agency, effective June 1, 2022 through June 30, 2022 (01.0-65000.0-57500- 11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Master Contract for Nonpublic, Nonsectarian Schools and Agencies, effective July 1, 2022 through June 30, 2023, was approved by the Board of Education June 16, 2022.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

Special Education is required to provide transportation to students per their Individual Educational Program (IEP).

Discussion/Issues:

The Special Education Department regularly uses LA City Cab, LLC to transport students. The Special Education Department has a long history of working with this company to provide said services.

Fiscal Impact:

Not to exceed $340,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and LA City Cab, LLC for transportation services for Special Education Students on an as needed basis, effective July 1, 2021, through June 30, 2022, not to exceed $340,000 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was October 7, 2021 effective July 1, 2021 through June 30, 2022, not to exceed $100,000. A second amendment was approved on March 3, 2022 adding $150,000 increasing the total not to exceed $250,000. This amendment adds $90,000 increasing the total not to exceed $340,000.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Amended Reimbursement to Parent for Transportation (Special Education)

Background:

Student 960002704 currently attends a Non Public School (NPS) outside the local area. Per Student's Individualized Educational Plan (IEP), Student's parent(s) is/are eligible to receive related services of travel reimbursement to cover one round trip to visit the student during the 2020/2021 and 2021/2022 regular school years.

Discussion/Issues:

The District is obligated to reimburse Student's Parent(s) for travel related costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parent(s).

Fiscal Impact:

Total not to exceed $4,249.54.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education, amend reimbursement to the parent of Special Education Student 960002704 visit student who attends a Non Public School (NPS), per IEP, not to exceed $4,249.54, effective May 1, 2021 through June 30, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 15 2021. Per a settlement agreement, the District agreed to reimburse parent for travel to visit student at their non-public school for a cost not to exceed $3,000. This amendment increases reimbursement by $1,429.54 for a new total not to exceed $4,249.54.

Burbank Unified School District

Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	July 21, 2022
SUBJECT:	Ratification of 2022-2023 Carl D. Perkins Career and Technical Education Grant Application

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Background:

In May 2022, the District applied to receive funding under the Strengthening Career and Technical Education for the 21st Century Act (Perkins V). This is a federal grant that enables the district to support Career Technical Education Pathways at both the high schools and middle schools. The grant is to support the District's efforts in providing a program that prepares students for real employment in the local region. It requires attention to special populations and their participation and performance in the district program. It also encourages community input from a wide variety of stakeholders. In order to meet this requirement, the District holds two Career Technical Educational Advisory Committee meetings a year.

District Wide Goals for 2022-2023

1. Students will be career/college ready via high-quality instruction
2. 1.3 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes and programs; increase the number of dual enrollment classes with our community college partners, and expand and strengthen career pathways that lead to work and/or continuing education.

Discussion and Issues:

The District's Perkins plan is annually discussed at the Verdugo School-to-Career Coalition to comply with requirements that the plan be reviewed by parents, representatives of special populations, representatives of the Employee Development and Department of Rehabilitation, and individuals involved in the evaluation of career technical programs. This year's application identifies the District's career technical education programs and describes the activities that, following federal guidelines, these funds will be used to support. These include the following:

- Instructional materials to support career technical programs
- Materials and equipment for the development and expansion of these programs
- Modernization of instructional equipment in high school programs
- Elimination of barriers to special populations
- Professional development with an emphasis on career pathways to postsecondary education
- Integration of academic and career technical curriculum

In receiving these funds, the District agrees to annually report on progress toward meeting Perkins Quality Indicators

These new targets are listed below:

Indicator	Baseline	2020	2021	2022	2023
1S1: Four-Year Graduation Rate	88.1%	89.10%	89.10%	91.10%	91.10%
1S2: Extended Graduation Rate	N/A	N/A	N/A	N/A	N/A
2S2: Academic Proficiency in RLA	60.60%	62%	89%	63.4%	63.4%
2S2: Academic Proficiency in Math	33%	34.5%	34.5%	36.5%	36.5%
2S3: Academic Proficiency in Science	27.7%	28.2%	28.2%	31.2%	31.2%
3S1: Post-Program Placement	67.2%	68%	68%	69.4%	69.4%
4S1: Non-Traditional Program Concentration	20.8%	20.8%	20.8%	21%	21%
5S1: Program Quality- Attained Postsecondary Credential	N/A	N/A	N/A	N/A	N/A
5S2: Attained Postsecondary Credits	21.6%	23.9%	23.9%	26.2%	26.2%
5S3: Participated in Work-based Learning	N/A	N/A	N/A	N/A	N/A
5S4: Program Quality- Other	N/A	N/A	N/A	N/A	N/A

The new costs of the application are listed below:

SITE	INDUSTRY SECTOR	CAREER PATHWAY	COST
Across Multiple Sectors	N/A	Indirect Costs	$4,087
Across Multiple Sectors	N/A	CTSO SKILLS USA Stipends, Benefits & clerical	$15,246
Burbank HS	Arts, Media & Entertainment	Design, Visual & Media Arts	$3,916
Burbank HS	Arts, Media & Entertainment	Production and Managerial Arts	$4454
Burbank HS	Business & Finance	Business Management	$216
Burbank HS	Engineering and Architecture	Engineering Design	$1,298
Burbank HS	Health Science and Medical Technology	Patient Care	$1,899
Burbank HS	Hospitality, Tourism & Recreation	Culinary Arts	$2,213
Burroughs HS	Arts, Media & Entertainment	Design, Visual & Media Arts	$5,910
Burroughs HS	Building & Construction Trades	Cabinetry	$3,152
Burroughs HS	Engineering, Architecture & Design	Engineering Design	$2,989
Burroughs HS	Hospitality, Tourism & Recreation	Culinary Arts	$2,178
Burroughs HS	Information & Communication Technologies	Information Support & Services	$2,595
Huerta MS	Engineering & Architecture	Engineering Design	$11,815
Muir MS	Engineering & Architecture	Engineering Design	$6,085
Muir MS	Hospitality, Tourism & Recreation	Culinary Arts	$5,863

Luther MS	Arts, Media & Entertainment	Design, Visual & Media Arts	$3,857
Luther MS	Engineering & Architecture	Engineering Design	$4,026
Luther MS	Hospitality, Tourism & Recreation	Culinary Arts	$4,038
		Total	**$85,837**

Fiscal Impact:

The application was certified by the California Department of Education on June 2, 2022. The Grant Award Notification Letter in the amount of $85,837 will be issued as soon as the application has been processed.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratifies the application for the Carl D. Perkins Career and Technical Education Grant for the 2022-2023 school year, effective June 2, 2022, and that authority to sign the application be exercised pursuant to BUSD- AR 3314, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Independent Learning Academy Master Agreements

Background

The Independent Learning Academy (ILA) provides a rigorous academic program through independent study. In independent study, a student is guided by a teacher but usually does not take classes with other students every day, unless he or she is dually enrolled at the ILA and at a middle or high school. The student works independently and meets with a teacher at least once a week. One of the positives of independent study for high school students is that it provides flexible scheduling and allows students the opportunity to develop as self-directed learners. It also allows them to pursue other interests. While independent study students follow the District-adopted curriculum and meet the District graduation requirements, independent study offers flexibility to meet individual student needs, interests, and learning styles.

2022-2023 District-wide Goal(s):

1. Students will be career/college ready via high-quality instruction.

Discussion/Issues

As part of the requirements for an independent study program, the District is required to develop an independent study agreement approved by the governing board. The ILA has developed the Independent Learning Academy Master Agreement to include all of the elements as required by the California Department of Education, including the following: objectives, manner of reporting, methods of study and evaluation, resources, contract timelines, rules, and courses. For 2021-2022, the contract was been adjusted to be compliant with Assembly Bill 130, which addresses daily live interaction for grades 7/8, and one hour per week of synchronous learning for all students.

Fiscal Implications

None.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreements for the 2022-2023 school year, effective July 22, 2022, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Independent Learning Academy

2022-2023 Master Agreement for Course Based Secondary Students (Grades 7-12)

Student's Name_____ Date of Birth_____

Age_____ Grade _____ Home Phone _____

Home Address _____City _____ZIP _____

Parent/Guardian 1 Name: _____ Work/Cell Number: _____

Parent/Guardian 2 Name: _____ Work/Cell Number: _____

Duration of Agreement (not to exceed one school year): Start Date _____ End Date_____

School of Enrollment: Burbank Unified Independent Learning Academy (ILA)

Weekly Communication Day: _____

Location of Pupil-Parent-Educator Conferences: 1920 Clark Ave.(rooms behind parking lot); 818-729-5950, ext.33907, option 9

Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

Voluntary Statement: The Independent Learning Academy (ILA) is a continuously voluntary, optional program in which no student may be required to participate. A program with regular classroom instruction is available at any time in a BUSD school for students who live within the boundaries of the District; students who live outside the regular school attendance boundaries of BUSD will be referred to their school district of residence for regular classroom instruction. Independent Learning may be provided for a Section 48915 or 48917 students only if an alternative classroom has been offered and is continually available. The duration of this Master Agreement is no more than one year. (Education Code 51747). Parents/guardians may elect to return their student to regular classroom instruction at any time, but are aware that transfer during a semester may cause their student to be behind in credits which may affect promotion/graduation status. Transfer back must occur within 5 school days of parent/guardian request. (AB 130)

Objectives: The objective of the ILA is for students to develop the skills and knowledge necessary to complete each standards-based course taken to fulfill BUSD graduation requirements. ILA is not an alternative curricular program. Specific goals and objectives for each ILA course are consistent with established District guidelines for coursework delivered in a traditional classroom setting, and are listed on the syllabus for each course.

Manner of reporting: Supervising teachers will provide weekly communication with students and parents/guardians in order to address concerns, student progress and enhance student success in the program. 6th,7th and 8th grade students will be offered daily live interaction. Additionally, all students (6-12th grade) will be offered one hour per week of synchronous instruction. (AB 130) Additional time will also be required to meet District/State mandated testing, which is usually administered in a group setting. (Education Code 51749.5)

Methods of Study and Evaluation: Specific student activities for assignments, as well as how students will be evaluated for progress in each course, are detailed in the syllabus and/or assignment work records for each course. All assignments will be monitored and progress evaluated each week by a teacher in the same manner they would be in a traditional classroom setting. (Education Code 51749.5)

Resources and Support: BUSD will provide teacher services, academic support and counseling as needed. Texts, instructional materials, and devices students require for each course will be provided upon request. A list of specific materials is found on each course syllabus. Students will receive the same access to services, resources, rights and privileges as those in a traditional classroom setting. (Education Code 51749.5)

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the ILA program. Students will be allowed 22 school days to complete a semester course from the initial assignment date. However, when special or extenuating circumstances justify additional time, the Superintendent or designee may honor the written request of a student or his/her parent/guardian to extend the maximum length of time to complete the course, not to exceed an additional 20 days. Students are expected to earn a minimum of five (5) credits every 22 school days of enrollment in the program. Students in grade 12 who do not complete a semester course within the 22 school days may be denied the privilege of participating in the graduation ceremony at their school of residence. If a student is in violation of any of the criteria listed above, an appeal process is available. All appeals will be made to a committee composed of the Principal of the school, the student's counselor, and the Director of Secondary Education. <u>All decisions from the appeal committee are final.</u> Any student who misses three (3) consecutive assignments and/or appointments, and/or fails to meet this minimum requirement to complete assignments and earn credits will be evaluated, to determine whether it is his/her best interest to remain in the ILA and may be subject to dismissal from the program and returned to a traditional classroom setting. (Education Code 51749.5)

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program. More serious violations, including but not limited to possession or use of any controlled substance, dangerous objects or weapons, will result in a recommendation for suspension or expulsion from the Burbank Unified School District.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from ILA, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher.

Independent Learning Academy Academic Honesty Guidelines

Students shall not misrepresent examination materials, research materials, classwork, and/or homework assignments as their own, when in fact they are the work of someone else.

Academic Dishonesty includes but is not limited to the following:

1. Turning in any work, or part thereof, that is not the student's own work;
2. Copying another student's or author's work or class assignment;
3. Allowing another student to copy your work or class assignment;
4. Putting your name on someone else's paper/project;
5. Using a "cheat sheet," cell phone, website or any unauthorized piece of writing on a quiz/test;
6. Giving another student help on an individualized quiz/test;
7. Tampering with the teacher's grade records or tests;
8. Stealing and/or selling quizzes/exams* (*This offense will result in an automatic suspension because of the seriousness of the offense.);
9. Using teacher manuals/solution manuals/online websites/internet searches that have the answer key;
10. Using any material from the Internet without proper citation and appropriate credit.

The teacher grading the class is responsible for determining if academic dishonesty has occurred.

First Offense in a Semester:

- Student will receive a "zero" on the assignment;
- Offense will be recorded in the student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences for subsequent offenses;
- Director will be notified.

Second Offense in the same or any other class in a Semester:

- If the class is an A.P. or Honors class, student may be transferred to a regular class;
- Student will receive a zero on the assignment;
- Student's class grade may be dropped by one letter grade at the teacher and/or supervising teacher's discretion;
- Offense will be recorded in student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences of subsequent offenses;
- Director will meet with the student, parent/guardian and supervising teacher.

Third or Subsequent Offense in the same or any other class in a Semester:

- Student will receive a zero on the assignment;
- Student may be drop/failed, with no attendance credit, from the class in which he/she committed the third or subsequent offense;
- Offense will be recorded in student's records;
- Director will meet with student, parent/guardian, and supervising teacher;
- Student's placement at ILA will be reevaluated and he/she may be sent back to their school of residence or an alternative school.

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom. This agreement must be signed by all parties before the beginning date of instruction. For the 2022-2023 school year only, no later than 30 days after the first day of instruction. (AB 130)

Student Email: _____

Parent 1 Email: _____

Parent 2 Email: _____

SIGNATURES DATE

Student: _____ _____

Parent/Guardian 1: _____ _____

Parent/Guardian 2: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: _____ _____

Other:_____ _____

BURBANK UNIFIED SCHOOL DISTRICT
Independent Learning Academy

2022-2023 Master Agreement for Traditional Secondary Students (Grades 6-12)

Student's Name_____ Date of Birth_____
Age_____ Grade _____ Home Phone _____
Home Address _____City _____ZIP _____
Parent/Guardian 1 Name: _____ Work/Cell Number: _____
Parent/Guardian 2 Name: _____ Work/Cell Number: _____
Duration of Agreement (not to exceed one school year): Start Date _____ End Date _____
School of Enrollment: Burbank Unified Independent Learning Academy (ILA)
Weekly Communication Day: _____
Location of Pupil-Parent-Educator Conferences: 1920 Clark Ave. (rooms behind parking lot); 818-729-5950, ext.33907, option 9
Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

Voluntary Statement: The Independent Learning Academy (ILA) is a continuously voluntary, optional program in which no student may be required to participate. A program with regular classroom instruction is available at any time in a BUSD school for students who live within the boundaries of the District; students who live outside the regular school attendance boundaries of BUSD will be referred to their school district of residence for regular classroom instruction. Independent Learning may be provided for a Section 48915 or 48917 students only if an alternative classroom has been offered and is continually available. The duration of this Master Agreement is no more than one year. (Education Code 51747). Parents/guardians may elect to return their student to regular classroom instruction at any time, but are aware that transfer during a semester may cause their student to be behind in credits which may affect promotion/graduation status. Transfer back must occur within 5 school days of parent/guardian request. (AB 130)

Objectives: The objective of the ILA is for students to develop the skills and knowledge necessary to complete each standards-based course taken to fulfill BUSD graduation requirements. ILA is not an alternative curricular program. Specific goals and objectives for each ILA course are consistent with established District guidelines for coursework delivered in a traditional classroom setting, and are listed on the syllabus for each course.

Manner of reporting: Supervising teachers will provide weekly communication with students and parents/guardians in order to address concerns, student progress and enhance student success in the program. 6th, 7th, and 8th grade students will be offered daily live interaction. Additionally, all students (6-12th grade) will be offered at least one hour per week of synchronous instruction. (AB 130) Additional time will also be required to meet District/State mandated testing, which is usually administered in a group setting. (Education Code 51749.5)

Methods of Study and Evaluation: Specific student activities for assignments, as well as how students will be evaluated for progress in each course, are detailed in the syllabus and/or assignment work records for each course. All assignments will be monitored and progress evaluated each week by a teacher in the same manner they would be in a traditional classroom setting. (Education Code 51749.5)

Resources and Support: BUSD will provide teacher services, academic support and counseling as needed. Texts, instructional materials, and devices students require for each course will be provided upon request. A list of specific materials is found on each course syllabus. Students will receive the same access to services, resources, rights and privileges as those in a traditional classroom setting. (Education Code 51749.5)

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the ILA program. Students will participate in all of their scheduled courses throughout the semester and will be allotted the amount of time to finish each course as presented pm the District Instructional Calendar. Students must make academic progress on each course daily and adhere to the student schedule provided upon enrollment. Students who miss more than 3 assignments and/or one synchronous lesson in a 5-day week will be provided tiered re-engagements including parent conferences and other district

protocols. Continues disengagement will result in a re-evaluation of enrollment. Student not making adequate progress, and who continue to be disengaged may be referred back to their home school/

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program. More serious violations, including but not limited to possession or use of any controlled substance, dangerous objects or weapons, will result in a recommendation for suspension or expulsion from the Burbank Unified School District.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from ILA, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher.

Independent Learning Academy Academic Honesty Guidelines

Students shall not misrepresent examination materials, research materials, classwork, and/or homework assignments as their own, when in fact they are the work of someone else.

Academic Dishonesty includes but is not limited to the following:

1. Turning in any work, or part thereof, that is not the student's own work;
2. Copying another student's or author's work or class assignment;
3. Allowing another student to copy your work or class assignment;
4. Putting your name on someone else's paper/project;
5. Using a "cheat sheet," cell phone, website or any unauthorized piece of writing on a quiz/test;
6. Giving another student help on an individualized quiz/test;
7. Tampering with the teacher's grade records or tests;
8. Stealing and/or selling quizzes/exams* (*This offense will result in an automatic suspension because of the seriousness of the offense.);
9. Using teacher manuals/solution manuals/online websites/internet searches that have the answer key;
10. Using any material from the Internet without proper citation and appropriate credit.

The teacher grading the class is responsible for determining if academic dishonesty has occurred.

First Offense in a Semester:

- Student will receive a "zero" on the assignment;
- Offense will be recorded in the student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences for subsequent offenses;
- Director will be notified.

Second Offense in the same or any other class in a Semester:

- If the class is an A.P. or Honors class, student may be transferred to a regular class;
- Student will receive a zero on the assignment;
- Student's class grade may be dropped by one letter grade at the teacher and/or supervising teacher's discretion;
- Offense will be recorded in student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences of subsequent offenses;
- Director will meet with the student, parent/guardian and supervising teacher.

Third or Subsequent Offense in the same or any other class in a Semester:

- Student will receive a zero on the assignment;

- Student may be drop/failed, with no attendance credit, from the class in which he/she committed the third or subsequent offense;
- Offense will be recorded in student's records;
- Director will meet with student, parent/guardian, and supervising teacher;
- Student's placement at ILA will be reevaluated and he/she may be sent back to their school of residence or an alternative school.

Courses to be taken during this contract period:

Subject	**Credits**	**Subject**	**Credits**

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom. This agreement must be signed by all parties before the beginning date of instruction. For the 2021-2022 school year only, no later than 30 days after the first day of instruction. (AB 130)

Student Email: _____

Parent 1 Email: _____

Parent 2 Email: _____

SIGNATURES DATE

Student: _____ _____

Parent/Guardian 1: _____ _____

Parent/Guardian 2: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: _____ _____

Other: _____ _____

BURBANK UNIFIED SCHOOL DISTRICT
Independent Learning Academy

2022-2023 Master Agreement for Traditional Elementary Students (Grades TK-5)

Student's Name_____ Permanent ID #_____

Date of Birth_____ Age_____ Grade _____Home Phone _____

Home Address _____City _____ZIP _____

Parent/Guardian 1 Name _____ Work/Cell Number: _____

Parent/Guardian 2 Name _____ Work/Cell Number: _____

Duration of Agreement (not to exceed one school year): Start Date _____ End Date_____

Parent Email Address _____

School of Residence _____

School of Enrollment: Burbank Unified Independent Learning Academy (ILA)

Weekly Communication Day _____

Location of Pupil-Parent-Educator Conferences: 1920 Clark Ave.(rooms behind parking lot); 818-729-5950, ext.33907, option 9

Supervising Teacher _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

Voluntary Statement: The Independent Learning Academy (ILA) is a continuously voluntary, optional program in which no student may be required to participate. A program with regular classroom instruction is available at any time in a BUSD school for students who live within the boundaries of the District; students who live outside the regular school attendance boundaries of BUSD will be referred to their school district of residence for regular classroom instruction. Independent Learning may be provided for a student only if an alternative classroom has been offered and is continually available. (Section 48915 or 48917) The duration of this Master Agreement is no more than one year. (Education Code 51747) Parents/guardians may elect to return their student to regular classroom instruction at any time. Transfer back must occur within 5 school days of parent/guardian request. (AB 130) All efforts will be made to return the student to their school of residence, but the seat available may be at another Burbank Unified elementary school.

Objectives: ILA is not an alternative curricular program. Specific goals and objectives for each ILA class/course are consistent with established District guidelines for coursework delivered in a traditional classroom setting. Students in Transitional Kindergarten-Grade 5 must attend synchronous (live online) class daily. In addition to live online instruction, there will be daily asynchronous assignments. Students will be monitored for attendance, engagement, and work completion.

If a student misses three synchronous classes, a meeting will be held to review criteria, attendance, and work completion. The school staff will provide re-engagement and strategies for support. All synchronous classes and check-ins will be held virtually, ie., Google Classroom, Google Meets, Zoom, or another online platform. All assignments will be assigned in a virtual classroom, ie., Google classroom. Student cameras must be turned on. Please contact the teacher for other arrangements. The teacher may mute the student if there is interference with the classroom. Adults may not interrupt the instruction of the classroom. Adults should contact the teacher or instructional assistant outside of the classroom preferably by email.

Manner of Reporting: Supervising teachers will provide weekly communication with students and parents/guardians in order to address concerns, student progress, and enhance student success in the program. Grade TK-5 students will be offered daily live interaction. Additionally, all students (Grades TK-5) will be offered daily synchronous instruction. (AB 130) Additional time will also be required to meet District/State mandated testing, which is usually administered in a group setting. (Education Code 51749.5)

Methods of Study and Evaluation: Specific student activities for assignments, as well as how students will be evaluated for progress in each subject will be provided by the teacher. All assignments will be monitored and progress evaluated each week by a teacher in the same manner they would be in a traditional classroom setting. (Education Code 51749.5)

Resources and Support: BUSD will provide teacher services, academic support and counseling as needed. Texts, instructional materials, and devices students require for each course will be provided as needed. Students will receive the same access to services, resources, rights and privileges as those in a traditional classroom setting. (Education Code 51749.5)

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the ILA program. Students will participate in all of their scheduled class meetings throughout the semester. Students must make academic progress daily and adhere to the student schedule provided upon enrollment. Students who miss more than 3 assignments and/or one synchronous (live session) lesson in a

5-day week will be provided tiered re-engagements including parent conferences and other district protocols. Continued disengagement will result in a re-evaluation of enrollment. Students not making adequate progress and who continue to be disengaged may be referred back to in-person instruction.

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from ILA, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher.

Independent Learning Academy Academic Honesty Guidelines for Elementary Program

As members of the Elementary Independent Learning Academy community, students are expected to adhere to a high level of honesty. The school community takes pride in a learning environment that promotes academic honesty. Students should refrain from cheating or copying school work.

Please read this list carefully to be sure you fully understand what is not allowed:

- Copying and pasting materials from any website is not allowed.
- Copying and pasting materials from online media, such as encyclopedias and Wikipedia is not allowed.
- Copying from a textbook or from any printed material, such as books, magazines, encyclopedias, or newspapers, is not allowed.
- Simply changing the words from materials is not allowed.
- Using photographs, videos, or audio without permission or acknowledgment is not allowed. You must include the source in your work.
- Using another student's work and claiming it as your own, even with permission, is not allowed

Subjects to be taken during this contract period:

SUBJECT	ASSIGNMENTS/CONTENT	STANDARDS-BASED GRADES (SCALE OF 1-4) DAILY ASSIGNMENTS	GRADE EARNED
Reading/Language Arts			
English Language Development			
Mathematics			
Social Studies			
Science			
Physical Education			
Music/Art			

Academic and Other Supports: We understand that support will be provided to meet the academic or other needs of this student as noted below.

Need/Concern	Support/Resources Provided	Responsible Person(s)
Academic		
English Language Development		
Exceptional Needs/504 Plan		
Foster/Homeless		
Social-Emotional/Mental Health		
Other		

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom. This agreement must be signed by all parties before the beginning date of instruction..

Student Email: _____

Parent 1 Email: _____

Parent 2 Email: _____

SIGNATURES	DATE
Student: _____	_____
Parent/Guardian 1: _____	_____
Parent/Guardian 2: _____	_____
Supervising Teacher: _____	_____
Superintendent's Designee: _____	_____
Other:_____	_____

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Glenda Diaz Nolasco, Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Approval of Contract with Emerald Cove Outdoor Science Institute for Stevenson Elementary School Outdoor Science School.

Background:

For more than twenty years, Outdoor Science School (OSS) has been an integral component of the educational experience at many Burbank Unified School District elementary schools. With parent chaperones, teachers and classmates, students leave their traditional classrooms for a few days and experience a different type of education; one taught by the likes of rangers, naturists, and ecologists. Typically taking place during the fall and winter months, OSS has become somewhat of a rite of passage for fifth graders. Plans are for the residential camp experience; however, should health conditions change the contract will be canceled. The contract would be rewritten to accommodate a virtual science week.

According to the Emerald Cove Outdoor Science Institute, the OSS curriculum is focused on the study of ecosystems. Students learn about different types of ecosystems, the parts of an ecosystem, how those parts function together, how humans interact with ecosystems, and about science processes and practices. The curriculum is correlated to the California Next Generation Science Standards. At OSS, students can learn through experiencing and observing the natural environments that surround our schools and community.

All of this happens far away from Burbank, in the high elevations of the Angeles National Forest near Big Bear, California.

District Wide Goals for 2021-2022:

1. Students will be career/college ready via high-quality instruction
2. Students will be physically, emotionally, and mentally healthy

Discussion/Issues:

This contract is for Stevenson Elementary School for fifth graders to participate in the outdoor science school offered by Emerald Cove Outdoor Science Institute. Parents of the elementary school fundraised to finance OSS through direct parent donations and fundraising activities from the Stevenson fundraising parent group.

This contract is not to exceed $20,315.00 (Stevenson) and provides three nights of accommodations from February 15, 2023, through February 17, 2023. This cost does not include transportation.

Several principals have commented that due to the American Civil Liberties Union's (ACLU) recent lawsuit regarding fees vs. donations, it has become much more difficult for their sites to fund this program, as it has been challenging for parent groups and principals to make up the loss of funds that sites can raise. The District cannot charge individual students for this educational experience. Hence, the cost of OSS is dependent on parent donations and fundraising.

Fiscal Impact:

No direct fiscal impact.

Recommendation:

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the contract with Emerald Cove Outdoor Science Institute, effective July 22, 2022, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AGREEMENT FOR USE OF EMERALD COVE OUTDOOR SCIENCE INSTITUTE
FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
PUBLIC SCHOOL DISTRICTS
SCHOOL YEAR 2022-2023

This AGREEMENT is entered into this 1st day of July, 2022 (the "Effective Date"), by and between the Emerald Cove Outdoor Science Institute, hereinafter referred to as ECOS, and **Burbank Unified School District**, hereinafter referred to as DISTRICT.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.0 Under the authority of Section 8760, et seq. of the California Education Code, DISTRICT wishes to contract with ECOS to provide a program and classes in Outdoor Science and Environmental Education for students of DISTRICT.

1.1 ECOS shall make available to DISTRICT one (1) or more of its Outdoor Science Institute sites (hereinafter referred to as the "OUTDOOR PROGRAM"), to be determined in the discretion of ECOS based upon the number of DISTRICT students participating in the program.

1.2 DISTRICT agrees to cooperate with ECOS in every reasonable way to enable ECOS as Lessee to carry out its obligations to the Lessor(s) of the OUTDOOR PROGRAM site.

2.0 This AGREEMENT shall be in full force and effect for the period commencing July 1, 2022 and ending June 30, 2023. **This AGREEMENT must be fully executed by the Parties and be on file with ECOS prior to DISTRICT participating in the OUTDOOR PROGRAM.**

3.0 The authority and responsibility with respect to the conduct of the OUTDOOR SCHOOL and its program shall rest with ECOS, acting through its authorized representative, the OUTDOOR PROGRAM Administrator or his/her designee.

4.0 DISTRICT shall leave the OUTDOOR PROGRAM site in the same condition as when DISTRICT arrived, reasonable wear and tear excepted. DISTRICT agrees to bear the expense of repair or replacement of Lessor's or ECOS's property or equipment due to damage and/or unreasonable wear to such property or equipment by DISTRICT'S students and/or staff.

5.0 Hold Harmless/Insurance coverage shall be as follows:

A. To the extent that ECOS and its, officers, agents, and employees (collectively, "ECOS Parties") are responsible, liable or at fault for such Claims, ECOS shall hold harmless, defend, and indemnify DISTRICT, and its Governing Board

officers, agents, employees, and students (collectively, “DISTRICT Parties”), against any and all claims, demands, liability, judgments, awards, fines, liens, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (“Claims”), which arise out of or are in any way connected to the services covered by this AGREEMENT, either directly or indirectly from any act, error, omission, active or passive negligence of ECOS Parties.

B. To the extent the DISTRICT Parties are responsible, liable, or at fault for any such Claims, DISTRICT shall likewise hold harmless, defend, and indemnify the ECOS Parties for all Claims which arise out of or are in any way connected to the services covered by this AGREEMENT, either directly or indirectly from any act, error, omission, active or passive negligence of DISTRICT Parties.

C. In the event of a Claim caused by the concurrent negligent act, error or omission of either party, each party, and/or any third party, a determination of the percentage of fault and or liability will be made by agreement between the parties hereto or by a court of competent jurisdiction, and, to the fullest extent permitted by law, a party’s total liability to the other party and anyone claiming by, through, or under the other party for any Claim caused in part by the act, omission, or negligence of such party and in part by the act, omission, or negligence of any other party, entity, or individual, shall not exceed the percentage share that such party’s responsibility, fault or liability bears to the total responsibility, fault or liability of all parties, entities and individuals determined to be responsible, liable, or at fault.

D. DISTRICT must furnish to ECOS a certificate of insurance evidencing all coverages and additional insured endorsements required **no less than <u>fourteen</u> (14) business days, excluding holidays, prior to DISTRICT'S first day of participation. DISTRICT shall not participate in the OUTDOOR PROGRAM session until ECOS has received a valid certificate of insurance evidencing the insurance coverage required.**

E. DISTRICT’S insurance must be with an insurance company admitted and licensed by the Insurance Commissioner of the State of California or a program of self-insurance approved by ECOS.

F. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify ECOS in writing and provide ECOS with a statement signed by an authorized representative of DISTRICT'S governing board which states that DISTRICT agrees to protect ECOS and its officers, employees, and agents to no less than the protection that would be in place if the insurance requirements in this Section 5.0 were in full effect.

G. DISTRICT agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed operations and personal injury in the amount of not less than One million dollars ($1,000,000) per occurrence or a program of self-insurance approved by ECOS. DISTRICT shall, at its sole cost and expense, take out and/or maintain such insurance policy(ies) or program of self-insurance approved by ECOS prior to participation in the OUTDOOR PROGRAM, and maintain in full force and effect such policy(ies) or program from the first day of participation through the last day of participation in the OUTDOOR PROGRAM.

H. The following two (2) policy endorsements must be included and written as follows:

(a) "The Emerald Cove Outdoor Science Institute and its officers, agents and employees shall be added as an additional insured to the policy."

(b) "Such insurance as is afforded by this policy for the Emerald Cove Outdoor Science Institute and its officers, agents, and employees shall be primary, and any insurance carried by the Emerald Cove Outdoor Science Institute and its officers, agents, and employees shall be excess and non-contributory."

I. Insurance certificate description should read as "**Participation in the Emerald Cove Outdoor Science Institute Program**."

J. It is further agreed that DISTRICT shall provide a thirty (30) day cancellation or reduction of coverage clause.

K. Insurance certificate holder shall be named proper as "Emerald Cove Outdoor Science Institute, P.O. Box 1027, San Clemente, CA 92674, Attn: Contracts Department."

6.0 The authorized DISTRICT representative for each class at the OUTDOOR PROGRAM shall be a certificated employee.

6.1 DISTRICT shall provide a certificated employee to participate in the OUTDOOR PROGRAM for each group of students, and not less than one (1) certificated employee for every 30 students. Additional DISTRICT personnel may be required for special needs students, at the discretion of the OUTDOOR PROGRAM Administrator or his/her designee.

6.2 All DISTRICT personnel accompanying students at the OUTDOOR CAMP session are required to have received 'fingerprint clearance' through the

California Commission on Teacher Credentialing, as required under Education Code Sections 44340 & 44341.

6.3 All DISTRICT certificated employees will remain at the OUTDOOR PROGRAM site throughout the entire period of the program, unless other written arrangements have been made with and approved by the OUTDOOR PROGRAM Administrator or his/her designee.

6.4 All participating DISTRICT certificated employees, in cooperation with the OUTDOOR PROGRAM staff, shall be expected to take an active role in supervising students to assure compliance with OUTDOOR PROGRAM policies and procedures.

6.5 Due to unpredictable weather conditions, high elevations, strenuous activity, slippery and/or steep trails, and limited first aid services, a DISTRICT certificated employee with a special medical need or condition, including but not limited to pregnancy, may be physically at risk at the OUTDOOR PROGRAM. To ensure the health and safety of such participating certificated employees and their students, the following procedures shall be followed by the DISTRICT:

6.5.1 A participating certificated employee with a special need or condition must sign the required “Release For A Teacher With A Special Need/Condition” incorporated by reference herein, and must discuss the OUTDOOR PROGRAM site conditions with his/her physician who must also consent by signature on such release form to said employee's participation in the program. DISTRICT'S Risk Manager must also approve the participation of such employee by signature on such release form.

6.5.2 The “Release For A Teacher with A Special Need/Condition” must be submitted to the ECOS office **six (6) weeks before DISTRICT school's participation**.

6.5.3 ECOS hereby reserves the right to deny the participation of a DISTRICT’S certificated employee with a special need or condition if the OUTDOOR PROGRAM Administrator or his/her designee deems the conditions at the OUTDOOR PROGRAM site unsafe for said employee. ECOS hereby reserves the right to request the DISTRICT provide an alternate certificated employee if the conditions are deemed unsafe for an employee with a special need or condition to participate in the OUTDOOR PROGRAM.

6.6 DISTRICT certificated employees will be required to provide their own bedroll or sleeping bag and towels and to provide all clothing and personal needs items required by the employees.

6.7 At least six (6) weeks prior to each date of attendance, DISTRICT'S school(s) shall complete and fax/email the ECOS “Six Week Checklist,” incorporated by reference herein, which shall state the number of students and how many certificated employees will be participating in the OUTDOOR PROGRAM session, as well as a list of students and/or certificated employees who have special needs or conditions.

7.0 DISTRICT shall require the following for each student participating in the OUTDOOR PROGRAM:

7.1 The parent(s) of each student participating in the OUTDOOR PROGRAM shall be required to complete a “Student Registration”, incorporated by reference herein, which is to be submitted to ECOS by DISTRICT staff upon arrival at the OUTDOOR PROGRAM site.

7.2 Parent(s) of a student requiring prescribed and/or non-prescribed medication(s) shall be required by DISTRICT to complete a "Medication Authorization (Prescription and Non-Prescription)” form, incorporated by reference herein, and return it to the student’s school. This form shall be submitted to the OUTDOOR PROGRAM health services technician prior to the student's arrival at the OUTDOOR PROGRAM site. If a signature from a legal guardian cannot be obtained within twenty-four (24) hours of a student’s arrival at an OUTDOOR PROGRAM site, DISTRICT may be required to transport student home.

7.3 Each student attending the OUTDOOR PROGRAM shall be required by the DISTRICT'S schools to furnish a bedroll or sleeping bag, and all clothing and personal needs items for student as per packing list provided by ECOS in the brochure for parents.

7.4 Each student attending the OUTDOOR PROGRAM shall be required to furnish a health history of his or her health status that is completed and signed by the individual student, or by the parent or guardian if the student is under the age of 18, which is to be submitted to ECOS by DISTRICT staff no less than one (1) week prior to arrival at the OUTDOOR PROGRAM site. This health history shall be kept on-site at the OUTDOOR PROGRAM during the duration of the program session, and shall include:

(a) A description of any health condition requiring medication, treatment, special restriction or consideration while at the OUTDOOR PROGRAM;

(b) A record of immunizations including date of last tetanus shot;

(c) A record of any allergies; and

(d) A statement signed by the DISTRICT student (or parent or legal guardian if the student is under 18), authorizing ECOS to seek emergency medical or dental treatment for such student if deemed necessary by the OUTDOOR PROGRAM Administrator or his/her designee.

8.0 ECOS shall be responsible for:

8.1 Arranging for the facilities, food services, and housekeeping of the OUTDOOR PROGRAM site for students, certificated employees, and staff.

8.2 Providing an Accident Insurance Program. ECOS shall carry an Accident Insurance Policy covering ECOS'S employees and DISTRICT students while they are participating in the OUTDOOR PROGRAM. DISTRICT is hereby advised that ECOS's insurance coverage with respect to students is limited to that specified herein, and coverage scope is limited to events which take place on OUTDOOR PROGRAM site premises.

8.3 Providing for the participation of students with special needs. A student with special needs is defined as one who may, due to emotional or physical condition, require individualized care or medical attention. Examples include, but are not limited to: students with diabetes, students with mobility challenges, students in casts, students who regularly use a nebulizer, students with emotional challenges, and students with severe food allergies.

8.3.1 A "Release For A Student With A Special Need/Condition" form, incorporated by reference herein, shall be completed for each student with special needs and submitted to the OUTDOOR PROGRAM health services technician **six (6) weeks** prior to arrival at the OUTDOOR PROGRAM site.

8.3.2 Due to unique environmental conditions, active learning, and social programs, students with special needs may be required by ECOS to be accompanied by an aide provided by DISTRICT. Due to the challenges of an overnight experience, students who do not require an aide at school

may require an aide at the OUTDOOR PROGRAM. ECOS hereby reserves the right to deny participation of a student with a special need or condition if the OUTDOOR PROGRAM Administrator or his/her designee deems the conditions at the OUTDOOR PROGRAM site to be unsafe for said student or if DISTRICT fails to provide an aide required by ECOS for such a student.

8.4 Furnishing suitable staff to conduct the OUTDOOR PROGRAM curriculum.

8.5 ECOS OUTDOOR PROGRAM will furnish first-aid services to care for minor injuries or illness and provide the services of a licensed vocational nurse or registered nurse while children are present.

8.6 Furnishing a one or more instruction guides, covering coordination with the ECOS OUTDOOR PROGRAM, as well as the curriculum, policies and procedures for the OUTDOOR PROGRAM.

9.0 DISTRICT understands and agrees that ECOS is not responsible for the loss, damage, or theft of personal possessions of DISTRICT employees or students, or DISTRICT'S equipment, materials, or supplies, and DISTRICT Parties will hold harmless for and indemnify ECOS against any such Claim(s).

10.0 DISTRICT agrees to send to the OUTDOOR PROGRAM(s) each week the number of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to ECOS pursuant to Section 10.4, for each student of DISTRICT participating in the OUTDOOR PROGRAM, unless a school is designated in Exhibit "A" as fully or partially funded by a sponsor, in which case the sponsor may pay ECOS directly for such fees of designated school(s), as detailed in Exhibit "A". Details of sponsorship shall be noted on Exhibit "A", up to the number of students listed in Exhibit "A." Students in excess of that number will be added if space and funding are available. All student fees, whether paid by DISTRICT or by the sponsor, shall cover: room, facilities and maintenance services, food and related services, accident insurance, instructional services and materials. As between students, sponsors, and DISTRICT, DISTRICT shall for all purposes be deemed the party ultimately responsible for payment obligations to ECOS for provision of the OUTDOOR PROGRAM services, and the only party ECOS need contact regarding invoicing.

10.1 Each DISTRICT school shall be billed and agrees to pay on the basis of the number of students that actually participate, <u>but in no event less than eighty percent (80%)</u> of the number of students indicated in a purchase order submitted to ECOS by school pursuant to Section 10.3 hereto.

10.2 A DISTRICT school may withdraw from the OUTDOOR PROGRAM without penalty, provided that a replacement school can be located with an enrollment equal to or better than the enrollment of the school requesting to withdraw. In the event ECOS is unable to re-book the canceled dates at a level equal to or greater than that which the DISTRICT school had contracted for, DISTRICT agrees to pay ECOS the difference in tuition between the students indicated on the school's purchase order and the number of students that ECOS is able to re-book and ultimately attend the OUTDOOR PROGRAM session.

10.3 To secure the desired dates, individual schools must submit a purchase order to ECOS, indicating the information requested in the table of section II(b) of Exhibit A (i.e., school name, grade of students, number of students, start date, program length, requested site, and tuition rates per Exhibit "B" hereto). Should a DISTRICT school's enrollment in the OUTDOOR PROGRAM change from the number of students indicated on said purchase order, DISTRICT shall inform ECOS in writing, as soon as possible. A significant increase or decrease in a school's enrollment may result in ECOS's inability to adjust the schedule to accommodate DISTRICT's students at a particular site, on particular dates, or at all.

10.4 The fee schedule indicated on Exhibit "B" represents the maximum per-student tuition charge per week.

10.5 A week of OUTDOOR PROGRAM is defined as a period beginning with lunch following the student's arrival on the first (1st) day of the OUTDOOR PROGRAM week and extending through the last day of the same OUTDOOR PROGRAM week, with departure from the OUTDOOR PROGRAM on or before 11:00 a.m. OUTDOOR PROGRAM sessions are typically for either: 5 days, 4 nights, & 12 meals -or- 4 days, 3 nights, & 9 meals.

10.6 Cost of room (on a shared-occupancy basis) and food for each certificated employee is included in student fees.

10.7 If, in addition to the certificated employee required for every 30 students, the DISTRICT sends additional certificated or non-certificated staff or student teachers, the prevailing per person site rates for room and food shall apply for each additional staff member. Visiting school personnel, parents, and friends will be charged the prevailing rates for all meals and snacks eaten and for overnight accommodations, if available.

10.8 DISTRICT'S students arriving late or departing early from the OUTDOOR

PROGRAM for any reason during a week will be charged the full student fee for that week.

10.9 In the event of any condition, including emergencies and late arrival of school buses, which would prohibit the safe departure of DISTRICT students and/or DISTRICT staff after 12:00 p.m. on the last day of the week, ECOS shall charge DISTRICT for additional costs related to feeding students and/or staff, and the supervision of students until such time of departure.

10.10 DISTRICT shall pay ECOS the actual cost of any miscellaneous items, including but not limited to first-aid supplies, photocopy or duplicating service, phone services, miscellaneous food items, bedding, or any breakage or damage.

10.11 DISTRICT'S payment of all fees, in accordance with the provisions of this AGREEMENT, shall be made to ECOS (i) within thirty (30) days of the last day of an OUTDOOR PROGRAM session for which a DISTRICT school had students in attendance; or (ii) in the event no students were in attendance for any reason, within thirty days of the date of invoice sent by ECOS. Overdue payments shall bear interest at the lesser rate of 18% per annum (1.5% per month) or the maximum rate permitted by law. If payment of invoices is not current, ECOS may, at its option, suspend performance of services hereunder.

11.0 Responsibility for transportation to and from the OUTDOOR PROGRAM shall be as follows:

11.1 Transportation of DISTRICT students, certificated employees, other DISTRICT staff members, and luggage to and from the OUTDOOR PROGRAM, and the provision of applicable insurance coverage therefor, is the responsibility of DISTRICT, and is not included in the OUTDOOR PROGRAM fee stated in Section 10.4.

11.2 It is the DISTRICT'S responsibility to arrange for transportation of a student in a timely manner if the student needs to be picked up due to behavior problems, illness, or as otherwise deemed necessary in the sole discretion of the OUTDOOR PROGRAM Administrator or his/her designee. DISTRICT shall retain full responsibility for its students and the conduct of its students from time of departure from home school to time of return to home school.

11.3 **It is the DISTRICT'S responsibility for providing and arranging buses equipped with snow chains in the event that the Highway Patrol has**

posted snow chain requirements on roadways to or from the OUTDOOR PROGRAM site. Information regarding snow chain requirements is available on the Caltrans website at http://www.dot.ca.gov/cgi-bin/roads.cgi.

12.0 DISTRICT hereby grants approval to ECOS to allow additional schools or students to participate in the OUTDOOR PROGRAM during the term of this AGREEMENT, on a space-available basis. If DISTRICT wishes to add (a) school(s) to this AGREEMENT, ECOS shall generate an addendum to Exhibit "A" of this AGREEMENT indicating the name(s) of the school(s), the number of students for each school, the fees, and the date(s) of participation. For the request for additional schools to become effective, a new purchase order will be generated by the school(s) to be added and submitted to ECOS.

13.0 ECOS reserves the right to change or cancel DISTRICT'S location and/or date of participation in the OUTDOOR PROGRAM under the following conditions: (i) change in number of students enrolled for an OUTDOOR PROGRAM session; (ii) repair of grounds or facilities; (iii) threat of fire, flood, storm or other natural or man-made disturbance; (iv) lack of sufficient ECOS staff; or (v) other condition(s) which could, in the sole discretion of the ECOS Administrator or his/her designee, make the operation of the OUTDOOR PROGRAM imprudent, unsafe or unhealthy. ECOS will make every effort to provide reasonable advance written notice to DISTRICT, when possible, of such changes or cancellations in the OUTDOOR PROGRAM schedule.

14.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT school's participation in an OUTDOOR PROGRAM session due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, ECOS shall follow the procedures outlined below:

14.1 ECOS shall communicate with the appropriate governmental agency(ies) having jurisdiction over the particular site (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, and/or the San Bernardino County Health and Safety Department) to ascertain the accessibility and safe operation of the OUTDOOR PROGRAM site in question.

14.2 Based upon the recommendations made by the agency(ies) referenced in Section 14.1, the OUTDOOR PROGRAM Administrator and DISTRICT'S Superintendent, or their designees, shall mutually agree on a course of action regarding the health and safety of students and staff at the site in question.

14.2.1 If the site in question is deemed inaccessible and/or considered to be unsafe for student use and instruction by both ECOS and DISTRICT, students and staff will be

evacuated or participation will be postponed or cancelled. ECOS will pro-rate the DISTRICT'S fees and will attempt to reschedule DISTRICT school(s) at another date and/or location. If the inaccessible and/or unsafe condition prohibits participation on the first (1st) day of the OUTDOOR PROGRAM session, no fees shall be charged to DISTRICT by ECOS until the site is safe, accessible and open. For avoidance of doubt, the phrase "unsafe condition" includes reasonable health concerns such as those posed by a pandemic, and the Parties will endeavor to follow county, state, and federals guidelines with respect to such matters.

14.2.2 In the event of severe weather such as rain, snow, flood or other acts of nature, ECOS, in cooperation with the agency(ies) referenced in Section 14.1, shall make a good-faith effort to determine the safety conditions of roads and sites throughout the week of participation. Final determination as to safe use of roads and site by students and staff will be made by ECOS as soon as possible on the first (1st) day of OUTDOOR PROGRAM participation, and at any time throughout the week of participation. If the roads and site are determined by ECOS to be safe and accessible, but DISTRICT does not elect to participate as scheduled, all provisions of this AGREEMENT including the full payment of applicable fees shall apply.

14.2.3 It shall be the responsibility of DISTRICT to update students, students' parents and DISTRICT personnel of such decisions and procedures, as well as any changes to the dates or locations of the OUTDOOR PROGRAM.

15.0 ECOS and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex of such persons.

16.0 ECOS and DISTRICT agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

17.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third

day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA, 91506-2460
Attn: Peter J. Knapik, Ed.D.

ECOS: Emerald Cove Outdoor Science Institute
P.O. Box 1027
San Clemente, CA 92674
Attn: Stephen Kuljis

18.0 TOBACCO ON OUTDOOR PROGRAM SITE PROPERTY. ECOS intends to provide a tobacco-free environment for its OUTDOOR PROGRAM participants. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by ECOS during an OUTDOOR PROGRAM session. Failure to comply with conditions of this policy may result in the termination of this AGREEMENT by ECOS.

19.0 DRUG AND ALCOHOL ON OUTDOOR PROGRAM SITE PROPERTY. ECOS intends to provide a drug and alcohol-free environment for its OUTDOOR PROGRAM participants. Consuming, possessing, selling, giving, or distributing any alcoholic beverage or product is prohibited in buildings and vehicles, and on any property owned, leased or contracted for by ECOS during an OUTDOOR PROGRAM session. Failure to abide with these conditions may result in the termination of this AGREEMENT by ECOS.

20.0 If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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21.0 This AGREEMENT contains the entire agreement between ECOS and DISTRICT regarding the Services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both ECOS and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: BURBANK UNIFIED SCHOOL DISTRICT	EMERALD COVE OUTDOOR SCIENCE INSTITUTE
BY: _____	BY: _____
Authorized Signature	Authorized Signature
PRINT NAME: _____	PRINT NAME: Stephen Kuljis
TITLE: _____	TITLE: Director
DATE: _____	DATE: 06/15/2022

AGREEMENT FOR USE OF EMERALD COVE OUTDOOR SCIENCE INSTITUTE
FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
PUBLIC SCHOOL DISTRICTS
SCHOOL YEAR 2022-2023

Exhibit A
Statement of Work

I. Generally

a. Agreement. This Statement of Work is appended to that certain agreement dated effective July 1, 2022 entered into by and between the Emerald Cove Outdoor Science Institute and **Burbank Unified School District** (the "Agreement"). Capitalized terms used but not defined in this Statement of Work shall have the meanings given them in the Agreement.

II. Scope of Work / Services

a. Services. In exchange for the compensation contemplated under this Agreement, ECOS will provide the DISTRICT with the facilities, supplies, equipment, deliverables and services associated with the ECOS OUTDOOR PROGRAM, as more particularly described in Section 8.0 of the Agreement (collectively, the "Services").

b. Delivery Dates / Locations. The foregoing Services will be performed or delivered at the following locations pursuant to the following schedule:

School	Grade	Number of Students	Start Date	Number of Days	Site	Tuition[1]	Total Tuition
Robert Louis Stevenson Elementary	5	85	02/15/2023	3	Cedar	$239.00	$20,315.00
Ralph Waldo Emerson Elementary	5	95	02/27/2023	3	Cedar	$239.00	$22,705.00

1. Total number of students: 180
2. Tuition per student: $239.00
3. Total anticipated fees: $43,020.00

c. Sponsor Information.[2]

1. Name of Sponsor (if any):
2. Number of students sponsored:

[1] Subject to change from school year to school year
[2] Pursuant to Section 10.0 of the Agreement, sponsors may pay tuition fees for sponsored students, but DISTRICT shall be ultimately responsible for payment obligations to ECOS for provision of the Services, and the only party ECOS need contact regarding invoicing.

III. Compensation

a. In exchange for the Services and deliverables described above, DISTRICT agrees to pay ECOS pursuant to Section 10.0 of the Agreement, as follows:

1) The total tuition listed in item II(b)(3) of this Exhibit A, subject to any adjustment pursuant to the terms of the Agreement, will be due and payable (i) within thirty (30) days of the last day of an OUTDOOR PROGRAM session for which a DISTRICT school had students in attendance; or (ii) in the event no students were in attendance for any reason, within thirty (30) days of the date of invoice sent by ECOS.

2) Late payment: All payments not received within the time frame specified above shall bear interest at the lesser rate of 18% per annum (1.5% per month) or the maximum rate permitted by law. Payments will thereafter be applied first to accrued interest and then to the principal unpaid balance. If payment of invoices is not current, ECOS may, at its option, suspend performance of Services.

b. Other

1. Additional Enrollment. Should DISTRICT wish to add (a) school(s) to this AGREEMENT, ECOS shall generate an addendum to this Exhibit "A", indicating the name(s) of the school(s), the number of students for each school, the fees, and the date(s) of participation. For the request for additional schools to become effective, a new purchase order will be generated by the school(s) to be added and submitted to ECOS.

2. Cancellations and/or modifications to the number of students indicated in a purchase order are subject to the terms and conditions of the Agreement, including, without limitation, Sections 10.0 and 14.0 thereof.

4. All fees quoted are in US Dollars.

3. District will remit payments to ECOS at the following address: P.O. Box 1027, San Clemente, CA 92674

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: BURBANK UNIFIED SCHOOL DISTRICT	EMERALD COVE OUTDOOR SCIENCE INSTITUTE
BY: _____	BY: Stephen A. Kuljis
Authorized Signature	Authorized Signature
PRINT NAME: _____	PRINT NAME: Stephen Kuljis
TITLE: _____	TITLE: Director
DATE: _____	DATE: 06/15/2022

EMERALD COVE OUTDOOR SCIENCE INSTITUTE

Exhibit B
STANDARD FEES[3]
PUBLIC SCHOOL DISTRICTS
SCHOOL YEAR 2022-2023

5 DAY PROGRAM	5 Days, 4 Nights
Full Program (4 Nights)	$454.00/Student
Partial (Stay- 3 Nights)	$363.20/Student
Partial (Stay- 2 Nights)	$272.40/Student
Partial (Stay- 1 Night)	$181.60/Student

4 DAY PROGRAM	4 Days, 3 Nights
Full Program (3 Nights)	$408.00/Student
Partial (Stay- 2 Nights)	$285.60/Student
Partial (Stay- 1 Night)	$163.20/Student

3 DAY PROGRAM	3 Days, 2 Nights
Full Program (2 Nights)	$239.00/Student
Partial (Stay- 1 Night)	$119.50/Student

ALL OF THE ABOVE FEES INCLUDE FOOD AND LODGING

EXTRA CHARGES- Additional Teachers or Administrators who visit for the day/overnight.

Overnight Stay	$50.00/Adult
Breakfast	$6.00/Meal
Lunch	$7.00/Meal
Dinner	$10.00/Meal

-Full Payment for each program due and payable (i) within thirty (30) days of the last day of an OUTDOOR PROGRAM session for which a DISTRICT school had students in attendance; or (ii) in the event no students were in attendance for any reason, within thirty (30) days of the date of invoice sent by ECOS.

School Name	Dates Attending	Payment Due Date
Robert Louis Stevenson Elementary	February 15-17, 2023	March 17, 2023
Ralph Waldo Emerson Elementary	February 27-March 1, 2023	April 3, 2023

[3] All fees are subject to change from school year to school year.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: John M. Paramo, Assistant Superintendent, Educational Services

PREPARED BY: John M. Paramo, Assistant Superintendent, Educational Services

SUBMITTED BY: Laura Erisman, Administrative Assistant

DATE: July 21, 2022

SUBJECT: Ratification of Agreement with Family Service Agency of Burbank to Provide School-Based Counseling Services

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Background:

The Family Service Agency of Burbank (FSA) provides counseling services to members of the Burbank community. FSA has also been providing group and individual counseling services to students at all elementary and secondary schools in Burbank. Most of these programs have been supported by funding from the City of Burbank and FSA, and school staff has reported very positive results. FSA began to expand counseling services to include elementary schools in 2007 starting with Providencia Elementary. For the past several years, FSA has been providing these services to all elementary, secondary schools, and on alternative campuses.

During the 2015/2016 school year, Family Service Agency of Burbank (FSA) opened an on-site Wellness center at Burbank High School (BHS). An additional on-site Wellness Center was opened at John Burroughs High School (JBHS) in the spring of 2017. These wellness Centers were opened because of an identified need to offer students a tranquil and supportive respite to collect their thoughts and share their feelings in an environment staffed with therapists from FSA. Since opening, the programs at both schools have served hundreds of students and have become a valuable resource for the District. After the 2017-2019 school year, the name, “Wellness Center” at each comprehensive high school was changed to “Student Care Center”.

District Wide Goals for 2022-2023:

2.0 Students and Staff will be physically, emotionally and mentally healthy.

Discussion and Issues:
The Burbank City Council recommended that the City of Burbank continue to fund the counseling services provided by FSA needed at all schools in the Burbank Unified School District for the 2021-2022 school year. The City of Burbank has agreed to provide $245,000 for this program. Additional funding will be provided by Family Service Agency to support these services, as well as $30,000 from the District LCAP Supplemental funds.

FSA staff will meet with students during the school day as resources allow. Students will receive group counseling and/or individual counseling referrals to be made by a school counselor, psychologist, teacher,

assistant principal, principal or parent. Students will be eligible for counseling services when their parents or guardians have signed Informed Consent and Release of Information forms. The overall goal will be to promote skills that build resiliency and improve the student's ability to succeed.

Fiscal Impact:

The contract period will be effective July 1, 2022 through June 30, 2023. The District will contribute $30,000 of LCAP supplemental Funds to support these counseling services provided by FSA.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education ratify the agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to continue to provide individual and group counseling to elementary and secondary school pupils, as required, effective July 1, 2022 through June 30, 2023, not to exceed $30,000 (010-01500.0-71500-31100-5810-7422000) LCAP supplemental funds, and that the authority to sign the agreement be exercised pursuant to BUSD -AR 3314, as presented.

FAMILY SERVICE AGENCY OF BURBANK

ELEMENTARY, MIDDLE & HIGH SCHOOL AGREEMENT 2022-23
The Youth (School-based) Mental Health CARE Program

This agreement made and entered into this first day of July 2022 between Burbank Unified School District, hereinafter referred to as District, and Family Service Agency of Burbank, herein after referred to as FSA for the purpose of providing mental health services to all District Schools as allowed by program and resources.

Program Description

The Youth Mental Health CARE Program's mission on District campuses, and; by extension, in the Burbank community, is to protect our youth from adversity, promote socio-emotional learning and psychological well-being, and ensure access **for all** our youth to quality community-focus, community-based mental health care proven critical for their overall healthy development and well-being.

In 2001, a partnership was formed between the District, The City of Burbank, and FSA. It has grown to provide individual and/or group counseling to students on:

- 11 Elementary
- 3 Middle
- 2 High
- 2 Alternative +1

school campuses, and to students enrolled in the District's Independent Learning Academy.

Individual/group sessions focus on depression, anxiety, self-harm, isolation and alienation, substance abuse, all forms of violence, family communication and relationships, and emotional regulation.

Accessing Program Services

Students referrals are to be made by a school principal, vice principal, school psychologist, or school counselor. When the District has submitted a completed student's referral packet an FSA Director will be assigned to complete the student/parent intake and assessment. Upon completion, an FSA therapist will be matched to the student/scheduled for weekly care/treatment.

Costs and AdditionalResources

Available resources ultimately determine the Youth Mental Health CARE Program's capacity for care/enrollment.

FSA will continue to fundraise throughout the year in order to sustain current program service levels despite recent

years' unprecedented number of requests for care and the increased severity of requests.

FSA has also been awarded significant monies for the 2020-23 school years by the City of Burbank for program services.

Program Impact

The program will deliver a minimum of 5000 clinical hours of CARE to a minimum of 500 elementary, middle, and/or high school youth – those indirectly impacted; classmates, teachers, school community, family, neighborhoods, and the greater Burbank community are immeasurable, yet significant.

Students will rotate in and out of the program. While the focus of treatment will be on the youth, the parent(s) will be involved as needed to reinforce and support treatment.

Program Location

Services will be provided on District campuses. Under special clinical circumstances an alternative site, which will be mutually agreed to by the District and FSA, may be deemed more appropriate.

The "District" will coordinate with FSA appropriate space for the program's individual and/or group CARE.

Dates of Implementation and Completion

The program, which will coincide with the school calendar, will be implemented July 1, 2022, and will be completed by June 30, 2023.

Staffing

The program will utilize the appropriate level of clinical, educational, and administrative staff necessary to complete the scope of work.

Equipment and Supplies

All program equipment and supplies will be supplied by FSA.

GENERAL PROVISIONS

Modifications and .Amendments

This agreement may be modified or amended by a written document executed by FSA and District. Changes in the administration agreements of the contract which do not alter the counseling services may be made at any time during the term of the contract, as mutually agreed by the FSA and the District.

Independent FSA Status

While engaged in carrying out and complying with the terms and conditions of Agreement, FSA is an independent contractor and not an officer, employee, or agent of the District.

Termination

To terminate the contract either party shall give one-hundred and twenty, (120) calendar day's written notice.

Inspection and Audit

FSA shall provide reasonable access to or forward of any relevant books, documents, papers, reports, records, or other matter relating to the contract upon reasonable request by the District. FSA adheres to all current state confidentiality laws regulating the provision of mental health service.

Confidentiality

FSA shall regard all information received during the performance of services pursuant to the agreement as confidential and shall not disclose such information to any person without prior written consent. FSA adheres to all current state confidentiality laws regulating the provision of mental health services.

Indemnification

FSA shall, at its own expense, cost, defend, hold harmless and indemnify District and its officers, agents, and employees from all liabilities and claims for damages for death, sickness or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its services hereunder, resulting from negligence of FSA, its agents, or employees.

The District shall, at its own expense, cost, defend, hold harmless and indemnify FSA and its officers, agents, and employees from all liability and claims for death, sickness or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its services hereunder, resulting from negligence of District, its agents, or employees.

Insurance

During the term of this contract and any extension or modification thereof, "FSA" shall keep in effect the required policy or polices of comprehensive liability insurance for each person. "FSA" shall, at its own cost and expense, procure and maintain insurance under Worker's Compensation Law. All policies will name the "District' as Additional Insured.

Notices

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to District shall be addressed to the Superintendent, for contracts. Notices to FSA shall be addressed to FSA's address designated herein. The effective date of notice shall be the date of the postmark.

Payment Provisions

Payment invoices will be submitted to District monthly. Such invoices shall be payable upon thirty days of receipt. Payment will not exceed the amount committee 30,000.00 for the contract year 2022-23.

Audit Exceptions

FSA agrees to accept responsibility for receiving, replying to, and/or complying with any related audit exceptions by appropriate state or federal audit agencies occurring as a result of FSA's performance of this contract. FSA also agrees to pay the District within thirty {30) days of demand by District the full amount of District's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to the FSA's failure to perform properly any of its obligations under this contract. The audit conducted by any appropriate state or federal audit agency shall conform to generally accepted accounting standards and principles.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be as of the day and year first above written.

This contract is effective July 1, 2022, and terminates at 12:00 p.m. on June 30, 2023, unless sooner terminated as provided herein.

BURBANK UNIFIED SCHOOL DISTRICT

SIGNATURE: _____ DATE _____
DR. Matt Hill, Superintendent

FAMILY SERVICE AGENCY OF BURBANK

SIGNATURE: Laurie Bleick **DATE** July.01.2022
Laurie Bleick, Executive Director

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	John M. Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John M. Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	July 21,2022
SUBJECT:	Ratification of Agreement with Family Service Agency of Burbank to Provide High School Student Care Centers

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Background:

During the 2015/2016 school year, Family Service Agency of Burbank (FSA) opened an on-site Wellness center at Burbank High School (BHS). An additional on-site Wellness Center was opened at John Burroughs High School (JBHS) in the spring of 2017. These wellness Centers were opened because of an identified need to offer students a tranquil and supportive respite to collect their thoughts and share their feelings in an environment staffed with therapists from FSA. Since opening, the programs at both schools have served hundreds of students and have become a valuable resource for the District. After the 2017-2019 school year, the name, "Wellness Center" at each comprehensive high school was changed to "Student Care Center".

District Wide Goals for 2022-2023:

2.0 Students and Staff will be physically, emotionally and mentally healthy.

Discussion and Issues:

It is the District's intention to fund the administrative and counseling costs on an annual basis for the Student Care Centers at John Burroughs High School and Burbank High School. To fund the level support necessary to operate these programs, including on-site therapists a well as agency administrative support it is estimated that the total costs will be approximately $100,000 per year.

For the 2022-2023 school year, the District's proposed fiscal support for this program is Federal Title IV funds and MediCal Administrative Activities (MAA) funds.

The following table represents only the distribution of BUSD's funds for the provision of Student Care Centers (formerly called Wellness Centers) program services at both Burbank High School and John Burroughs High School for the 2022-2023 school year

Position/Title	# of Personnel	Full Time (F/T) Or Part Time (P/T)	Time Allocation	Cost
Center Director (G.G.)	1	P/T	10%	$8,000
Center Coordinator/Lead Counselor (T.F.)	1	F/T	100%	$57,000
Clinical Supervisor (G.H.)	1	P/T	25%	$14,500
*Counselor Expense	3 x 30 hrs./week	F/T Equivalent		$10,000
Administrative/Development/Support Services		P/T		$10,500
Total BUSD Expense				**$100,000**

**includes training and program expenses*

Fiscal Impact:

The contract period will be effective July 1, 2022 through June 30, 2023. The District will provide $100,000 for counseling and administrative services at the JBHS and BHS Student Care Centers.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education ratify the agreement between the Burbank Unified School District and the Family Service Agency of Burbank, to continue to provide counseling and administrative services at the JBHS and BHS student Care centers, effective July 1, 2022 through June 30, 2023, not to exceed $100,000, (010-41270.0-00000-31100-5850-7719000) Federal Title IV funds, and that the authority to sign the agreement be exercised pursuant to BUSD -AR 3314, as presented.

FAMILY SERVICE AGENCY OF BURBANK

BURBANK & JOHN BURROUGHS - AGREEMENT 2022-23
STUDENT CARE CENTERS

This agreement made and entered into this first day of July 2022, between Burbank Unified School District, hereinafter referred to as "District," and Family Service Agency of Burbank, hereinafter referred to as "FSA," for the purpose of providing program development, management, and care for both schools Student CARE Centers hereinafter referred to as "The Centers" at Burbank High School and John Burroughs High School, hereinafter referred to as BHS and JBHS, respectively.

PROGRAM DESCRIPTION

"The Centers" facilitate the growth and development of students with respect for the individual, cultural, and spiritual differences of all.

The Mission of "The Centers" on campus is to provide all students a confidential therapeutic environment where they can decompress, receive situational counseling/support, psycho-educational interventions and, when beneficial, links to mental health care.

"The Center" staff will be available to students on campuses daily 10-4 Monday thru Friday, before and after school hours, weekends, and during vacations byway of "The CENTER'S" designated cell phone, and/or by directly contacting "FSA." A clinical emergency occurring afterhours is best directed to local medical professionals or the Burbank Police Department.

The "District" will support opportunities to best inform parents and "District" staff of "The Centers" presence and mission on campus.

CENTER SERVICES

- Crisis intervention.
- Brief situational support/counseling through a model that focuses on strengths to formulate solutions to the challenges of high school life and beyond.
- Early psycho-intervention/prevention in situations that could lead to a negative personal outcome.
- Life skills educational support to enhance performance and personal effectiveness.
- Student-referred link to no-cost individual/group therapy offered by FSA's on-campus Youth Mental Health CARE Program.
- Parent consultation.

Future Center Service goals include, as resources allow:

- to provide faculty, staff, and parents with informative presentations on mental health issues related to student needs/concerns.
- to provide consultative support to faculty, staff, administrators, and campus offices.
- to train and support a Peer Educators/Counselors Program to provide peer support and campus programs that foster "safe and healthy choices."
- to implement and expand a range of programs, for students, staff and parents, which will be directed toward adolescent health and wellbeing.

CENTER PARTICIPATION

"The Centers" welcome all JBHS and BHS students.

In order to preserve the safety and well-being of students and "The Centers" mission, "FSA" reserves the right to exclude those students who consistently fail to demonstrate the ability or willingness to adhere to The Centers' policies and procedures.

The "District" will inform parents of "The Center's" existence and mission on both High School campuses.
The "District" and site representatives will schedule, as needed, meetings with "FSA."

PROGRAM LOCATIONS

"The Centers" are located on Burbank and John Burroughs High School campuses. The "District" will provide for the daily maintenance of the space. "FSA" will continue to improve the space as needed to support current and future work.

DATES OF IMPLEMENTATION AND COMPLETION

"The Center's" on-site schedules will coincide with the school calendar. This contract may be renewed annually.

STAFFING

The program will utilize the appropriate level of clinical, educational, and administrative staff necessary to complete the scope of work.

EQUIPMENT AND SUPPLIES

Equipment and supplies will be supplied by "FSA."

GENERAL PROVISIONS

INDEPENDENT "FSA" STATUS

While engaged in carrying out and complying with the terms and conditions of Agreement, "FSA" is an independent contractor and not an officer, employee, or agent of the "District."

TERMINATION

To terminate the contract either party shall give one hundred and twenty, (120) calendar day's written notice.

INDEPENDENT FSA STATUS

While engaged in carrying out and complying with the terms and conditions of Agreement, "FSA" is an independent contractor and not an officer, employee, or agent of the "District."

INSPECTION AND AUDIT

"FSA" shall provide reasonable access to or forward of any relevant books, documents, papers, reports, records, or other matter relating to the contract upon reasonable request by the "District." "FSA" adheres to all current state confidentiality laws regulating the provision of mental health services.

MODIFICATIONS AND AMENDMENTS

This contract may be modified or amended by a written document executed by "FSA" and the "District." Changes in the administration agreements of the contract which do not alter the counseling services may be made at any time during the term of the contract, as mutually agreed by the "FSA" and the "District."

INDEMNIFICATION

"FSA" shall, at its own expense, cost, defend, hold harmless and indemnify the "District" and its officers, agents, and employees from all liabilities and claims for damages for death, sickness or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its services hereunder, resulting from negligence of "FSA," its agents, or employees.

The "District" shall, at its own expense, cost, defend, hold harmless and indemnify "FSA" and its officers, agents, and employees from all liability and claims for death, sickness or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its services hereunder, resulting from negligence of "District," its agents, or employees.

INSURANCE

During the term of this contract and any extension or modification thereof, "FSA" shall keep in effect the required policy or polices of comprehensive liability insurance for each person. "FSA" shall, at its own

cost and expense, procure and maintain insurance under Worker's Compensation Law. All policies will name the "District' as Additional Insured.

NOTICES

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the "District" shall be addressed to the Superintendent, for contracts. Notices to "FSA" shall be addressed to "FSA's" address designated herein. The effective date of notice shall be the date of the postmark.

PAYMENT PROVISIONS

The "District" will pay "FSA" the amount of $ 100,000.00 for the fiscal year 2022/2023 (July 1, 2022 – June 30, 2023) for the staffing and operations of the Student CARE Centers at JBHS and BHS. At the end of the contract year "FSA" will work with "District" staff to provide an annual report.

CONFIDENTIALITY OF INFORMATION

"FSA" shall regard all information received during the performance of services pursuant to the agreement as confidential and shall not disclose such information to any person without prior written consent. "FSA" adheres to all current state confidentiality laws regulating the provision of mental health services.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be as of the day and year first above written. This contract is effective July 1, 2022 and terminates June 30, 2023 unless sooner terminated as provided herein.

BURBANK UNIFIED SCHOOL DISTRICT

SIGNATURE_____ **Date:**_____
DR. Matt Hill, Superintendent

FAMILY SERVICE AGENCY OF BURBANK

SIGNATURE Laurie Bleick **Date:** July.01.2022
Laurie Bleick, Executive Director

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Approval of Additive Change No.1, So-Cal Stormwater Runoff Solution Services Inc., SWPPP Inspections, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney" Project), including related site improvements at the Walt Disney Elementary School site.

The purpose of the Stormwater Pollution Prevention Plan (SWPPP) is to develop a strategy for construction projects to comply with Federal and State stormwater regulations. These regulations are put in place to minimize sediment and other pollutants in stormwater runoff commonly associated with construction activities. To comply with SWPPP and State regulations, So-Cal Stormwater Runoff Solution Services Inc., will monitor our compliance as required during the construction period of this project by providing weekly inspections and submit an annual stormwater report for the district during the duration of the Disney project.

District-Wide Goals for 2021-2022:

4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
So-Cal Stormwater Runoff Solutions Services Inc. submitted proposal 29756-R, that will provide weekly visual inspections (QSP Inspection) that consists of erosion control and site monitoring that includes quarterly non-stormwater discharge inspections per CGP/for duration of project. Along with the weekly inspections, they will also perform QSP visual inspections pre/during/post

rain events which they will prepare REAP and also do stormwater discharge sampling and analysis per CGP/for duration of project. Lastly, So-Cal Stormwater will be responsible for submitting a Stormwater Annual Report in SMARTS due September 1st of each reporting year (June 30-July 1) and will prepare/submit application to obtain NOT (Notice of Termination).

Financial Impact:
$9,168.50 increase for a revised total of $24,211.00 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change order No.1 to the contract between Burbank Unified School District and So-Cal Stormwater Runoff Solution Services Inc., for SWPPP Inspections for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $24,211 (21.3-00000.0-91008-85000-6280-2100000) Bond Fund and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The $9,168.50 increase, bringing the not to exceed to $24,211, is due to extending the contract to accommodate the extended duration of the project estimated to complete August 2022.

SoCal Stormwater Runoff Solution Services Inc.
SBE & SLB Certified
California License# C3483049 | DIR# 1000435627

Office: (310) 343-8313 | Fax #: (310) 579-8413
E-mail: office@socalstormwatersolutions.com
Website: www.socalstormwatersolutions.com

Corporate Office: 15030 Ventura Blvd. #669, Sherman Oaks,CA 91403
San Diego: 501 W. Broadway St. #527, San Diego, CA 92101
San Francisco: 22668 Westborough Blvd. #131, South San Francisco, CA 94080

Date	Proposal No.
5/10/2022	37625

Project Name: Walt Disney ES - Burbank Unified School District

Item #	Description	Qty	Rate	U/M	Total	Initial
1.1	Amendment and COI of Stormwater Pollution Plan (**SWPPP**), QSD Certified	1	$350.00	LS	$350.00	
1.3	Weekly Visual Inspections- **QSP Inspection** - Erosion Control, Site Monitoring (Includes quarterly non-stormwater discharge inspections) per CGP/For Duration of Project	25	$262.50	Visit	$6,562.50	
1.4	Pre/During/Post **Rain Event** QSP Visual Inspections (Includes Preparing REAP, Stormwater Discharge Sampling and Analysis) per CGP/For Duration of Project	8	$282.00	Visit	$2,256.00	
				Total:	**$9,168.50**	

1.Payment terms for new customers are C.O.D. Existing Client may receive approval for Net 30.
2.Invoices paid after due date are subject to a finance charge computed at a monthly rate of 1.5% (annual percentage rate of 18%). Client is responsible for legal and collection costs if necessary to collect past due amount(s).
3.Client hereby agrees that time shall be of the essence in regard to all payments provided for herein, and if any payment is not made when due, Client agrees to pay all collection costs and expenses including costs of suit and any related attorney's fees and costs and also hereby waives the benefit of any statute of limitation that would prohibit an action of our firm to enforce the terms and conditions of this Contract including but not limited to any right to recovery of attorney's fees and costs. The laws of the State of California shall control all aspects of this contract except as to lien matters, which will be governed by the laws of the state where the subject property is located.
4.Price includes an electronic copy of the final SWPPP. Hard Copies are not included.
Note: Corrections after the plan approval or changes after the work is assigned will be charged as time and material (T&M) basis. QSP rate $90.00/hour and QSD $120.00/hour with all services being billed in 2-hour increments.
5.Hard copy manuals: charges at $150 per SWPPP Caltrans, $120 per SWPPP Traditional, $100 per WPCP. Client shall pay for all additional shipping+ handling fee + 15% Mark up.
6.Price of the SWPPP preparation consists of the average of 10-page drawings included in WPCD (Water Pollution Control drawing). Any additional drawing will be charged for $20 per page.
7.In an event that the project has multiple sites, inspection rate will be renegotiated if the inspection time exceeds a total of 45 Minutes or sites are over 3 locations that are over 2 miles away in radius.
8.Price of this contract is subject to increase for projects that are not commenced for over 90 days from the date that this contract is signed and fully executed.
9.Once the proposal is signed/ fully executed, no cancellation would be accepted. SWPPP/WPCP plan is project specific document and cannot be utilized for other projects. If for any reason (Client decision, error or Owner/Agency change on requirement) a SWPPP/WPCP document is no longer needed, this contract stay in effect and client is responsible to pay for service in full. If the plan requirements for the project are changed after the project is assigned, no cancellation would be accepted, and the plan must be paid in full. The plan payment is non transferrable and cannot be applied to any plan changes or modifications.
10. Additional charges may apply pending client insurance requirements.
11. No additional work shall be done without the prior written authorization of Client. Any such authorization shall be on a change order form approved by both parties, which shall become a part of this Contract. Where such additional work is so added to this Contract, it is agreed that the total price under this Contract shall be increased by the price of such additional work, any delinquent service charge may be increased proportionately, and all terms and conditions of this Contract shall apply equally to such additional work.
12. It is stipulated and agreed that our firm shall not be liable for any delays occasioned by the elements, labor disputes, strikes, lockouts, Acts of God, fires, inclemency of the weather, changes ordered in the work, unavoidable casualties, the acts or omissions of owners or persons or any other similar or dissimilar causes beyond the control of our firm.
13.Client is responsible for the labor/material for installment, maintenance, repair of the BMP's per the approved SWPPP. We can provide this scope of work upon request.
14.Our firm may assign or subcontract all or any portion of the work to be done under this Contract.
15.Our firm shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Our firm is not held responsible for any preexisting conditions. Correction of any such violations or abnormal conditions shall not be considered part of this Contract and shall be at the Client's expense.
16.Client is responsible to notify our firm 2 weeks prior to commencing their work. In an event that a project starts without proper notification, client is responsible for the payment of the inspections as stated in the contract plus a penalty. Also, Waterboard and the owner will be notified that our firm's certificate was illegally misused, and client deems to be at fault.
17. Our firm is not responsible for any Client negligence and non-compliances of the terms and requirements of the SWPPP and the CGP by the Client or any other parties. Client is required to notify the QSD and the State Water Board of any violations of the permit requirements and non-authorized discharges.
18. Client is required to comply with the requirements of the approved SWPPP and all the terms of the Construction General Permit (CGP) ORDER NO. 2009-0009-DWQ NPDES NO. CAS000002.
19. If at any time any controversy shall arise between our firm and Client regarding anything pertaining to this Contract and which the parties hereto do not promptly adjust and determine, then Client and our firm stipulate and agree that the controversy shall, at the election of our firm, be submitted to an determined under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, and the parties hereto agree to be bound by the Award in such Arbitration. The Award shall be binding, final and be entered as a final judgment in a court of competent jurisdiction.
20. Our firm shall not be responsible for Acts of God, fire, storm, flood, landslide, earthquake, theft, vandalism or other disasters or accidents. Owner will purchase insurance at his expense before any work begins that will cover fire, vandalism, malicious mischief and other perils during the course of construction. Our firm will be held harmless for any damage or outcome relating to lack of insurance, vandalism, trespassing, weather, underground services or "Mother Nature".
21.Prices listed apply for normal operating business hours. Work performed at night or on Weekends is subject to a change in the proposed rate.
22. If the project duration exceeds 12 months from the date of the proposal, prices may be subject to increase.
23.This Contract constitutes the entire Contract, and the parties are not bound by any oral expression or representation including those made by any agent of either party purporting to act for or on behalf or either party or by any commitment or arrangement not specified in the Contract. This Contract constitutes the entire Contract, and the parties are not bound by any oral expression or representation including those made by any agent of either party purporting to act for or on behalf or either party or by any commitment or arrangement not specified in the Contract.

Note: Lead compliance plan proposal will be provided upon your request.
Note: public safety plan proposal will be provided upon your request.

If this proposal is satisfactory please initial each item, sign and email to Vanessa Walker attention:
Authorized Customer Rep: ..... Signature : .....

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Ratification of Award of Contract, Reliable Floor Covering Inc., Furnish and Install Tile Flooring in Elevator, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project"), including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:

4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District received a proposal/invoice dated May 4, 2022, from Reliable Floor Covering Inc., to furnish and install LVT or rubber tile flooring in the elevator in the new classroom building at Disney Elementary School.

Fiscal Impact:
$1,459 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an award of contract between Burbank Unified School District and Reliable Floor Covering Inc., to furnish and install tile flooring in the Elevator for the Two-Story Modular Building Project at Walt Disney Elementary School, effective May 1, 2022 through April 30, 2023, not to exceed $1,459 (213-00000.0-91008-85000-5850-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Reliable Floor Covering, Inc.

2304 Townsgate Rd
Westlake Village, CA 91361
Attn: Megan Snook 805-495-4811
Email: megan@reliablefloor.org

Invoice

Date	Invoice #
5/4/2022	11756

Bill To
BURBANK UNIFIED SCHOOL DISTRICT ATTN: Accounts Payable 1900 W Olive Ave Burbank, C A 91506-2460

Job Name
Disney Elementary New Classroom Building- Elevator

Contact	Terms	Project
Larry 805-732-4896	Due on receipt	

Item Code	Description	Amount
Installation	Scope of Work: Furnish and install LVT or Rubber Tile from our stock. Furnish and install Halex Underlayment 9MM over the existing metal deck subfloor.	1,459.00

I HAVE RECEIVED THIS SERVICE AND/OR MERCHANDISE AND APPROVE FOR PAYMENT ON BEHALF OF BURBANK UNIFIED SCHOOL DISTRICT.

Larry Cross, Director of Facilities

(Signature) JUN 24 2022 (Date)

213-00000-0-91008-85000-3850-201-0000-00

Account Strings

All work is complete!

Total $1,459.00

Phone #	Fax #	E-mail
805-495-4811	805-497-4069	megan@reliablefloor.org

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Ratification of Professional Services from Burbank Movers Moving Company, Move Furniture/Equipment from Old Building to New Building, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project"), including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:

4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District utilized Burbank Movers Moving Company to remove all furniture and equipment from the old building to the new two-story building at Disney Elementary School. These services were charged on the District credit card as company does not accept purchase orders. The service was provided on May 21, 2022.

Fiscal Impact:
$6,780 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify services between Burbank Unified School District and Burbank Movers Moving Company for moving furniture and equipment for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $6,780 (21.3-00000.0-91008-85000-6252- 201-0000) Bond Fund, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

RECEIVING REPORT

(For Material Received or Services Rendered)

DATE 6/17/2022

RECEIVED FROM BURBANK MOVERS- MOVING COMPANY

P.O. No. UME CREDIT CARD

Via 213-00000-0-91008-85000-6050-201-0000 SCHOOL OR DEPT. FACILITIES

Date	Invoice #	Amount	Site and Work Order #
05/03/22	RBBM-2289	$ 300.00	FACILITIES-LARRY CROSS
05/21/22	MS0092238468	$ 1,920.00	FACILITIES-LARRY CROSS
05/23/22		$ 4,560.00	FACILITIES-LARRY CROSS
TOTAL		$ 6,780.00	

Acknowledgement Receipt of Goods/Services Rendered

The undersigned hereby acknowledges receipt and delivery of the goods/services described on the annexed list or invoice and further acknowledges that said goods have been inspected and are without defect and/or services were rendered according to the terms of the contract.

Name

DIRECTOR OF FACILITIES
Title

6/17/2022
Date

VERIFY THAT DESCRIPTION AGREES WITH THAT ON PURCHASE ORDER. FORWARD THIS REPORT PROMPTLY TO THE BUSINESS OFFICE

RECEIVED THE ABOVE ITEMS:

DATED 6/17/2022 SIGNED

Larry Cross, Director of Facilities

Re: Please verify details reply (Saturday, 5/21/2022. Day 2)

Burbank Movers <support@burbankmovers.org>
Thu 5/19/2022 5:06 PM
To: Larry Cross <LarryCross@burbankusd.org>

Caution! This message was sent from outside of Burbank Unified School District.

Burbank Movers

Dear Larry,

Thank you for reserving your move with Burbank Movers! Your reservation number is # R-2289. Please refer to this number for future communication.

Order details:

Move date:	05/21/2022	**Arrival time:**	8-9 AM
Pick-up address:	1220 W Orange Grove Ave, Burbank, CA 91506		
Drop-off address:	1220 W Orange Grove Ave, Burbank, CA 91506		
Service ordered:	**20' Truck and 8 movers at $440/hr (cash) or $480/hr (credit)**		
Residence size:	Commercial(avg. size, avg. items)		
Notes:	**4 hours minimum.**		

Please note, that we reserve jobs with 4 hours minimum requirement, despite the fact that your project might consume significantly less service time. 4 hours is a minimum requirement, the total length cannot be guaranteed.

Note that the quoted rates include all basic supplies necessary for a safe and efficient move, and absolutely no hidden charges will be added to it. The following is included in our hourly rates:

- ✓ Truck & Movers
- ✓ Unlimited tape and plastic wrap
- ✓ Moving pads - only during the move
- ✓ Assembly and Dis-Assembly
- ✓ Taxes and Basic insurance
- ✓ Fuel and mileage

into the storage facilities, moving pods, or interstate trucks. Please consider purchasing these items either from our company, or an outside vendor.

Please note that your hourly rate **does not include** the following items:

- ✗ Regular boxes, packing paper, bubble wrap
- ✗ Extra Heavy/Bulky items (>300lbs on flat surface)

Extra packing materials are readily available in the truck if needed. Extra heavy items (pianos, gun safes, tubs, marble items, etc.) must be reported to the office staff in order to be moved. **We charge extra fee** per item if our movers need to handle extremely heavy and bulky items **(>300lbs on flat surface)**.

Basic valuation insurance is included with each local move. Please be aware that basic insurance covers **60 cents per pound** of damaged article. Please visit our website for additional **terms of service.**

We have **3 hours minimum** requirement on all days except **Saturday mornings (4 hours)**.

Terms of payment: Payment is due and payable before unloading at destination address. Our movers accept only cash or credit/debit cards. We do not accept checks, PayPal or any other online payments. Our hourly rate continues until we are paid in full, so being ready will save you money. The client or a significant other must be present during the move and final inspection. The primary cardholder must be present to sign the receipt on the credit card slip. Additionally cardholder must present valid government ID.

If you have any further questions don't hesitate to call us at (818) 533-9022.

Sincerely,
Tony V.

Burbank Movers

On 5/19/2022 2:37 PM, Larry Cross wrote:

Hello,

I don't have a new agreement with 5/21 on it, just the one dated 5/14 which has been paid. But to answer your question, yes the information is correct and the dates in the email are correct, 5/21 for the move.

Larry Cross

Director of Facilities
Burbank Unified School District
510 S. Shelton Street. Burbank. CA 91506-2818

Phone: (818) 729-5503 Fax: (818) 845-3469

From: Burbank Movers <support@burbankmovers.org>
Sent: Saturday, May 14, 2022 3:48 PM
To: Larry Cross <LarryCross@burbankusd.org>
Subject: Please verify details reply (Saturday, 5/21/2022. Day 2)

Dear Larry,

Please check your email. Have you received a letter named **Reservation Confirmation # R-2289? (Saturday, 5/21/2022. Day 2)**
Please read it and **let us know** that all information is correct, and you understand terms of service.

Sincerely,
Tony V.

Burbank Movers

830 N Clybourn Avenue
Burbank, CA 91505
www.burbankmovers.org
support@burbankmovers.org
Phone: (818) 533-9022

Sincerely,
Bill S.

Burbank Movers Burbank Movers
Yelp! Twitter Google Plus Facebook Youtube
830 N Clybourn Avenue
Burbank, CA 91505
www.burbankmovers.org
support@burbankmovers.org
Phone: (818) 533-9022

MOVING DEPOSIT

Moving Deposit Processing
info@movingdeposit.com

Invoice #RBBM-2289

Issue date
May 3, 2022

Reservation holding deposit for Burbank Movers

There is one last step to ensure that your moving appointment is reserved. Kindly submit a refundable reservation deposit at your earliest convenience in order to finalize the booking of your move. Deposit is refundable (with cash payments) or redeemable (with credit card payments) towards the total cost of services. Deposit is not refundable in case of cancellations or changes in schedule without a prior notice of not less than 72 hours. Please read more about our cancellation policy here: http://burbankmovers.org/cancellations

We appreciate your business.

Bill To	Invoice Details	Payment
Larry Cross larrycross@burbankusd.org	PDF created June 17, 2022 $300.00	Due May 3, 2022 $300.00

Item	Quantity	Price	Amount
Reservation holding deposit	1	$300.00	$300.00
Subtotal			$300.00

Total Paid $300.00

Payments
May 3, 2022 (Visa 5491) $300.00

Refunds
Jun 16, 2022 (VISA 5491) Refund -$300.00

View online

To view your invoice go to https://gosq.me/u/zX1Pucvp
Or open your camera on your mobile device, and place the code on the left within the camera's view.

(No subject)

8057324896@vzwpix.com <8057324896@vzwpix.com>

Mon 5/23/2022 10:13 AM

To: Larry Cross <LarryCross@burbankusd.org>

Fwd:MOVING COMPANY confirms your payment of $4560.00 on card *5491. Qs? (424) 285-0777 STOP to end. Msg freq varies/std msg & data rates may apply.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Ratification of Agreement for Professional Services, C-Below, Comprehensive Utility Investigation of the Playground Area, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney" Project), including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District is performing construction of a new blacktop playground on the Disney Elementary campus as part of the two-story modular building project. During construction, there was a gas line that was hit while excavating as there are several utilities in the investigation area. The purpose of this investigation is to find all utilities outlined in the quote, Q-14102, to quality level (QL) B per ASCE 38-02.

Fiscal Impact:
$3,600 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and C-Below to provide a comprehensive utility investigation of the playground area at Walt Disney Elementary School, effective June 9, 2022 through June 8, 2023, not to exceed $3,600 (21.3-00000.0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

GPR
Mapping
Potholing
Utility Locating
CCTV Pipe Inspection

BELOW
SUBSURFACE IMAGING

www.cbelow.com
1-888-90-BELOW
14280 Euclid Ave.
Chino, CA 91710
CL# 959964

Estimate

Job	22-5452
Quote No.	Q-14102
Date:	06-09-2022
Expires on:	07-09-2022
Payment	Net 30 | Prevailing Wage

C Below | Subsurface Imaging
Call Before you cut, core, drill or dig.

14280 Euclid Ave Chino, CA 91710
Phone: **(888) 902-3569** Fax: (909)606-6555
www.cbelow.com

Bill To
Burbank Unified School District
1900 West Olive Avenue
Burbank
CA
91506

Opportunity Name
Walt Disney ES Utility Locating Investigation
Primary

Primary Contact
Larry Cross
(818) 729-5503
larrycross@burbankusd.org

Jobsite Address
1220 W Orange Grove Ave
Burbank
CA, 91506

Sales Rep	Ext.	Email	Cell
Keith Choi	212	keithc@cbelow.com	

C Below, Inc. submits this proposal for the Walt Disney ES Utility Locating Investigation project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.

14280 Euclid Avenue
Chino, CA 91710

Utility Locating Scope of Work

C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).

The client is performing construction of a new blacktop playground on the campus. per client, there are several utilities in the investigation area and the gas line was already hit while excavating.

The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).

C Below will exhaust any and all utility locating methods, plus "tribal knowledge", to positively identify the horizontal and vertical locations of the utility lines.

This includes utilizing the equipment listed below:

- *Electromagnetic Locator (Locator)*
- *Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)*
- *Ground Penetrating Radar (GPR).*
- *Locatable Duct Rodder (Ram Rod).*
- *Crawler Camera and lateral Launch Equipment if specifically included in your quote. (Crawler)*

Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these.

BELOW
SUBSURFACE IMAGING

Estimate

Job 22-5452
Quote No. Q-14102
Date: 06-09-2022
Expires on: 07-09-2022
Payment Net 30 | Prevailing Wage

Product Line Items

Product	Quantity	Sales Price	Total Price
Admin	1	$95.00	$95.00
Locating | Locating Technician	8	$175.00	$1,400.00
Locating | Supervising Technician	8	$195.00	$1,560.00
Mobilization | Crew	2	$225.00	$450.00
Project Coordinator	1	$95.00	$95.00
		Total USD	$3,600.00

Product Descriptions

Product Item	Description
Admin	Project Administration.
Locating | Locating Technician	Locating | Locating Technician
Locating | Supervising Technician	Locating | Supervising Technician
Mobilization | Crew	Mobilization | Crew
Project Coordinator	Project Coordinator

Quality Level Definitions

Quality Level D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

Quality Level C involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

Quality Level B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

Quality Level A is the highest level of accuracy and involves the full use of the subsurface utility investigation method. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.

Service Exceptions and Limitation

Locating Exceptions

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer and storm drain lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to locate these types of lines, please contact us for an additional quote.

GPR Exceptions

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 12 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Indications show up on the radar screen as hyperbolas. The center of the hyperbola is the center of the indication. GPR data, under most circumstances, does not allow for the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than 2 inches on center may show up as one indication.

Mapping Exceptions

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

Potholing Exceptions

For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please speak to your C Below representative. Optional Services include: hot patching per City requirements, slurry backfill, standard or engineered traffic control plans, trenching or excavation beyond standard pothole dimensions.

CCTV Exceptions

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

Traffic Control

Standard Traffic Control includes one lane closure with minimal signage not spanning an intersection. Extensive Traffic Control includes multiple lane closures, arrow boards, multiple signage requirements, spanning of intersections, flaggers, and other non-standard setups.

General Terms and Conditions for Services

Provided by C Below, Inc.
For the remainder of this document, C Below, Inc. will be referred to as CBI and the Owner or Owner's representative will be referred to as the CLIENT.

ANTICIPATED COSTS
CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime. The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

MINIMUM CHARGES
All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

WORKING HOURS
CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

SCHEDULING & CANCELLATION
A minimum of 24-hours notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of $75 per technician will apply. If services are canceled less than 24-hours before the scheduled start time, a fee of $75 per technician will apply.

PREVAILING WAGE
The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CBI to the Client.

CERTIFIED PAYROLL
Certified payroll requests will have a processing fee applied for each project, billed on every invoice in the amount of $75.00.

C.O.D.
Projects totaling less than $5,000.00 in services for Clients that have not submitted credit approval through the CBI accounting department shall be performed on Cash on Delivery (C.O.D.) basis. Prior to the start of our services the CBI technician will collect a check from the Client. For all other projects, please see the TERMS OF PAYMENT section of this document.

TERMS OF PAYMENT
The Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice, and will be subject to a monthly finance charge of 1.5% of invoice total for each month unpaid. All invoice errors or necessary corrections shall be submitted to CBI within fifteen (15) days of receipt of the invoice; thereafter the Client acknowledges the invoice is correct and valid for payment due to CBI. CBI reserves the right to terminate services to the Client without notice if the Client's account is not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to CBI. The Client waives any and all claims against CBI, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this agreement. In the event CBI deems it necessary to refer a past due account to an attorney or to file suit for collections, the Client agrees to pay all actual expenses and costs incurred there by, including CBI staff costs, actual attorney fees & costs, and all related costs in such litigation. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by CBI shall be in San Bernardino County, State of California.

INSURANCE
CBI carries all insurance required by law. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CBI. CBI will process Waiver of Subrogation, Additional Insured's, and Additional insurance certificates upon request from the Client. An additional charge of $150 will apply for each document required and will be invoiced to the Client.

REIMBURSABLE EXPENSES
Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by CBI exclusively for the project will be invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

SERVICE AUTHORIZATION
Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

PROPOSAL VALID DURATION
Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from proposal date.

CONTRACTUAL ADDITIONS

C Below will undertake professional responsibility for only the services provided pursuant to this Agreement, and only pursuant to the terms and conditions of this Agreement. In particular, and without limitation, C Below will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for site conditions of which it was not actually informed; for unauthorized modifications to or deviations from C Below's instruments of service or the use of unfinalized instruments of service for any purposes including bidding or cost estimating; for hazardous materials or toxic substances at the Project site; for the speciation of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into C Below's instruments of service for ease of reference or otherwise; for the performance of the Project's contractors and materials suppliers; for construction means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies.

The services being provided for by C Below do not relieve the Client of the responsibility of having to comply with California Government Code §§4216 - 4216.9. It is expressly understood by the Client that C Below's services are not a substitute for compliance with California government Code §§4216 - 4216.9.

In recognition of the relative risks, rewards and benefits of the project to both the Client and C Below, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, C Below's total liability to the Client and to any other third party for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed C Below's fee or $5,000.00, whichever is less. Such causes include, but are not limited to, C Below's negligence, strict liability, breach of contract or breach of warranty.

The Client waives all rights against C Below for damages caused by fire, water, wind or any other perils to the extent covered by any type of property insurance applicable to the claimed damage or loss. This waiver of subrogation shall be effective even though that person or entity would otherwise have a duty of indemnification.

The Client shall ensure that all of its contractors and subcontractors maintain General Liability Insurance (minimum of $1,000,000 per occurrence limits of coverage). Modified occurrence policies are not acceptable; any coverage exclusion in addition to standard ISO coverage forms must be noted and approved by C Below. The Client will require and make certain that its contractors and subcontractors list C Below as an additional insured using ISCO CG2010 1985 Form B or equivalent with no limitation to "ongoing operations" for each project C Below performs services for the Client. The additional insured endorsement or certificate must also contain a statement that "the protection afforded the additional insured hereunder shall be primary and any other coverage available to the additional insured shall be excess and non-contributing."

C BELOW
SUBSURFACE IMAGING

14280 Euclid Ave
Chino, CA 91710
1-888-90-BELOW
Fax: (909) 606-6555

UTILITY LOCATING

Utility locating is an imperative first step prior to geotechnical excavation during pre-construction. Damaged lines are not only expensive to repair but can be extremely dangerous. Starting your project with the knowledge of the types and locations of underground utilities on the job site is an important and cost-effective way to ensure a safe and successful project.

C Below has the ability to locate horizontal and vertical locations for all underground utilities including: water, gas, power, waste, communications and cable/TV.

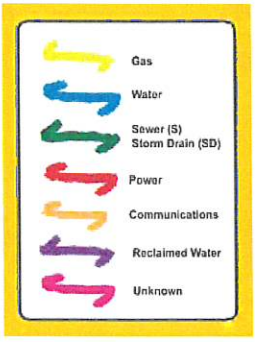
Our technicians will mark all indications directly on the surface of all surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices.

Once lines have been found, there are several options a technician can use for marking the utility locations. Spray paint is the most common but flags or whiskers are also utilized in areas that have heavy traffic, or where sprinklers may cause the paint to become unreadable prior to excavation. Computer-aided design or CAD drawings of our findings can also be provided upon request.

Our utility locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas need to be provided by the client. Should the area to be scanned not be accessible from the ground, the client will provide the means (man lift, scaffold, etc.) for our technician to properly perform their work.

For utility locating we locate all underground utilities using a standard electromagnetic utility locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a "tracer wire", all sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.







EXCEPTIONS

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to find these types of lines, please contact us for an additional quote.

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SUBSURFACE IMAGING

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GROUND PENETRATING RADAR (GPR)

C Below uses GPR for locating reinforcing steel, prestressing strand, conduit and other indications in concrete and masonry structures. We use this method because it is one of the safest, fastest and most accurate methods currently available. With the ability to penetrate up to 18 inches of concrete, our technicians can map all indications directly on the scanning surface prior to coring, cutting or drilling. The survey results can also be saved and printed in 3-Dimensional detail providing a subsurface map for our client.

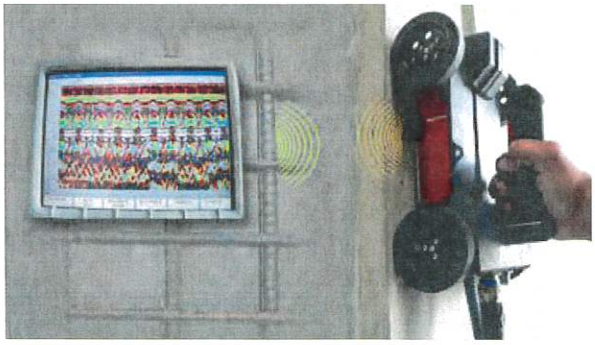
With such a large penetration range, GPR can be used with access to only one side of the scanning area with no need to place film on the opposite surface (as is needed with other methods). Our technicians determine the thickness of concrete and masonry structures to determine the spacing and depth of indications. In certain cases, the size of the indication can be estimated.

As these indications are found, they are displayed to the technician in real-time. They are displayed on the GPR monitor when changes in the conductivity of the scanned area represent locations of rebar, conduit, pipe, voids, and other objects located beneath the surface. Once located, the indication is marked in accordance with the APWA Uniform Color Code.

GPR is incredibly versatile and offers ease of use on job sites. It emits about 1% the power of a cell phone signal to perform its functions. Other methods require a safety perimeter around work areas. We prefer to use GPR because we are able to work in occupied sites and buildings where temporary evacuation is not an option. The equipment is very portable and can be moved to location quickly, making scanning of multiple areas a fast, efficient and manageable process. The practicality of this service supersedes traditional methods of utility locating, but it can also be used in conjunction with them.

With the ability to locate nonmetallic utilities up to 12 feet deep, you can be sure most lines will be identified.





EXCEPTIONS

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 16 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Size of indications are hard to determine as GPR readings are presented in a fashion that communicates location rather than the indication's expanse.

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UNDERGROUND MAPPING

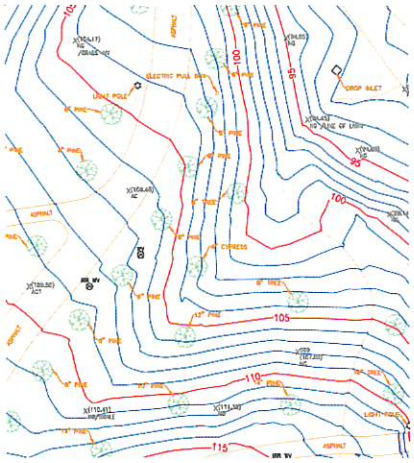
C Below will provide our client with electronic and/or printed documentation of our utility investigation when mapping is added to our locating scope of work. Utility locations will be plotted in a client provided site drawing with clear, easy to read detail. Each utility is labeled and color coded in accordance with the indications marked in the field. We prepare CAD drawings to ensure the industry's most accurate drawings. The details of these drawings are based upon client specifications. Some of these options include depth, pipe diameter and materials, connection points, and all unknown utilities.



In addition to 36" x 24" prints, our drawings can also be saved in PDF format for simple distribution and viewing. Our detailed drawings can be used to provide designers and contractors with an overview of what to expect when performing site work. All mapping is done under the supervision of a licensed civil engineer.

ADDITIONAL SURVEYING SERVICES

In addition to mapping our utility location markings, we offer a full range of surveying services.





ADA

BOUNDARY

A.L.T.A./N.S.P.S

TOPOGRAPHIC

CROSS-SECTIONS

ENCUMBRANCE MAPS

ORTHO AERIAL PHOTOS

EXCEPTIONS

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

BELOW
SUBSURFACE IMAGING

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Chino, CA 91710
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POTHOLING

Potholing is also known as vacuum excavation and is used for the purpose of identifying the axis of an underground utility. When the utility is revealed, the type of material and utility size are documented. The data collected during these excavations are beneficial in all phases of construction. Based upon the soils conditions or scope, C Below will choose to use air or water to create the pothole. Potholes made to expose facilities encased in concrete, will stop at the encasement. The top of the encasement will then be recorded as the top of the facility.

After documenting our findings, each pothole will be backfilled, compacted, and a perm-a-patch or hot patch will be provided depending upon client specifications.

A potholing report complete with photographs are provided at the conclusion of the job documenting the location, utility found, depth to top of pipe, utility size, material and the soil conditions. If no utility is found within the predetermined depth of the pothole, it will be considered a dry hole. Additional holes may be necessary to provide a positive location of the utility.



C Below technicians performing potholing



Potholing equipment

PRICING & EXCEPTIONS

For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please see rate sheet for 'Out of Scope Hole' and the table below. Optional Services include: hotpatching per City requirements, stamped traffic control plans by an engineer, routine traffic control plans.

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CCTV PIPE INSPECTION AND CRAWLER CAM

C Below provides video pipe inspection that will give vital information to help properly maintain utility and pipe facilities. We perform this service on sanitary sewer and storm drain lines specifically identified by the client or client's representative. CCTV pipe inspection includes trained personnel and the use of a push camera and/or crawler camera depending on the size of the line.

During this inspection, videos are recorded in full color MP4 files that can be viewed easily on all computers. Captions can be added to the video to help identify the technician findings. Our push cameras can video lines as small as 3" in diameter while our crawler cameras can do pipes upwards of 72". The video technology offers high quality assessment of all piping, including joints. We offer quick results with the ability to transfer video feed via USB and Bluetooth technology.

Standard details recorded during the inspection include: obstructions or blockages, root intrusion, structural damage, pipe offsets and flow conditions. Problem areas found will be identified on the surface for easy identification.

In the event that any blockage is found, we are able to provide water jetting to clear the obstructions. Sanitary Sewer and Storm Drain lines may contain debris and blockages that limit the ability to perform CCTV Pipe Inspection. C Below can arrange for an outside contractor to jet all lines prior to CCTV pipe inspection to ensure the full length of the pipe can be filmed.



CCTV Crawler Cam





Intact and damaged storm drains as recorded by our CCTV

EXCEPTIONS

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply


Exhibit A
Utility locating investigation
Walt Disney Elementary School
Legend
Google Earth
100 ft
N

Job	22-5452
Quote No.	Q-14102
Date:	06-09-2022
Expires on:	07-09-2022
Payment	Net 30 | Prevailing Wage

Please review all pages in this agreement on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement.

Signature: Effective Date:

Name (Print):

Title:

Client Billing Information

Bill to Name

Attention

Address

City

State

Zip

Email

C Below Signature: Effective Date:

C Below Name (Print): Ashley Salvino Title: Vice President of Operations

Please sign and email to Keith Choi at keithc@cbelow.com.

After C Below receives this signed agreement, **Dispatch** will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS!

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Ratification of Approval of Bid No. 5576939, Geary Pacific Supply, Furnish Heating, Ventilation, Air Conditioning (HVAC) Bar Unit for Bungalows, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project"), including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District is removing the asphalt on the playground at Disney Elementary as part of the two-story modular building project. Due to this, the gas lines underneath the asphalt are being removed. Currently the Disney Around the Bell (ATB) bungalows have a HVAC unit that require gas. In order to work with the new conditions, the District purchased an electric bar unit with a heat pump that won't require gas to utilize. Geary Pacific Supply is furnishing the material only; District staff will complete installation.

Fiscal Impact:
$10,570.11 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Geary Pacific Supply to furnish a HVAC bar unit for the bungalows for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $10,570.11 (21.3-00000.0-91008-85000-6410-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Geary Pacific Supply
HVAC Distributor Since 1961

BID PROPOSAL
BURBANK USD WAREHOUSE

Bid Number: 5576939	Prepared For: 025268	Branch Location: 044
Bid Date 6/10/22 **Valid Until** 6/30/22 **Written By** Tiffany Strickler **Bid Name:** BURBANK USD WAREHOUSE	BURBANK UNIFIED SCHOOL DISTRCT 1900 W. OLIVE AVE. BURBANK, CA 91506 Telephone: 818-558-4600 Fax #: 818-729-5501	GEARY PACIFIC SUPPLY #44 1200 E. CERRITOS AVENUE ANAHEIM, CA 92805 Telephone: 714-991-5400 Telephone: 714-991-5400 www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		IN STOCK IN ANAHEIM		
60	1 EA	T48HA04VP4 HT PUMP 4.0T 230/1 R410 QCLIMT 11EER,04KW,CRV,2"PLEATED M8 FILTER,GRAY,BARD SPEC #S3436 NO FILTER OR ACCESSORIES PER TIM ********** AS OF JANUARY 1ST 2020 MERV 13+ FILTER REQUIRED UNIT(S) COME WITH CONSTRUCTION START-UP FILTER, FILTER WILL NEED TO BE CHANGED AFTER START-UP/RUN TEST ********** ********** THIS BID EXPIRES 06/30/2022 ********** ********** BARD PRODUCT REGISTRATION @ HTTP://WWW.BARDHVAC.COM CLICK ON WARRANTY REGISTRATION TOP RIGHT OF BARD WEB PAGE ********** ********** **********ATTENTION********** ********** CALIFORNIA STATE LAW - TITLE 24 REQUIRES CONTINUOUS VENTILATION IN THIS ROOM WHENEVER OCCUPIED. IF THERMOSTAT IS NOT PROGRAMMED FOR VENTILATION 1. SET T/STAT FAN SWITCH TO "ON" WHEN ROOM IS OCCUPIED 2. RETURN SWITCH TO "AUTO" WHEN ROOM IS VACANT. NOTE: AIR FILTERS MUST BE REPLACED REGULARLY ********** ********** WHERE ECONOMIZERS ARE REQUIRED OR INSTALLED, ADDITIONAL BAROMETRIC RELIEF MAY BE REQUIRED ON THE BUILDING. (NOT INCLUDED IN THIS BID) ********** **********	9,587.40	9,587.40

GP SUPPLY **Geary Pacific Supply**
HVAC Distributor Since 1961

BID PROPOSAL
BURBANK USD WAREHOUSE

Bid Number: 5576939	Prepared For: 025268	Branch Location: 044
Bid Date 6/10/22 **Valid Until** 6/30/22 **Written By** Tiffany Strickler **Bid Name:** BURBANK USD WAREHOUSE	BURBANK UNIFIED SCHOOL DISTRCT 1900 W. OLIVE AVE. BURBANK, CA 91506 Telephone: 818-558-4600 Fax #: 818-729-5501	GEARY PACIFIC SUPPLY #44 1200 E. CERRITOS AVENUE ANAHEIM, CA 92805 Telephone: 714-991-5400 Telephone: 714-991-5400 www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		UNIT ONLY SLEEVES, T/STAT, GRILLES BY OTHERS ALL INFORMATION PROVIDED BY CUSTOMER BY EMAIL/PHONE NO PLAN SPEC OR SCHEDULE HAS BEEN PROVIDED OBSERVE APPROPRIATE CLEARANCES SPECS, PERFORMANCES, WEIGHTS, DIMENSIONS, AND ELECTRICAL AS BARD SPEC BARD STANDARD WARRANTY APPLIES ALL DISCONNECTS, CUSTOM REPORTS CUSTOM SUBMITTALS, ANCHORS, SEISMIC RESTRAINTS, EMS CONTROLS, DDC CONTROLS, OCC SENSOR, CO2 SENSOR, COND. DRAIN, COND. PUMP FIRE SYS. SMOKE SYS, AND RELATED INTERFACES ARE BY OTHERS		

Subtotal:	9,587.40
Tax:	982.71
Bid Total:	10,570.11

Terms and Conditions

In no event shall Geary Pacific Supply, its owners, assigns, or its suppliers be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Geary Pacific Supply and its suppliers shall use all reasonable efforts which are consistent with accepted practices in the HVAC industry to resume performance as soon as practicable under the circumstances.

Standard terms are COD unless approved for a charge account. Charge account terms are Net 30 days from date of invoice, unless specifically agreed to in advance, in writing, by an Officer of Geary Pacific.

Sales tax, if any, is subject to change, and will be determined by the laws of the state where the product is received.

Freight is not included in this bid unless specifically stated elsewhere on this bid.

Product order lead times will be quoted at time of order acceptance by Geary Pacific.

Purchaser is responsible for all shipping assessments, fees, tariffs, taxes, etc.

Geary Pacific does not accept any type of back charges of any kind unless approved in writing by an Officer of Geary Pacific.

Geary Pacific will not accept any orders that have penalty clauses of any kind unless specifically agreed to in advance, in writing, by an Officer of Geary Pacific.

A signed Special Order Form must accompany all special orders acknowledging that special orders are non-cancellable and non-returnable.

This Bid is based solely on our interpretation of what the Purchaser asked for. It is the Purchaser's responsibility to verify the accuracy of the quantities and models provided.

This Bid is only for the items and quantities listed.

The Purchaser/Installer is solely responsible for verifying that the installation is in accordance with the Manufacturer's Spec Sheets and I/O Manuals or risk the warranty being voided.

Purchaser/Installer is solely responsible for verifying product tonnages, voltages, clearances, dimensions, quantities, compatibility, and conformance with all code requirements of all products listed on this Bid.

Purchaser/Installer is solely responsible for ensuring that all Federal/State ventilation requirements for occupied spaces are met.

This Bid does not include Training, Start-up, Installation, Commissioning, Air Balancing, Code Conformance, Seismic Compliance, Emergency Power, or anything else not specifically listed on this Bid.

Manufacturer's standard warranty applies - Geary Pacific will assist in processing Purchaser's warranty claims but does not provide any warranty of its own.

Visit product Manufacturer's website to register the product warranty.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Approval of Contract Renewal, Garland/DBS Inc. (GDI), Roof Maintenance Agreement, District-Wide (Deferred Maintenance)

Background:
A comprehensive roof maintenance program helps prevent premature deterioration and keep the District's roofing assets in top working order. Keeping the roofs in good shape will help lower the total roofing costs by significantly extending the roof's service life.

The following bids were submitted in March 2022:

ADCO Roofing & Waterproofing	$149,979.00
R&R Roofing & Waterproofing, Inc.	$159,485.00
L&L Roofing	$165,554.00

ADCO Roofing & Waterproofing, a subsidiary of Garland/DBS, Inc. (GDI), was selected to provide roof assessment, preventative maintenance, and leak repair services for the District.

District-Wide Goals for 2021-2022:

4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The DryZone Program includes preventative maintenance that will be performed two (2) times per year and will consist of two (2) labor days, including housekeeping, at each of the twenty (20) schools. Total of 80 labor days are included in this price. Leak Repairs will consist of up to two (2) labor days to remediate. Any large repairs as noted will be repaired temporarily and an additional proposal for the larger repairs will be furnished to Burbank USD for approval. Renew annually.

Financial Impact:
$171,000 (Deferred Maintenance)

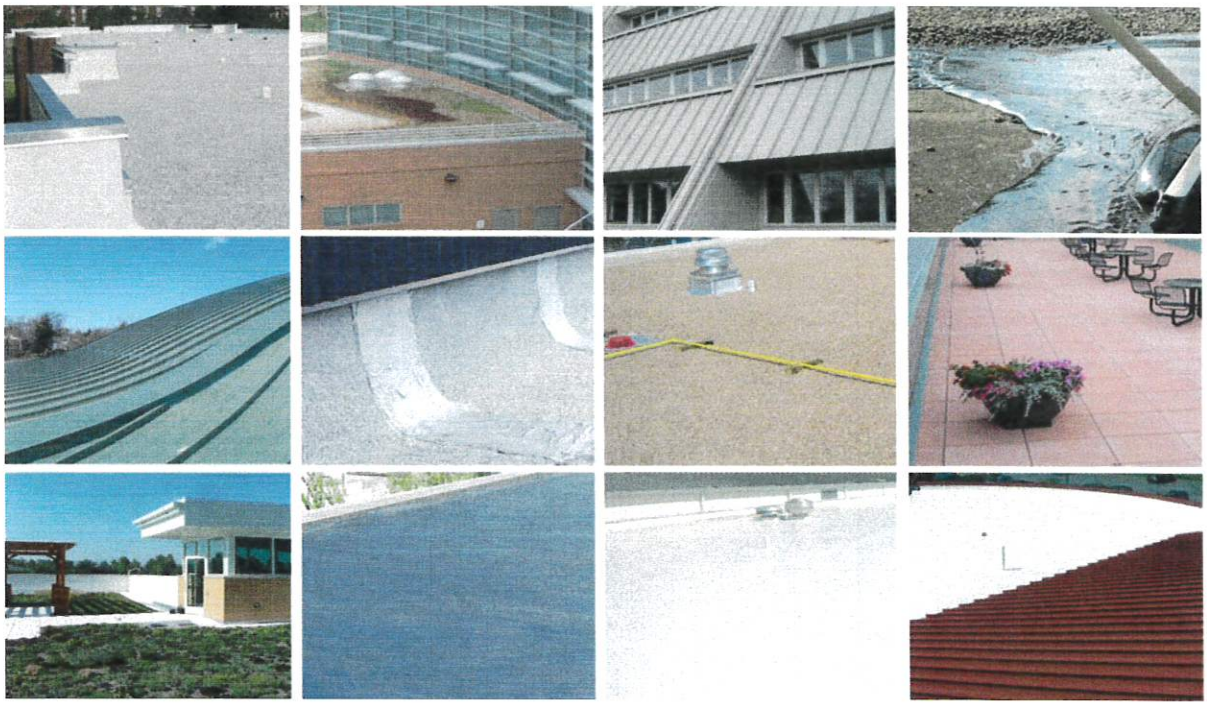
Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the renewal of the contract between Burbank Unified School District and Garland/DBS Inc. (GDI), Waterproofing for a Roof Maintenance Agreement District-Wide, effective July 1, 2022 through June 30, 2023, not to exceed $171,000 (14.0-00000-0-00000-81000-5810-740-0523) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

DryZone™

Proposal To:

Burbank Unified School District



Leak Response Repairs Services

Presented By:

Garland/DBS, Inc.

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3800 East 91st Street, Cleveland, Ohio 44105
Toll Free: (866) 327-0306
Fax: (216) 883-2055

June 13th, 2022

Mr. Larry Cross
Burbank Unified School District
510 S. Shelton Street
Burbank, CA 91506

Re: Preventative Maintenance and Leak Repair Proposal

Mr. Cross,

Garland/DBS, Inc. (GDI) is pleased to present you with the following proposal.

We have the resources to provide facility/state/nation-wide roof assessment, preventative maintenance and leak repair services. We have completed more than five hundred million square feet of roof evaluation work through our Dry Zone™ service packages. These have been completed for thousands of satisfied customers including the Palm Springs USD, Santa Monica-Malibu USD, Alum Rock USD, Eastside Union SD, Goleta Union SD, Las Virgenes USD, Santa Ana USD, Santa Paula USD, All branches of the US armed forces, Lockheed Martin, Cummins Engine, Goodyear, Eaton Corporation, FedEx, Capital One Bank, and various cities and municipalities around the United States.

Our Dry Zone program of services was established to help our customers manage their roof and building enclosure maintenance and replacements more effectively. Customers who use this service are typically looking to meet one or many of the goals below:

- Formalize a Standard Program Across All Facilities
- Enlist a Team of Experts to Provide the Best in Efficiency and Qualified Experience
- Build a History of Building Performance
- Define and Qualify a List of Priorities
- Reduce Reactive Expenditures
- Develop a Long Term Budget Plan
- Extend the Service Life of Facilities
- Ensure Consistent Delivery

Our services aim at developing and managing a database of all your roofing assets so that the information is online and at your fingertips. The Dry Zone database is an on-line, fully integrated, proactively maintained, and completely customizable asset management program with reporting capabilities that help you to better manage information, ultimately saving you time and money.

After reviewing the enclosed proposal with scope of services and pricing, should you have any questions please feel free to contact **Garrett Hall** at **913-709-5055** or myself if you would like to discuss in further detail. We appreciate the opportunity to provide this quote to you and look forward to serving you.

Respectfully submitted,

Jeff Kozak

Jeff Kozak
Project Manager
Office: 216.430-3518
Jkozak@garlandind.com

Scope of Services

The scope of work as described below is for the following locations:

Burbank Unified School District 19000 W. Olive Ave. Burbank, CA 91506

Preventive Maintenance and General Housekeeping

Our typical scope of work for a preventive maintenance and general housekeeping visit is itemized below.

General Housekeeping – shall consist of those routine tasks which need to be done so that the roofing system may drain freely and function as designed.

Preventative Maintenance – Periodic work intended to protect the roofing system from premature deterioration or failure.

Preventive Maintenance and General Housekeeping program services include:

- Provide a Spring and Fall PM & Housekeeping offering.
- Visually inspect the roofing system components to identify preventive maintenance items, identify any changes since previous inspection and document any needed repairs that are outside the preventive maintenance requirements
- Perform all preventative maintenance work according to warranty holder's recommended procedures and specifications.
- Roofs not under manufacturer's warranty:

    - Preventative Maintenance work includes small repairs that can be made during inspections. Small repairs that can be made during inspections:
        - Make small repairs to the surface membrane (splits, tears, holes). Small repairs will consist of 3-coursing of penetrations, curbs, drains, scuppers, skylight, hatch details as needed.
        - Touch-up/caulk of coping seams and termination bars.

    - General Housekeeping shall consist of the following tasks:
        - Clear roof surfaces of debris to allow for proper drainage.
        - Clear roof drains, scuppers, gutters and downspouts of debris from visual inspection for efficient evacuation of water from roof system. Excludes clogged drains requiring a licensed plumbing contractor.
    - Properly dispose of all debris and refuse that has been collected throughout preventive maintenance servicing into on-site dumpster.

Leak Repairs

The leak response service ensures emergency contact within 48 hours and repair service within 72 hours. All leaks and repairs are recorded in the Dry Zone database that helps prioritize and manage all roof areas for our clients. One of the greatest benefits of leak response is that you have a history of where your leaks are occurring and how much you are spending to correct them.

Leak Response program services include:

- On demand building envelope repair services
- Electronic reporting system alerts GDI and authorized contractors of leaks and repairs
- Emergency response to service calls within 48 hours, non-emergency response within 72 hours
- Competitive labor and material rates guaranteed for calendar year
- Before and after pictures, scope of work performed, and invoicing are uploaded to the work order report on the Dry Zone Database
- Recommendations for improved performance provided when frequent leaks occur
- Dry Zone Database creation and access
- No leak response repair measures will exceed 4 total on-site labor hours to investigate/remediate. Leak repairs will be limited to 3-Course, Caulking/Sealant & Non-reinforced coatings. Any large Repairs as noted will be repaired TEMPORARILY, with an additional proposal to be provided for the prescribed repair.
- No secondary Leak Response will be provided for those Leaks which have been previously responded to, and further repair proposals have not been approved.
- Repair SOW's above and beyond the Leak Response, will remain to be bid separately by the contract holder up to $15K

The Program includes an electronic leak reporting mechanism through which the Customer can notify GDI, the local Garland sales representative, and the Authorized Contractor to initiate immediate response and corrective action should a leak occur. In the event of a leak or other roofing problem, Customer will notify GDI via the electronic reporting system as established for the Program. Upon notification, the response from GDI will be as soon as possible, with best efforts within 48-72 hours.

When responding to a reported leak, GDI and/or the Authorized Contractor will inspect the leak area, determine the cause, and arrange for the repairs. Repair costs will be billed to Customer on a time and material basis. Repairs performed on roof areas are to temporary maintain the roof, not provide a permanent solution. As each repair is completed, updates will be made to the Program database to include information regarding the condition of the roof, the nature of the repairs, and photos to help visually verify the information provided.

For leaks on roof areas with Garland warranties, an Authorized Contractor will perform repair and bill Garland for work performed. If the cause is neglect or damage outside the terms and conditions of the Garland warranty, repair costs will be at the Customer's expense on a time and material basis.

The Dry Zone Database

The key component to creating a successful Dry Zone Program is the development of an all-encompassing database. The Dry Zone database allows you to store, track, and update all the crucial information necessary to best maintain your asset inventory. Reports are customizable and available in a variety of formats based upon the customer's needs.

Dry Zone database services include:

- General
  - Robust functionality
  - User friendly interface
  - Central location for all asset documentation
  - 24/7 online access

- Budgets, Expenditures, and Solutions
  - Presentation quality reporting capabilities
  - Capital expenditure budgeting, short and long term
  - Online access allows budget revisions as needs change
  - Roof replacement and repair options with comparative analysis for various systems
  - Work history documentation of repairs, renovations and replacements
  - Life-Cycle costing module
  - Energy savings calculator

- Work Order and Project Tracking
  - Work order tracking and reporting
  - Timely updates and job inspection reports
  - Photo logs to help visually verify the services performed
  - Online 24/7 emergency reporting
  - Comprehensive warranty tracking

- Data Collection
  - Condition documentation module for roofing, exterior walls, doors and windows
  - Assembly and detail module for roofing system
  - Photo documentation
  - Visual observation reports
  - Work history documentation for repairs and replacements
  - Ability to incorporate 3D aerial roof estimates and measurements based on GPS coordinates
  - Electronic tablet compatibility

Pricing:

Preventative Maintenance and Leak Repairs

Preventative Maintenance and Leak Repairs are billed according to non-prevailing wage time and material rates. Preventative Maintenance will be performed two (2) times per year and will consist of two (2) labor days of PM and Housekeeping at each of the twenty (20) schools. Total of 80 labor days district wide are included in this price. Leak repairs will consist of up to 2 labor days to remediate and is included in this pricing. Any large repairs as noted will be repaired temporarily and an additional proposal for the larger repair furnished to Burbank USD for approval. Work not specifically listed above is excluded from the Preventative Maintenance and Leak Repair services. Preventative Maintenance and Leak Repairs is based on the provided data, building list within document and scope of work mentioned above.

Proposal Price Based Upon Market Experience: **$171,000.00**

Bid Breakdown:

ADCO Roofing & Waterproofing	$171,000.00
L&L Roofing	$211,532.00
Tecta America	$342,000.00

In witness whereof, authorized representatives of each party to this Proposal, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

Burbank Unified School District

Signature:

Name:

Date:

Purchase Order No.:

Garland/DBS, Inc.

Signature:

Name:

Date:

[END OF PROPOSAL]

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Approval of Agreement for Professional Services, Film L.A.

Background:

The District has contracted with Film L.A. since July 1, 2006. This agreement will ratify the professional services offered for July 1, 2022 to December 31, 2027. District administration has allocated the proceeds as 20% to the District arts program, 70% to the respective site budgets, and 10% to the facilities department to cover the costs of coordinating the facility site use permits.

Discussion/Issues:

Film L.A. provides consultant services to coordinate any filming activities by outside companies that might request use of District facilities. The relationship has been long-standing and Film L.A. has served Burbank Unified well. The renewal agreement mirrors prior agreements between the District and Film L.A.

Fiscal Impact:

The District's Filming Use Fee's are as follows:

Deposit: $500.00 per day to be returned less deductions for overtime charges, custodial charges and damages.

Regular filming:
Basic Rate: $2,500 for 15 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Half-day filming:
Basic Rate: $1,250 for 6 hours
Overtime Custodial Rate: $55 hour

Parking Rates
$1,500 Per Day

Student Filming:
Basic Rate: $260 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55

Still Photography:
Basic Rate: $300 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55

Certified Food Service Staff:
$50.00 per hour - required any time production will be in the following areas:
Elementary School Kitchen:
$300 per day

Middle Schools:
Front line - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the outside lunch shelters) $200 per day

High Schools:
Small Serving Room - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the multipurpose room and outside lunch shelters) $300 per day

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Film L.A., Inc. to coordinate any filming activities by outside companies that might request use of District facilities, effective July 1, 2022 December 31, 2027, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT AGREEMENT

Instructional Services: FilmLA

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this **"Agreement"**) is made and entered into as of the effective date indicated below, by and between the BURBANK UNIFIED SCHOOL DISTRICT (the **"District"**) and the following entity or individual:

Manager
FilmLA
Address
6255 W. Sunset Blvd, 12th Floor, Hollywood, CA 90028

Contact Name	*Telephone No.*	*Fax No.*	*E-mail address*
Paul Audley	213.977.8600	213.977.8610	paudley@filmla.com

Hereinafter, **"Manager."**

Manager, in consideration of the covenants, conditions and agreements herein contained, does hereby agree to furnish labor, materials and equipment and all other things necessary to perform the services described in the Scope of Services contained in Exhibit A hereto (the **"Services"**).

Services: The Services can generally be described as providing film management services, further detailed in Exhibit A (Scope of Services).

Agreement Parts: Manager will provide the Services, and otherwise perform, in accordance with the terms of this Agreement. This Agreement consists of this cover page together with all of the following documents, each of which is, by this reference, incorporated into and made a part of this Agreement:

Exhibit A - ***Scope of Services,*** consisting of 4 pages;

Exhibit B - ***Fee and Payment Schedule,*** consisting of 2 pages;

Exhibit C - ***Terms and Conditions,*** consisting of 5 pages;

Exhibit D - ***Insurance Requirements,*** (Provided by District);

Attachment 1 – ***List of District Properties,*** consisting of 1 page (Provided by District);

Attachment 2 - ***Form of Production License,*** consisting of 13 pages.

Agreement Term: The term of the agreement is from July 1, 2022 through December 31, 2027.

Agreement Amount: The total amount of the District's financial obligation under this Agreement is 16% per the fee schedule in Exhibit B Section 1.1 of the use fees collected by the Manager.

This Agreement shall be effective as of the date it is signed by an authorized representative of the District. This Agreement is not valid and no payment is authorized hereunder until this Agreement is so signed.

MANAGER		**THE DISTRICT**	
Legal Form (i.e., corporation, partnership, dba, etc.) California Corporation		*Legal Form (i.e. School District)* School District	
Authorized Signature	*Date*	*Authorized Signature*	*Date*
Name and Title Paul Audley, President		*Name and Title* Debbie Kukta, Assistant Superintendent of Administrative Services	
Fed. Tax ID No 95-4531774			

Exhibit A
Scope of Services

1. Scope

1.1 The District is the owner of multiple schools and other properties within the Los Angeles County area, each **"District Property"** and collectively the **"District Properties"** described in Attachment 1 attached hereto and made a part hereof. District reserves the right at any time, and from time to time, to add properties to and remove properties from the list of District Properties. As of the date of this Agreement, there are no excluded properties.

1.2 Manager's business includes licensing, leasing and otherwise providing various "locations" to the entertainment industry for the filming of motion pictures, television shows and related activities known as **"Production Events"**, and the negotiating, coordinating and monitoring of contracts for such Production Events including the area of Los Angeles County, California. For the purposes of this Agreement, the term Production Events does not include productions that fall within the record keeping requirements of 18 U.S.C. § 2257. Manager represents and warrants that it is experienced in and has all requisite qualifications to coordinate the execution of contracts with production companies (as applicable, a **"Producer"**) and for the coordination and monitoring of Production Events at sites owned and controlled by government, quasi-governmental and private entities similar in nature to District Properties.

1.3. District desires to engage Manager to negotiate and coordinate licenses (collectively **"Production Licenses"**) with Producers and other entities seeking to engage in Production Events at or about the District Properties (inclusive of related parking areas). Manager desires to accept such engagement to coordinate such Production Licenses with Producers and other entities seeking to perform a Production Event at or about the District Properties on the terms and subject to the conditions set forth herein.

2. Management Services: District hereby engages Manager to perform Management Services for the District Properties as identified by Burbank Unified School District on the terms and subject to the conditions set forth herein. Manager shall devote such time as is reasonably necessary in good faith to properly fulfill its duties and obligations under this Agreement.

During the Term, Manager and its employees shall perform the following services (collectively the **"Management Services"**), as exclusive agent for the District with respect to the District Properties:

2.1. Coordinating and facilitating the execution of Production licenses, in such form as set forth on Attachment 2, at such rates and on such terms approved by the District, for the District Properties pursuant to the operating standards set forth herein, and reserving to District the right to pre-approve all forms of contracts, exhibits and other documents utilized in connection with Production Events at the District Properties. The term Production License may include licenses by Producers solely for the use of the District Properties' parking areas for the parking of Production Event-related vehicles, after normal business hours and on the weekends, subject to any existing leases, licenses, or prior written commitments for such parking areas. Providing District with information about the applicant Production Company and production plans, story, and activities to take place on or near District property prior to District approval of any Production license.

2.2. Collecting Gross Revenues and sums due the District hereunder and collaborating with District in securing the enforcement of the material terms of all Production Licenses and other contracts with any and all of the Producers.

2.3. Providing additional accounting services including preparing detailed reports, administering production event reconciliation including damage and allocation and separation of fees generated to various District accounts, and remitting balance to the District on a monthly basis.

2.4. Processing and refunding security deposits to production companies.

2.5.

2.6. Collecting and verifying proof of insurance from each applicant.

2.7. Performing outreach activities to all stakeholders including providing appropriate information, attending meetings, speaking to principals, District business managers, parents, community members, District Superintendent's Office, location and entertainment industry professionals.

2.8. Ensuring that Production Companies are aware of the requirements to comply with all applicable laws, ordinances and regulations and in compliance in all respects with all applicable contractual requirements affecting the District Properties. Upon the termination of each Production License, Manager shall, pursuant to the terms of the Production Licenses, require the Producers to surrender the District Property in as good or better condition as it was immediately prior to the Production Event, including (i) the repair of any damage to the District Property due to the Production Event, such repair to be done in a good workmanlike manner and in compliance with all applicable laws and regulations and District established rules, regulations and standards, including the reasonable satisfaction of District's management and (ii) the removal of all material, equipment, structures, trash and waste generated or brought onto the District Property by a Producer. To the extent any Producer fails to surrender the District Property in the condition as described in the preceding sentence, Manager shall use its best efforts and fully cooperate with District in enforcing the terms of the Production Licenses against the Producers.

2.9. Handling problem resolutions on behalf of District, including, but not limited to, maintaining and manning a 24-hour phone number, facilitating communications between production companies and school sites, billing and collecting issues, and visiting school sites as needed.

2.10. Generating, delivering and administering Production Event reconciliations to District on a monthly or otherwise agreed basis.

2.11. Coordinating with the Facilities Manager and Principal of each District Property or the District site administrator prior to, and during, each Production Event or at any other time, Manager may wish to enter upon any of the District Properties. Manager shall communicate any such instructions and inform Production Companies that any such entrances on to any District Property (i) shall be performed in a reasonable manner by the Producers or any other person or entity connected with any Production Event or the marketing thereof so as to reduce, to the greatest extent practicable, any interference with District school personnel or students and (ii) shall be approved in advance by the principal of the applicable District Property or the authorized District site administrator, which approval shall be granted or withheld at the District's sole discretion. In conjunction with such coordination, Manager shall check-in, and shall cause the Producers or any other person or entity connected with any Production Event or the marketing thereof to check-in, with such District Property's administrative office prior to entry on to any of the District Properties.

2.12. Marketing the District Properties to the entertainment industry for use as filming locations and for use as a parking and staging location for film companies. Manager shall use commercially reasonable marketing efforts and shall diligently investigate all offers and inquiries regarding production events at the District Properties.

2.13. Negotiating, coordinating and marketing of Production Events at the District Properties, specifically including, but not limited to, providing advice for the establishment, with District approval, of pricing policies for Production Events at the District Properties.

2.14.

3. Reports

3.1. Production Events Report. Manager shall create and maintain a database and deliver reports detailing each previous month's Production Events, and (i) their respective locations, (ii) fees (collected and receivable) generated thereby, setting forth (A) the amount to be allocated to each District Property and (B) the amount to be allocated to the District, and (C) the amounts to be allocated to any prescribed District accounts, (iii) District Property usage and personnel fees, and (iv) calculation of the Management Fee. Report to be delivered to District thirty (30) days following the previous month.

3.2. Other Reports. Manager shall timely prepare and deliver such other reports as District shall from time to time request in connection with the coordination, operation and/or monitoring of Production Events at the District Properties.

4. Accounting: Manager shall collect all Gross Revenues and all sums otherwise due the District with respect to Production Events at the District Properties. During the Term of this Agreement, on the last day of the month following the month in which the revenue (on an accrual basis). was generated, Manager shall retain the Management Fee for the prior month and remit the balance of the Gross Revenues (as determined in conformity with this Agreement and the calculations set forth in the Production Event Report for such prior month) to the District.

5. Books and Records: In addition to the reports due pursuant to this Agreement, Manager shall keep full and adequate books of account and such other records reflecting the Production Licenses for the District Properties, showing accurately and completely all Gross Revenues generated in connection with all Production Licenses and Production Events at all of the District Properties. Manager's books and records shall correspond with the District's fiscal year of July 1 to June 30. Manager shall preserve all such books and records for at least three (3) years from the close of the calendar year to which they relate. Such books and records shall be kept in accordance with generally accepted accounting principles consistently applied. Such books and records shall be kept at the office of Manager. The District and Manager agree that the District and its agents shall be allowed to inspect the books and records pertaining to the Production Licenses, Production Events or District Properties during normal business hours and upon five (5) days prior written notice to Manager. Within three (3) years after the close of each calendar year, District shall have the right to cause its independent public accountants to review Manager's determination of Gross Revenues for such calendar year (the "Annual Revenues"). In the event that the District's accountants propose an adjustment to the Annual Revenues, the District and Manager shall attempt to amicably resolve any such proposals within thirty (30) days. If the parties cannot resolve their differences within said period, the parties shall submit the dispute to a mutually agreeable independent accounting firm mutually selected by the parties to determine the actual Annual Revenues. If the parties cannot agree upon an independent accounting firm, then each party shall appoint an independent accountant and the two independent accounts shall appoint a mutually agreed (as between the independent accounts) independent accounting firm which will determine the Annual Revenues. The decision of such firm shall be

binding on the parties and the costs of such firm shall be equally split between the parties. Manager shall deduct from the next payment(s) of Management Fees due and payable under this Agreement any excess fees which it received as a result of any adjustment made hereunder. If the adjustment to the Annual Revenues exceeds three percent (3.0%), Manager shall pay for the reasonable costs of the District's accountant.

6. Public Records Act: Manager acknowledges that records and information generated as a result of performance of this Contract are part of the public domain and subject to the California Public Records Act (the Act) including its applicable exemptions. This includes, but is not limited to, license agreement data, location information, permittee data, revenue, costs, notification data and complaint data. Manager should take care to separate data that is proprietary so that public domain data can be accessed easily and in a timely manner.

Manager shall familiarize themselves with the Act and, in response to a request from the District must cooperate and supply all information to the District as may be required under such act, as noted above and solely in possession of Manager.

If a dispute arises between Manager and the District, Manager and a person requesting information, the District will notify Manager so that Manager has the opportunity to seek a court order precluding the disclosure of such information. In the absence of Manager obtaining such an order, Manager must release the information.

7. Representations, Warranties and Responsibilities:

7.1. District represents and warrants to Manager the following:

7.1.1. District is the owner of, or has sole control over the District Properties.

7.1.2. District is a School District organized under the Constitution and the laws of the State of California.

7.1.3. District has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.

7.1.4. To Districts actual knowledge (which shall mean the actual knowledge of the Assistant Superintendent, Business Services, without duty of investigation), this Agreement will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or instrument under which District is a party or is obligated.

7.2. Manager represents and warrants to the District the following:

7.2.1. Manager is a California nonprofit public benefit corporation, validly existing and in good standing in the State of California.

7.2.2. Manager has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.

7.2.3. To the best of Manager's knowledge, this Agreement will not result in any breach of the terms or conditions of, or constitute a default under any agreement or instrument under which Manager is a party or is obligated.

Exhibit B
Fee and Payment Schedule

District agrees to pay for the services and materials to be furnished by Manager as provided by this Agreement. Payment in arrears shall be made upon Manager's completion of services required by this Agreement to the satisfaction of the District and upon Manager's submission of billings as shall be prescribed by District and shall be included as part of the 18% commission.

1. Management Fee and Expenses:

1.1. Each month during the Term of this Agreement, Manager shall be entitled to a fee of eighteen-percent (18%) of the Gross Revenue earned by District from Production Events contracted through the efforts of Manager, (the **"Management Fee"**), for the execution of Production License and the coordination and monitoring of Production Events at the District Properties from and after the Effective Date. The Management Fee shall be based on the District's Filming Use Fees as follows:

FEE INFORMATION

Deposit: $500.00 per day to be returned less deductions for overtime charges, custodial charges and damages.

FILMING

Regular filming:
Basic Rate: $2,500 for 15 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Half-day filming:
Basic Rate: $1,250 for 6 hours
Overtime Custodial Rate: $55 hour

Parking Rates:
$1,500 Per Day

Student Filming:
Basic Rate: $260 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Still Photography:
Basic Rate: $300 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Certified Food Service Staff:
$50.00 per hour – required any time production will be in the following areas:

Elementary School Kitchen:
$300 per day

Middle Schools:
Front line - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the outside lunch shelters) $200 per day

High Schools:
Small Serving Room - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the multipurpose room and outside lunch shelters) $300 per day

The Management Fee shall be based on Gross Revenues as defined below less personnel and/or custodial fees.

1.2. Manager will be solely responsible for all costs and expenses incurred in connection with the performance of Manager's duties hereunder, including, without limitation, payment of salaries and taxes of Manager's employees.

1.3. "Gross Revenues" for any particular month during the Term shall mean the total fees paid earned by District by each applicable Producer pursuant to the Production Leases, less any District costs (including, but not limited to, District's personnel and/or custodial fees, excess utility fees, and other incremental fees or costs). Notwithstanding anything to the contrary contained above in this section, the following items shall not be included within Gross Revenues: (i) service charges or permit fees imposed by a third party, whether or not paid by a Producer directly to such third party in connection with a Production Event at any District Property; (ii) any and all taxes required to be paid by (or on behalf of) a Producer to any governmental authority, or (iii) reimbursements paid by any Producer or insurance proceeds received by the District in respect of any damage to any of the District Properties resulting from a Production Event.

1.4. In the event that any of the District Properties is to be used for a Production Event by a student or "student group" (which "student group" shall include educational groups and non-profit groups of an educational nature) approved by the District, then either District or Manager may request of the other, on an event-by-event basis, that any required fees to be paid by such students be waived or reduced, with the exception of any related custodial fees which shall not be waived or reduced unless with by express direction of the District, and provided that such student Production Event is reasonable as to time. In the event fees from such student Production Events are waived or reduced, the dollar amount of such waiver or reduction of fees shall be deducted from the Gross Revenue.

2. Payment: On the last day of the month following the month in which the revenue was generated, Manager shall retain the Management Fee for the prior month and remit the balance of the Gross Revenues (as determined in conformity with this Agreement and the calculations set forth in the Production Event Report for such prior month) to the District. The Manager will furnish additional documentation to District's Accounts Receivable upon request. No payment to the Manager (or retention of payment by the Manager) shall be deemed an acceptance of work not completed in accordance with this Agreement. The District may withhold (or request Manager to withhold) from payment to Manager or any third party any amounts in dispute and Manager shall continue performance of its services pending final determination of disputes relating to such withholding.

3. Fee Changes: District shall notify Manager 60 days in advance of any changes to fees under this section 1. "Fee Information".

Exhibit C
Terms and Conditions
Professional Services Agreement

1. **Board Authorization** - This Agreement is not valid, and no payment is authorized hereunder for services prior to approval of the Agreement by the District's Board of Education.
2. **Evaluation** - The Manager acknowledges that the presentation or services may be evaluated by the District Authorized Representative, or any other District offices or schools and understands that the results of the evaluation may be made available to the Manager, other schools and offices within the District, and other school districts and agencies upon request. The Manager agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.
3. **Independent Contractor** - While engaged in performance of this Agreement, the Manager is an independent contractor and is not an officer, agent, or employee of the District. Manager is not entitled to benefits of any kind to which District employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. Manager assumes full responsibility for the acts and/or omissions of Manager's employees or agents as they relate to performance of this Agreement. Manager assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to Manager and Manager's employees.
4. **Standard of Performance** - All services performed in connection with this Agreement shall be performed in compliance with standards of care applicable to services of the type, scope and complexity assigned to the Manager and in compliance with all applicable laws and codes, including without limitation California licensing laws and lawful orders of governmental authorities.
5. **Conflict of Interest** - Manager represents that Manager has no existing financial interest and will not acquire any such interest, direct or indirect, in any entity filming at a property of the District, which conflicts in any manner or degree with the performance of services required under this Agreement and that Manager will not transfer the performance of its obligations under this agreement to, or perform its obligations hereunder through, any person or entity having any such interest in any entity filming at property of the District.

   The District and Manager specifically agree that Manager's provision to any other school district of other person or entity, of professional services similar to those provided to the District hereunder shall not constitute an actual or potential conflict of interest within the meaning of this Agreement.

   Manager will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time that pose a potential conflict of interest.
   Manager warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any Agreements with or orders from District, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between District and Manager.

Should a conflict of interest issue arise, Manager agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.
Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

6. **Equal Opportunity Employment** - It is the policy of the District that, in connection with all work performed under District Agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition, and therefore the Manager agrees to comply with applicable Federal and state laws. In addition, the Manager agrees to require like compliance by all Sub consultants employed in connection with this agreement.

7. **Assignability:**

   7.1. The parties hereto agree that Manager shall not assign or otherwise delegate its rights, duties and obligations under this Agreement without the prior written consent of District, which consent shall be granted or withheld in District's sole discretion. In the event Manager contemplates an assignment of all or a portion of its rights, duties or obligations under this Agreement, Manager shall give District notice ("Intention of Assignment Notice") of such contemplated assignment, whether or not the terms of such assignment have been determined. Upon receipt of such Intention of Assignment Notice, District shall have the option to terminate this Agreement by providing Manager with thirty (30) days written notice; provided, however, Manager reserves the right, upon District's election to terminate this Agreement, to rescind its Intention of Assignment Notice by providing written notice to District of such rescission within ten (10) days after receipt of District's termination notice, in which event this Agreement shall remain in full force and effect.

   7.2. This Agreement shall be binding on and inure to the benefit of District's successors and assigns.

8. **Licensing:** - The Manager shall comply with all applicable laws and regulations governing the Manager's performance of services hereunder, including without limitation any and all applicable licensing requirements and shall at District's request provide evidence of such compliance satisfactory to District.

9. **Failure to provide prompt, efficient and thorough service** – Because time is of the essence, the District, in its sole discretion, deems the Manager is unwilling to perform or provide prompt, efficient service or otherwise fails to comply with the terms of this Agreement or fails to complete the services stipulated in Exhibit A with the time limits provided herein, the District shall have the right to terminate or cancel this Agreement, within five (5) days and take possession of any items related to this Project and/or Work and proceed in accordance with the provisions below governing suspension or termination of Agreement.

10. **Termination:** - This Agreement and all rights and obligations hereunder, may be terminated at the election of either party upon the occurrence of any of the following:

    10.1. By either party with thirty (30) days prior written notice to the other party,

    10.2. Immediately by District if (i) Manager or a key executive of Manager or employee of Manager is convicted of a felony relating to its activities hereunder, or (ii) Manager, an employee of manager, or a key executive of Manager commits a material fraud, embezzlement, willful misconduct or defalcation relating to its activities hereunder.

10.3. Immediately by one party in the event the other party qualifies for or is subject to bankruptcy or any bankruptcy proceedings which are not dismissed or stayed within sixty (60) days.

10.4 Immediately by either party if this Agreement or the activities hereunder, including but not limited to past, current or proposed Production Events, are prohibited by law or administrative regulation.

10.5. Termination of this Agreement by either party under the provisions of this Section 14 hereof shall not be exclusive of any other remedy which the party exercising such right of termination may have, at law or in equity, as a consequence of the acts giving rise to such right of termination.

10.6. Upon termination of this Agreement, for any reason, Manager shall promptly, without necessity of demand or notice, deliver the following to District, or District's appointed agent on the effective date of expiration or termination, or, if this Agreement is terminated immediately for cause, within thirty (30) days of such termination: (i) a final accounting reflecting the Gross Revenues as of the date of termination; (ii) any balance of monies, as verified by the final accounting described in clause (i), above, remaining in the Account, together with any other monies of District held by Manager with respect to the District Properties; and (iii) all items, files, records or documents of any kind, including but not limited to, contracts, warranties, promotional materials, bank statements, correspondence, receipts, paid and unpaid bills or invoices. The obligation of Manager to deliver the foregoing shall survive the termination of this Agreement.

10.7. Manager shall, for a period of one hundred and twenty (120) days after the termination of this Agreement, and for such further period as may be necessary, make itself available to consult with and advise District, or such other person or persons as may be designated by District, regarding the coordination and monitoring of Production Events at any or all of the District Properties.

10.8. Termination Payments — The payments, if any, made to Manager pursuant to this Agreement shall be Manager's sole and exclusive compensation and District shall have no liability to Manager for any other compensation or damages, including without limitation anticipated profit prospective losses, or consequential damages of any kind.

10.9. Work Product — Any provision to the contrary in this Agreement notwithstanding, no payment shall be due the Manager following termination of this Agreement unless and until the Manager provides the District with all documents, materials and work produced to date under this Agreement.

11. Invalidity: - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation but shall not invalidate the remainder of such provision of the remaining provisions of this Agreement.

12. Limitation of Liability: - No party shall be liable to the other party for any indirect, consequential or special damages of the other party, and each party hereby waives any and all such claims for its own indirect, special or consequential damages arising from any breach of this Agreement.

13. District Properties' Name, Signage and Logos: - The use of the name of any of the District Properties used in connection with the filming at such District Properties, including any advertisement or marketing promotion shall be approved in writing by District, which approval shall be granted or withheld in District's sole discretion prior to use.

14. Notices: - All notices under this Agreement shall be in writing and shall be deemed received upon personal delivery thereof, twenty-four (24) hours after overnight courier (fare prepaid) or legible email with overnight courier follow-up, or forty-eight (48) hours after deposit in the United States Mail, certified or registered mail, return receipt requested, to the parties as follows:

District: **Burbank Unified School District**
1900 West Olive Avenue
Burbank, CA 91506
Attn: Debbie Kukta, Assistant Superintendent of Administrative Services
Email: debbiekukta@burbankusd.org

and:

Manager: **FilmLA**
6255 W. Sunset Blvd, 12th Floor
Hollywood, CA 90028
Attn: Paul Audley, President
Email: paudley@filmla.com

15. Governing Law and Severability: - The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

16. Entire Agreement/Amendment: - This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement and approved as required by California law and District policy.

17. Right to Audit: - The Manager shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services provided under this Agreement. The Manager understands and agrees that the District has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this Agreement, whether such records were prepared by the Manager or anyone else associated with the work. At any time prior to the date which is three (3) years following final payment under this Agreement, the Manager shall provide the District, at the District's reasonable expense, a copy of all such records within five (5) business days of a written request from the District. At any time prior to the date which is three (3) years following final payment under the Agreement, the District's rights shall also include access at reasonable times to the Manager's facilities for the purpose of interviewing employees and inspecting and copying (at the District's reasonable expense) such books, records, accounts and other material which may be relevant to a matter under investigation. The Manager shall, at no cost to the District, furnish reasonable facilities and assistance for such review and audit. The Manager's failure to provide records or access within the time requested shall preclude the Manager from receiving any payment

due under the Agreement until such documents are provided and shall preclude the Manager from receiving any reimbursement from District of any such copying charges. The Manager agrees to maintain such records for a period of three (3) years following final payment under the Agreement. Reimbursement - To the extent that an audit by the District, the District's independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by the Manager, Manager agrees to remit the amount of the overpayment to the District within five (5) days after demand.

18. No Third Parties: - Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the District or Manager.

19. Change of Legal Entity or Change of Identity: - If any change occurs in the legal entity of the Manager's organization, the Manager shall immediately report such change to the District. The District shall then have the right to terminate or cancel this Agreement, take the work products of this Agreement and pay in accordance with the provisions under Suspension or Termination of Agreement.

20. Dispute Resolution: - Any claim, dispute or other matter in question (collectively, "claim") arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration. Any claim not resolved by mediation shall be resolved by arbitration in Los Angeles, California, before a single arbitrator, who shall be an attorney, in accordance with the rules of the American Arbitration Association currently in effect. Joinder of persons not parties to this Agreement is hereby expressly permitted. The parties to any arbitration shall have the right to conduct discovery pursuant to the California Civil Discovery Act of 1986. The award entered by the arbitrator shall be final, non-binding.

21. Anti-discrimination: - It is the policy of the District that in connection with all services rendered under District Agreements there be no discrimination against any prospective or active employee engaged in such services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including without limitation HIV and AIDS), mental disability, medical condition, age, marital status, sexual orientation, political belief or affiliation, or to deny family care leave, therefore the Manager agrees to comply with applicable Federal and California laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of *1975;* Rehabilitation Act of 1973 (Section *504);* and the California Fair Employment Practice and Housing Act codified in Government Code Sections 12900 to 12996; and Labor Code Section 1735. In addition, the Manager agrees to require like compliance by all consultants and Sub consultants employed by the Manager under the Agreement.

22. District Approvals: - Approvals or authorization provided for in this Agreement to be given by the District must be given in writing. Any District review or approval of any submissions from Manager in any medium is for general conformance with the District's requirements, and shall not relieve the Manager of its responsibility for performing services under this Agreement in conformity with the legally mandated standard of care and the terms and conditions of this Agreement.

23. Waiver: - Provisions of this Agreement may be waived by District only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The District's approval, acceptance use or payment for any part of the Manager's services shall not in any way alter the Manager's obligations, or waive any of the District's rights, under this Agreement.

Exhibit D
Insurance Requirements (Provided by District)

1. Policies, Coverage and Amounts: Manager shall obtain the following policies and coverage. The insurance furnished by the Manager under this Section shall provide coverage in amounts not less than the following:

1.1 **Commercial General Liability Insurance:** on an occurrence basis, covering work done or to be done by or on behalf of the Manager and providing insurance for bodily injury, personal injury, property damage, and contractual liability for the Scope of Work. The aggregate limit shall apply separately to the work. Limits of Liability:

$2,000,000 per occurrence for bodily injury and property damage
$100,000 fire damage
$5,000 medical expenses
$1,000,000 personal and advertising injury
$2,000,000 general aggregate
$2,000,000 completed operations and products aggregate

1.2 **Business Automobile Liability Insurance:** on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Manager and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

$ 1,000,000.00 Each Accident-combined single limit for bodily injury and property damage.

1.3 **Workers' Compensation:** as required under California law, including Employers Liability limits of $1,000,000.00

1.4 **Fidelity Bond (including Faithful Performance of Duty, Depositors Forgery, Computer Fraud and Funds Transfer Fraud):** on a blanket basis covering Manager and all of Manager's employees who have access to or are responsible for the handling of the District's funds in the amount of Fifty Thousand Dollars *($50,000)* (or in such increased amount as District shall reasonably request) and having a third-party endorsement, if available, and such deductible as shall be determined from time to time by the District, underwritten by a bonding company selected by Manager and approved by the District.

2. Evidence of Coverage: The Manager shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District.

Renewal certifications and endorsements shall be timely filed by the Manager for all coverage until the work is accepted as complete. The District reserves the right to require the Manager to furnish the District complete, certified copies of all required insurance policies. The Manager shall notify the District in writing of any material change in insurance coverage.

3. Insurance Provisions: The insurance policies shall contain, or be endorsed to contain, the following provisions:

3.1 **For the general and automobile liability policies:** The Burbank Unified School District and the Governing Board, their officers, employees, representatives, volunteers, and agents shall be named as additional insured.

3.2 For any claims related to the work, the Manager's insurance coverage shall be primary insurance as respects the Burbank Unified School District and Governing Board, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the Burbank Unified School District and Governing Board of the Burbank Unified School District ("Governing Board"), their officers, employees, representatives, volunteers, and agents shall be in excess of the Manager's insurance and shall not contribute with it.

3.3 Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

3.4 Burbank Unified School District and the Governing Board, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insured incur liability to the insurance carriers for payment of premiums for such insurance.

4. Acceptability of Insurers: Insurers shall be admitted by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A-VII or equivalent carrier otherwise acceptable to the District.

5. Miscellaneous:

5.1 Any deductible under any policy of insurance required in this Section shall be Manager's liability (responsibility).

5.2 Acceptance of certificates of insurance by the District shall not limit the Manager's liability under the Agreement.

5.3 In the event the Manager does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Manager shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Manager, the District may pay for the insurance from agreement sums otherwise due the Manager.

5.4 If the District is damaged by the failure of Manager to provide or maintain the required insurance, the Manager shall pay the District for all such damages.

5.5 The Manager's obligations to obtain and maintain all required insurance are non--delegable duties under this Agreement.

5.6 Failure to maintain the insurance and furnish the required certificates or policies may be considered a breach of Agreement by the Manager and the District may terminate the contact without waiver of any other remedy it may have.

Attachment 1
District Properties (Provided by District)

Elementary Schools:

Walt Disney
1220 West Orange Grove Avenue
Burbank, CA 91506

Ralph Emerson
720 East Cypress Avenue
Burbank, CA 91501

Thomas Jefferson
1900 N. Sixth Street
Burbank, CA 91504

Joaquin Miller
720 East Providencia Avenue
Burbank, CA 91501

Theodore Roosevelt
850 North Cordova Street
Burbank, CA 91505

George Washington
2322 North Lincoln Street
Burbank, CA 91504

Thomas Edison
2110 West Chestnut Street
Burbank, CA 91506\

Bret Harte
3200 West Jeffries Avenue
Burbank, CA 91506

William McKinley
349 West Valencia Avenue
Burbank, CA 91506

Providencia
1919 North Ontario Street
Burbank, CA 91505

Robert Louis Stevenson
3333 Oak Street
Burbank, CA 91505

Middle Schools:

Luther Burbank
3700 West Jeffries Avenue
Burbank, CA 91505

John Muir
1111 North Kenneth Road
Burbank, CA 91504

Dolores Huerta Middle School
420 South Mariposa Street
Burbank, CA 91506

High Schools:

Burbank High
902 N. Third Street
Burbank, CA 91502

Monterey High School
1915 Monterey Avenue
Burbank, CA 91506

John Burroughs High School
1920 Clark Avenue
Burbank, CA 91506

Other Properties:

District Office
1900 West Olive Avenue
Burbank, CA 91506

Facilities Services
510 South Shelton Street
Burbank, CA 91506

Horace Mann
3401 Scott Road
Burbank, CA 91504

Burbank Adult School
3811 Allan Avenue
Burbank, CA 91505

Community Day School
223 E. Santa Anita Avenue
Burbank, CA 91502

Attachment 2
FORM OF PRODUCTION LICENSE

BURBANK UNIFIED SCHOOL DISTRICT
LICENSE AGREEMENT FOR USE OF PREMISES

PART I: BASIC LICENSE INFORMATION

_____ Filming or Parking

DATE: _____ BURBANK CITY PERMIT #: _____

LICENSEE: NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

TELEPHONE: _____ MOBILE: _____

FAX: _____

PRODUCTION TITLE: _____

PRODUCTION TYPE: _____

PRODUCER: _____

DIRECTOR: _____

NO. OF CREW: _____ CAST: _____ EXTRAS: _____

LG.TRUCKS: _____ OTHERTRUCKS: _____ VANS: _____

MTR. HMS./DR. RMS: _____ GENERATORS: _____ CAMERA CARS: _____

PIC. VEHICLES: _____ CAST/CREW CARS: _____

LICENSE TERM: _____

SCHOOL: NAME: _____

ADDRESS: _____

PRINCIPAL: _____

GENERAL LICENSE AREA: _____

SPECIFIC LICENSE AREAS/ACTIVITIES:

Description of Area 1:

Date/Time:

Activity:

Special Conditions:

Description of Area 2:

Date/Time:

Activity:

Special Conditions:

Description of Area 3:

Date/Time:

Activity:

Special Conditions:

☐ Check here if additional areas have been added on separate sheet(s).

LICENSE FEES:

Site Day(s)	@ $ _____	x_____	= $_____
+OT	@ $ _____	x_____	= $_____
Personnel Hours	@ $_____	x_____	= $_____
Parking	@ $_____	x_____	= $_____
+OT	@ $_____	x_____	= $_____
		TOTAL=	**$**_____

DEPOSIT COLLECTED: $ _____

PART II: STANDARD TERMS AND CONDITIONS

This License Agreement for Use of Premises (Agreement") is made and entered into on the above date by and between the School District ("Licensor"), and the above-named Licensee ('Licensee"), subject to and on the terms and conditions hereinafter set forth.

1. **Grant of License.** In consideration of the payment of the License Fee and the performance of the covenants and conditions contained in this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the License Area during the License Term subject to and on the terms and conditions set forth herein. The License granted hereunder shall include non-exclusive rights of ingress and egress as reasonably necessary to use the License Area, with the path of travel to be determined from time to time in the sole and entire discretion of Licensor; use of such path of travel shall be limited to ingress and egress only, but for all purposes shall be deemed a part of the License Area.

2. **Use.** Licensee shall have the right to use the License Area for the sole purpose of production of a motion picture (including feature films, television programming, commercials and other media productions) or still photography, during the Term specified above, and for no other purpose and for no other time without the prior written consent of Licensor, which consent may be granted, withheld or conditioned in the sole and absolute discretion of Licensor. Licensee agrees to use the License Area in strict accordance with the terms and conditions set forth herein. Licensee may use only those bathrooms, if any, that Licensor has specifically designated for use by Licensee. Licensee is responsible to provide all necessary signage with respect to the use of the bathrooms. Licensee is to provide all toiletries for any bathroom that it is uses and to maintain them in a clean condition on a daily basis. Licensee understands that the operation of the Licensee's activities on the License Area are secondary to the Licensor's instructional program and no part of the Licensee's operation shall be disruptive, as reasonably determined by Licensor, to the Licensor's instructional program.

3. **Security Deposit.** The Licensee shall deposit with FilmLA, on behalf of the Licensor, in advance for each day of use, the base amount (the "Security Deposit") of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) as security for the performance by Licensee of all terms, covenants and conditions of this Agreement. If Licensee defaults with respect to any provision of this Agreement, including, but not limited to the provisions relating to any payments hereunder, Licensor may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any amounts or any other sums in default, or for the payment of any other amount that Licensor may expend or become obligated to expend by reason of Licensee's default. If Licensee is in compliance with the covenants and obligations set forth in this Agreement at a time that is thirty (30) days following the time of both the expiration or termination of this Agreement and Licensee's vacation of the License Area, Licensor or FilmLA as applicable, shall return the balance of the Security Deposit due to Licensee promptly thereafter to the address listed on the License, or to a changed address of which Licensee has notified FilmLA in writing. Licensee agrees that, if the refund check is returned as undeliverable or has not been negotiated within 180 days of mailing, the unrefunded

amount shall constitute part of the License Fee. In the event that the District or FilmLA reasonably determines that, due to the complexity, scope and/or particular locations of Licensee's activities, a heightened risk of damage to Licensor's property reasonably exists, the Security Deposit shall be appropriately increased.

4. **Licensee's Rights to Materials Produced; Indemnity.** All rights of every kind and nature whatsoever in and to all still and motion pictures, photographs and sound recordings made hereunder in connection with use of the License Area by Producer shall be and remain the sole and exclusive property of Producer; including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. The Licensee shall assume all costs arising from the use of patented and copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of said event, and the Licensee agrees to indemnify and save harmless and defend the Licensor and its duly authorized representatives from all damages, costs, and expenses in law or equity, for, or on account of, the use of any patented and copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the Licensee in connection with this License. In this regard, the Licensee's attention is particularly directed to the use of copyrighted music. Neither Licensee nor its successors shall be obligated to make any actual use of any production or photography or of any reference to the License Area or School in any motion picture production or otherwise.

5. Licensee shall not use the name (including, without limitation, signs or logos) of the School, or Licensor in the name of its production or in the script, dialogue, photography, publicity or in any of its advertising, and the locations used in the film shall not be identified as belonging to the Licensor, nor shall they be identifiable as such by the casual viewer. Licensee shall take reasonable steps to ensure that the pupils, the faculty, and the general public are excluded from the area in which it is filming if the Licensee, in its reasonable discretion, determines that anything being filmed might be considered offensive to the pupils. This shall include the language, the actions, and the dress of the actors and actresses. Licensee shall obtain releases from any participants outside of those in the employ of Licensee, including the parents of any minors involved, to protect the Licensor from every claim, liability, or demand which may arise as a result of the filming and use of the film, and as a result of any services rendered in connection with the production and use of the film.

6. **Licensee's Insurance.** Licensee shall provide the following insurance:

(a) Commercial General Liability Insurance:
$2,000,000 per occurrence for bodily injury and property damage
$100,000 fire damage
$5,000 medical expenses
$1,000,000 personal and advertising injury

$2,000,000 general aggregate
$2,000,000 completed operations and products aggregate

(b) Business Automobile Liability Insurance with a minimum combined single limit of $1,000,000.00 per occurrence.

(c) Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance.

Licensor and its Board of Education shall be named an additional insured on all insurance, excluding subparagraph (c), and all of said insurance shall be primary and noncontributing with any other insurance available to Licensee (and other applicable entering party) and shall contain a full waiver of subrogation clause. Licensee shall provide evidence of such insurance upon request of FilmLA or Licensor. Licensee shall cause the insurers to notify Licensor in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. Licensor reserves the right to require other coverage on a case-by-case basis (i.e., aviation, excess automobile and watercraft liability with minimum coverages of $5,000,000) modify its insurance requirements at any time and Licensee shall modify its insurance coverage to conform to the applicable requirements upon receipt of written notice from FilmLA or Licensee. Licensee shall not do or permit anything to be done in or about the License Area or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the property upon which the License Area is located, or that would cause a cancellation of any such insurance policy or any provision thereof.

7. **As-Is Condition; Surrender Condition.** Licensee accepts the License Area 'AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area and accepts this Agreement subject thereto and to all matters disclosed thereby. Upon the expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to Licensor in the same or better condition as delivered to Licensee, ordinary wear and tear excepted. Licensee, at its sole cost and expense, shall promptly perform and complete any repairs or replacement of any nature or character occasioned or made necessary by reason of the use of the License Area by Licensee.

8. **Alterations, Additions, or Improvements.** Licensee shall neither make nor allow to be made, nor call upon Licensor to make, any decorations, alterations, additions, or improvements to the License Area or any part thereof (including, without limitation, painting or attaching any fixtures or signs) during the term of this License Agreement without the prior written consent of Licensor, which consent may be conditioned or withheld in the sole and absolute discretion of Licensor. Any items or mailers used by Licensee on the License Area shall be freestanding and shall not be attached to other improvements on the License Area unless otherwise agreed to by Licensor in accordance with this paragraph. Licensor discloses, and Licensee understands that any alterations, modification, and improvements to the License Area may be subject to the approval of the California Division of the State Architect. Any alterations, additions, or improvements without the prior written consent of Licensor shall be construed as a breach of this Agreement. If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of Licensor, Licensor shall have the right

to restore the License Area to the condition the License Area were in immediately prior to Licensee's occupancy, and Licensee agrees to reimburse Licensor for its costs incurred thereby within thirty (30) days of Licensee's receipt of Licensor's invoice. The exercise of Licensor's right to restore the License Area shall not excuse Licensee's violation of this paragraph nor shall the exercise waive any other remedy available to Licensor. This paragraph shall survive termination or earlier termination of this Agreement.

9. **Safe and Sanitary.** Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. If the License Area is part of an operating school, damage, destruction, and excess trash and debris will affect Licensor's ability to conduct the instructional program. Licensee shall not dispose of any material down any drain or into any basin, toilet, bathtub or lavatory or into any storm-drain on the License Area. Licensee shall place plywood or another suitable protection (as approved by Licensee) on all floors and paths through which Licensee is moving furniture, props or other equipment and for all other areas of high traffic. Licensee shall report to Licensor any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the term hereof and that arises out of or is in any way related to Licensee's use of the License Area.

10. **Comply with Law.** Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area.

11. **Signs and Posters.** Licensee shall not place any signs, posters, or other printed materials on the inside or the outside of the License Area or any part of the School without the prior written approval of the Principal or Licensor's site administrator. Any such materials affixed to City or County owned property shall be prohibited and shall be deemed a breach of this Agreement.

12. **Food, Drinks, Tobacco, Liquor, and Narcotics.** Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by Principal and/or Facilities Manager. Licensee shall enforce no smoking on District premise and prohibit the use of profane language, the use of tobacco products, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling, or conducting a lottery. The possession and carrying of firearms and weapons, with the exception of those used as props for the sole purpose of the production event, on Licensee's property shall be prohibited, except for on-duty peace officers or policemen.

13. **Use of Other Equipment; Classrooms.** The License Fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless expressly identified in this Agreement. If this Agreement expressly includes the use of Licensor's equipment, Licensor does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an "as-is" and "where-is" basis and shall notify Licensor of any damage or destruction of

such equipment. Licensee shall reimburse Licensor for the replacement value of such equipment if the damage or destruction of such equipment occurs during the term hereof and arises out of or is in any way related to Licensee's use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found. Licensee understands that: (1) the students' and the teachers' desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students may not be in a classroom without a supervising adult approved by the Principal; and (6) Licensee may not utilize any portion of the School that is not designated as part of the License Area and those logical pathways necessary for access to and from the License Area.

14. **Flammables.** Licensee shall obtain the necessary permits from the City or County Fire Department and shall deliver copies of said permits to FilmLA on behalf of Licensor, prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides.

15. **Emergency Access.** Emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way. Exit doors shall remain unlocked during all hours of operation.

16. **Other Structures; Power and Utility Sources and Electrical Cables; Elevators.** Licensee shall provide its own electrical energy, heat, ventilation, air-conditioning, light, water, telephone and other utilities to be used by Licensee. All utilities brought to the License Area shall be used in compliance with all applicable laws. All power and utility equipment, electrical cords and cables shall be in good and safe condition with no exposed or live parts (i.e., not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered. They shall not lie across vehicle pathways. Power sources for concession stands shall be isolated from contact with the general public by use of fencing, guardrails or enclosures. All electrical equipment installation and operation shall be governed by the regulations contained in the latest edition of the National Electrical Code (NEC) unless otherwise approved by local officials having jurisdiction thereover, which approval shall be recorded in writing and attached to all permits. Copies of all permits shall be delivered to FilmLA on behalf of Licensor prior to the commencement of this Agreement. Licensee shall not (i) open any access doors, electrical panels, electric switches, switch plates, electric pull boxes, manholes or mechanical enclosures, (ii) permanently cover or conceal any of the foregoing, or (iii) reset, adjust, recalibrate, modify, connect or disconnect any switches, electrical wiring, controls, valves, conduits, ducts, electrical or mechanical equipment or fixtures, doors or window assemblies, plumbing supply, vent, or waste lines, locks, fire protection equipment or decorative assemblies. Licensee shall not use any elevator without the prior written permission of Licensor, the Principal or Licensee's site administrator. In any event, any use of elevators shall be under the supervision of the site administrator or building engineer, and Licensee shall place protective pads in all elevators used to move any furniture, props or other equipment.

17. **Persons with Convictions.** Licensee shall not allow any person who has been convicted of a sex offense as set forth in Education Code 44010 and a controlled substance offense as set forth in Education Code 44011 or a violent or serious felony as defined in Education Code 45122.1 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4. Licensee represents that, to the best of its knowledge, the License Area will not be used for the commission of any crime; Licensee declares under penalty of perjury that the foregoing statement is true and correct.

18. **Waiver; Indemnity.**

(a) Licensor shall not be liable for and Licensee hereby waives all claims against Licensor for **loss of business, revenues, profit or** damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due to, in Connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees, or contractors. Licensor and Licensee hereby agree and acknowledge that the relationship between Licensor and Licensee is solely a Licensor/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of Licensor or as part of Licensor's operations as a school district. The provisions of this Section 3(a) shall not apply to the extent that all or part of the Liabilities (as defined below) is due to the gross negligence or willful misconduct of the Indemnified Parties.

(b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect Licensor, Licensor's Board of Education, FilmLA, and their respective officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (ii) the use, occupancy or control of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and (iii) any claim by a third party that Licensor is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this Agreement. The provisions of this Section 3(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties. Notwithstanding anything to the contrary set forth in this Section 18,

Licensor shall remain liable for any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by Licensor of the License Area, by any person claiming by, through, or under Licensor or Licensor's employees, agents, contractors, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement. The provisions of this Section 18 shall survive the expiration or earlier termination of this Agreement.

19. **Hazardous Materials.** Licensee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the License Area by Licensee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. At FilmLA's or Licensor's request, Licensee shall provide any and all material safety data sheets for any materials or products that Licensee brings onto or uses on the License Area. Licensee shall not service, fuel or re-fuel any vehicle or equipment on the License Area. Licensee agrees to indemnify, defend (by counsel approved by Licensor), and hold Licensor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without diminution in value of the School and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the term of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater. The provisions of this Section 22 shall survive the expiration or earlier termination of this Agreement.

20. **Security.** Licensor makes no representations or warranties regarding the safety or security of the License Area. Licensor shall not provide, supervise, or furnish personnel in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the License Area. Notwithstanding the foregoing, Licensor and FilmLA shall have the right to employ security guards for the activities contemplated by this Agreement and charge Licensee for the reasonable cost of such services, and Licensor and FilmLA shall have the right to call in the police at any time the Licensor or FilmLA feel it is necessary for the protection of the License Area or the safety or security of persons within and about the License Area.

21. **Assignment.** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area, and any attempt to do so shall be automatically null and void.

22. **Default by Licensee.** If Licensee fails to perform, fulfill or observe any of the terms, covenants or conditions of this Agreement, FilmLA or Licensor shall give Licensee written notice of such non-compliance. If within 24 hours of Licensee's receipt of such notice, Licensee has not commenced to cure such non-compliance and within 72 hours

from Licensee's receipt of such notice, Licensee has not completely cured such default, then Licensee shall be in default of this Agreement. The 72-hour cure period may be extended in the sole and absolute discretion of Licensor. In the event of Licensee's default hereunder, Licensor may terminate this Agreement whereupon the Term of this Agreement shall expire, and Licensee shall quit and surrender the License Area to Licensor. It is further agreed that in no event shall the time within which a default may be cured hereunder extend beyond 72 hours from Licensee's receipt of such notice except as granted, in writing, by Licensor. If a default shall be made under any provision of this Agreement, Licensor may reenter the License Area, take possession thereof, and remove all persons there from. If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to Licensor at law, Licensee hereby agrees that Licensor shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to Licensor's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease. Notwithstanding anything herein to the contrary, Licensor and FilmLA shall have the right to cancel and terminate this Agreement, immediately and without notice, upon the discovery of a violation of any term, condition, or provision of this Agreement on the part of the Licensee that may, in FilmLA or Licensor's discretion, jeopardize the health, safety, or welfare of the License Area or the occupants thereof. Notwithstanding anything to the contrary contained herein, Licensor shall have no right to enjoin or restrain the exhibition, distribution, advertising, exploitation and/or marketing of the production as a result of a default by Licensee under this Agreement; provided, however, the foregoing limitation shall in no way restrict, diminish or impair Licensor's right to seek monetary damages of any kind for any default by Licensee of any of the terms and provisions of this License, any such right to monetary damage hereby being expressly reserved by Licensor.

23. **Natural Disaster; Civil Unrest**. Licensee agrees that an event of fire or other casualty, circumstances related to natural disasters or civil unrest, or requirements of governmental or quasi-governmental agency may necessitate the termination of this Agreement. If the License Area is determined to be structurally or mechanically unsound or to pose a danger to occupants in Licensor's sole and absolute discretion, or if access to the facility is required for use by Licensor pursuant to any such circumstances or in order to make necessary or advisable repairs, this Agreement shall be terminable immediately upon delivery of written notice to Licensee. In the event this Agreement is terminated pursuant to this provision, Licensee shall be entitled to the refund of that portion of the License Fee applicable to the period that the License Area is not available for use by Licensee.

LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION.

24. **Severability; Section Headings.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.

25. **Time of Essence.** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.

26. **Entire Agreement.** All prior understandings and agreements between the parties or other third parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.

27. **Modification or Amendment.** This Agreement may not be altered, modified, amended, waived or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such alteration, modification, amendment, waiver or termination is sought.

28. **Legal Actions.** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, Licensor shall not be liable to Licensee for consequential damages incurred in connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

29. **Absence of Waiver.** No waiver by Licensor or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by Licensor or Licensee of the same or any other provision.

30. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity.

31. **Licensor's Right of Entry.** FilmLA, Licensor and Licensor's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as Licensor may deem necessary or desirable, to protect any and all rights of Licensor and to post such reasonable notices as Licensor may desire to protect Licensor's rights.

32. **Electronic Mail Transmission.** Any executed copies of this Agreement and all related documents may be executed and delivered by electronic mail (email) transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by email shall be a true and correct copy of the original document. All parties hereby agree that when delivery of a document is affected by a email, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

33. **Representations; Warranties.** Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

34. **Governing Law.** This Agreement shall be governed by the laws of the State of California. This License is issued in accordance with the provisions of the Education Code of the State of California.

35. **Notices.** All notices required by this Agreement shall be in writing and delivered to the addresses set forth as follows:

If to FilmLA:

FilmLA
6255 W. Sunset Blvd, 12th Floor
Hollywood, CA 90028
Attn: Paul Audley, President
Email: paudley@filmla.com
Phone: (213) 977-8600

If to Licensor:

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
Attn: Debbie Kukta, Assistant Superintendent of Administrative Services
Email: debbiekukta@burbankusd.org

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending telecopier and a hard copy deposited in the U.S. mail within two (2) days of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. Licensor and Licensee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by Licensor's or Licensee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

36. **Cancellation.** Fees collected for event that have a fully executed license agreement and are cancelled less than 30 days prior to the date of the event, the group will forfeit 100% of all collected fees. Fees collected for events that have a fully executed license agreement that are cancelled more than 30 days prior to the date of the event, the group will forfeit 50% of the collected fees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Licensor and the Licensee have executed this License as of the date set forth above.

LICENSOR

SCHOOL DISTRICT: BURBANK UNIFIED SCHOOL DISTRICT a school district duly organized and existing under the laws of the State of California

Date:_____

By:_____

Name: Debbie Kukta

Title: Assistant Superintendent, Administrative Services

LICENSEE

_____

_____

_____

Date:_____

By:_____

Name:_____

Title:_____

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Secretary
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Ratification of Memorandum of Understanding with the City of Burbank for the Cooperative Use of District High School Swimming Pools and City Swimming Pools

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Background:
For over thirty years, the Burbank Unified School District and the City of Burbank have had joint use agreements for use of each agencies facilities. The joint use agreements have been amended over the years to include additional venues and such. The most current joint use agreement is for the use of the City of Burbank pools for the District's athletic programs which was approved by the Board of Education on December 16, 2021. It was agreed that any future agreement for joint use would be addressed in a separate agreement.

Discussion/Issues:
The Assistant Superintendent of Administrative Services, Debbie Kukta, along with the City have prepared a Memorandum of Understanding for the use of District high school swimming pools and City swimming pools.

Fiscal Impact:

Both the City and the District will pay a user fee payable monthly to reimburese for actual costs and expenses related to the use as shown in Exhibit B of the MOU.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the Memorandum of Understanding with the City of Burbank for the Cooperative Use of District High School Swimming Pools and City Swimming Pools, effective July 1, 2022 through June 30, 2025, with an option for two one-year extensions with prior written agreement, as presented.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BURBANK
AND THE BURBANK UNIFIED SCHOOL DISTRICT
FOR THE COOPERATIVE USE OF
DISTRICT HIGH SCHOOL SWIMMING POOLS AND CITY SWIMMING POOLS

This Memorandum of Understanding ("MOU") is entered into and effective July 1, 2022 ("Effective Date") by and between the City of Burbank, a municipal corporation and charter city ("City"), and the Burbank Unified School District, a body corporate and politic of the State of California ("District"). This MOU is intended to stand alone and not be affected by or have any effect upon any existing agreement between the parties. Collectively, the City and District shall be referred to in this MOU as the "Parties" or each individually as a "Party."

RECITALS

A. The City and District are authorized under the authority of California Government Code Section 6500 et seq. to provide any services jointly for which each may be individually responsible. Under such authority, the parties to the MOU may designate any one of the parties as the agency to administer the program and exercise such powers as may be therein specified.

B. California Education Code sections 10900, et seq., empower the District and City to cooperate with each other and enter into agreements for the purposes of organizing, promoting, and conducting programs for community recreation, and acquiring, constructing, improving, maintaining, and operating recreational centers, including but not limited to such facilities as playgrounds, outdoor playing fields or courts, swimming pools and gymnasiums.

C. Education Code section 10910 provides that the governing body of any school district may use or grant the use of any of the buildings or grounds of the school district to any other public authority for the purpose of organizing, promoting and conducting community recreation whenever such use will not interfere with the use of such facilities for any other purpose of the public school system.

D. On November 7, 2008 the City and District entered into an agreement for the joint use of facilities, and it was later amended (the original agreement and subsequent amendments are collectively referred to herein as the "Agreement"). Agreement determined that any future agreement for the joint use of District-owned and -operated or City-owned and -operated swimming pools shall be addressed in a separate agreement.

E. The City owns and operates two swimming pools, located at McCambridge Recreation Center, 1515 N Glenoaks Blvd, Burbank, CA 91504 ("McCambridge Pool" or "MCP") and 3201 W Verdugo Ave, Burbank, CA 91505 ("Verdugo Pool"). These two pools are collectively referred to herein as the "City Swimming Pools".

F. District owns, manages, and operates a swimming pool located at Burbank High School ("BHS"), which BHS students use for athletic programs. The BHS pool was recently closed for emergency repairs and will likely remain closed through May 2023.

G. District owns, manages, and operates a swimming pool located at the John Burroughs High School ("JBHS"). Both the BHS pool and JBHS pool are collectively referred to herein as the "High School Swimming Pools".

H. The Parties desire to enter into this MOU to allow the District to use either MCP or the Verdugo Pool when the District is unable to use the High School Swimming Pools, as well as allow the City to use the JBHS pool, and the BHS pool, upon its reopening, during times when the City is unable to use the City Swimming Pools.

I. It is the intent of the Parties that City allow District to use MCP until the BHS pool reopens, subject to City use and other regulations as set forth below. Further, it is the intent of the Parties that either Party allows the other to use each other's pools subject to usage priorities as set forth below, when either Party's pools are out-of-service. After such time, the Parties will explore whether continued joint use of the pools could be beneficial to the community.

J. It is in the public interest that the recreational and educational facilities of public agencies be put to the fullest possible use.

K. This MOU is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15301 and 15323 of Title 14, Chapter 3, of the California Code of Regulations ("CEQA Guidelines").

L. The purpose of this MOU is to memorialize the Parties' rights to jointly coordinate and use the Parties respective swimming pools and enhance recreational opportunities for the students and all community members.

Now, therefore, the parties hereby agree as follows:

1. TERM.

This MOU is effective as of the Effective Date and will continue for three (3) years thereafter, with an option for two one-year extensions with prior written agreement between the Parties.

2. FACILITIES SUBJECT TO THIS MOU.

The facilities that are the subject of this MOU are the High School Swimming Pools located at BHS and JBHS (hereinafter, the "High School Swimming Pools") and the City Swimming Pools located at McCambridge Park and Verdugo Park (hereinafter, the "City Swimming Pools"). Reference to the High School Swimming Pools in this MOU shall further include 1) at JBHS: men and women's locker rooms, bathrooms, access to a storage room; 2) at BHS: men and women's locker rooms, bathrooms adjacent to the pool, and access to a storage room. Parking shall not be allowed on District premises, except for parking at the BHS

parking structure. Reference to City Swimming Pools shall further include men and women's locker rooms, bathrooms, and access to a storage room.

3. RIGHT TO USE.

A. The City agrees to grant to the District the use of City Swimming Pools for District aquatics program purposes, which the District requires during renovation of the BHS pool, and which it may require in connection with other District aquatics programs, provided that the use of such facilities or equipment for District aquatics program purposes shall not interfere with the City Swimming Pools' use by the City for community and recreation purposes. City will provide access to the locked City Swimming Pools facilities, including storage areas, locker rooms and restrooms, through its City employees only. District shall not be provided with any keys. City agrees to require a City employee to be present at the hours set forth in Exhibit A whenever the opening and closing of the applicable City Swimming Pool facilities are warranted.

B. The District agrees to grant to the City the use of the High School Swimming Pools, which the City may require in connection with the City organizing, promoting and conducting programs of community, recreation and education objectives, provided that the use of such facility or equipment for community recreation purposes shall not interfere with the High School Swimming Pools' use by the District for public school purposes, or constitute a violation of provisions of the California Education Code or Title V of the Administrative Code of the State of California. City reserves the right to install signs and/or equipment, if required by any outside government entity, in order to use the High School Swimming Pools. If such occurs, City will provide reasonable notice to District prior to any installation. District will provide access to the locked High School Swimming Pool facilities, including storage areas, locker rooms and restrooms, through its employees only. City shall not be provided with any keys. District agrees to require a District employee to be present at the hours set forth in Exhibit A whenever the opening and closing of the applicable High School Swimming Pool facilities are warranted.

4. USE SUBJECT TO RULES AND REGULATIONS.

A. The use of City Swimming Pools pursuant to this MOU shall be granted subject to existing rules and regulations of the City pertaining to the use thereof. Any written rules shall be provided to District within five (5) days of the execution of this MOU, and at least five (5) days after any modifications or changes. Rules relating to the access of City Swimming Pools shall be set forth in writing and delivered to District prior to District's use.

B. The use of the High School Swimming Pools pursuant to this MOU shall be granted subject to existing rules and regulations of the District pertaining to the use thereof. Any written rules shall be provided to City within five (5) days of the

execution of this MOU, and at least five (5) days after any modifications or changes. Rules relating to the access of the High School Swimming Pools shall be set forth in writing and delivered to City prior to City's use.

5. SCHEDULING OF USE.

When extended use of any of the pool facilities subject to this MOU is anticipated, each Party shall provide the other with a proposed schedule, subject to availability of existing programs. In the event such proposed schedules conflict with existing tournaments, playoffs, or other occasional events, such events shall take priority over the other Party's usage. Parties would be notified in writing of such events as soon as possible. City Swimming Pools will not be available to the District during the City's 10-week summer season. City Swimming Pools will not be available during the two-week annual maintenance period set by the City. The City will provide the District a thirty (30) day written notice of any additional planned maintenance not set forth in this MOU.

6. USER FEES.

A. District agrees to pay to the City a user fee ("District User Fee") payable monthly to reimburse the City for its actual costs and expenses related to the District use of City Swimming Pools (the "Direct Costs") in accordance with the costs ("Cost Categories") that are set forth on Exhibit B, attached hereto and incorporated by this reference. This District User Fee is in addition to any joint use agreement fees arising out of the Agreement and is intended to be the only fee related to the cooperative use of the City Swimming Pools. City shall bill District for the District User Fee on or after the last day of each month, and District shall pay City within thirty (30) days of receipt of an invoice. A late fee of three (3) percent of the amount of the outstanding invoice shall apply for any invoice that is not paid within thirty (30) days of receipt by the District. The Parties shall meet periodically to discuss and evaluate the current amount of the District User Fee charged by City, as well as the pool schedules, and shall meet no later than thirty (30) days prior to any proposed District schedule change and/or any proposed District User Fee change. Both Parties shall approve any changes in writing, and if either Party does not approve a proposed change, then it may trigger the Dispute Resolution Process set forth in Section 12 to resolve the dispute. City shall be paid its then Direct Costs at all times of this MOU, and the Parties expect the Direct Costs to vary from time to time. District shall only pay for the actual use of the City Swimming Pools. Should the City need to use a pool on a day which District expects to use the facility, then District shall not pay for any use of the facility for that day, or if only part of a day is affected, then if possible, the District User Fee may be pro-rated.

B. City agrees to pay to the District a user fee ("City User Fee") payable monthly to reimburse the District for its actual costs and expenses related to the City use of High School Swimming Pools (the "Direct Costs") in accordance with the costs ("Cost Categories") that are set forth on Exhibit B, attached hereto and

incorporated by this reference. This City User Fee is in addition to any joint use agreement fees arising out of the Agreement and is intended to be the only fee related to the cooperative use of the High School Swimming Pools. District shall bill City for the City User Fee on or after the last day of each month, and City shall pay District within thirty (30) days of receipt of an invoice. A late fee of three (3) percent of the amount of the outstanding invoice shall apply for any invoice that is not paid within thirty (30) days of receipt by the City. The Parties shall meet periodically to discuss and evaluate the current amount of the City User Fee charged by District, as well as the pool schedules, and shall meet no later than thirty (30) days prior to any proposed City schedule change and/or any proposed City User Fee change. Both Parties shall approve any changes in writing, and if either Party does not approve a proposed change, then it may trigger the Dispute Resolution Process set forth in Section 12 to resolve the dispute. District shall be paid its then Direct Costs at all times of this MOU, and the Parties expect the Direct Costs to vary from time to time. City shall pay for the actual use of the High School Swimming Pools. Should the District need to use a pool on a day which City expects to use the facility, then City shall not pay for any use of the facility for that day, or if only part of a day is affected, then if possible, the City User Fee may be pro-rated.

7. GENERAL MAINTENANCE AND UTILITIES OBLIGATIONS.

A. Regular maintenance of the City Swimming Pools as a result of normal wear and tear shall be the obligation of the City. City shall perform all maintenance of the City Swimming Pools so that the facilities are kept clean and safe, and in compliance with all laws required for the operation of public pools including but not limited to those required by the County of Los Angeles Department of Public Health.. Maintenance shall include, but not be limited to, custodial services, maintenance of any theft or vandal, graffiti removal, repair and replacement of lights, fixtures; and the wages and salaries for any employees, contractors or consultants used to maintain the facilities. Except as stated otherwise, City shall pay for all necessary utilities associated with use of the City Swimming Pools.

B. Regular maintenance of the High School Swimming Pools as a result of normal wear and tear shall be the obligation of the District. District shall perform all maintenance of the High School Swimming Pools so that the facilities are kept clean and safe, and in compliance with all laws required for the operation of public pools including but not limited to those required by the County of Los Angeles Department of Public Health. Maintenance shall include, but not be limited to custodial services, maintenance of any theft or vandal, graffiti removal, repair and replacement of lights, fixtures; and the wages and salaries for any employees, contractors or consultants used to maintain the facilities. Except as stated otherwise, District shall pay for all necessary utilities associated with use of the High School Swimming Pools.

8. REPAIR OF DAMAGE.

A. The District shall repair, or cause to be repaired, or shall reimburse the City for the cost of repairing damage done to the City Swimming Pools caused by the District.

B. The City shall repair, or cause to be repaired, or shall reimburse the District for the cost of repairing damage done to the High School Swimming Pools caused by the City.

9. PERSONNEL TO BE ASSIGNED BY CITY.

When utilizing the High School Swimming Pools pursuant to this MOU, the City shall at all times furnish a qualified lifeguard for the proper conduct and supervision of the activity. The City will provide a qualified lifeguard for any use of the City Swimming Pools under this MOU.

10. GENERAL INDEMNIFICATION.

A. District Indemnification of City and Assumption of Risk.

District assumes all risks of injury or damage to its agents, employees and/or participants which occur during its use of the City Swimming Pools pursuant to this MOU, including liability created or otherwise related to an alleged dangerous condition of public property. District assumes all liability for any injuries, damages, claims, demands, causes of actions that occur during the District's use of the City Swimming Pools under this MOU including liability created or otherwise related to an alleged dangerous condition of public property. To the maximum extent permitted by law, District agrees to hold harmless, defend, and indemnify City, its Council members, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss, or damages regardless of fault or cause, by anyone whomsoever (except to the extent that such injury, death, loss, or damage was due to the negligent or willful acts or omissions of City, its Council members, agents, officers, employees, volunteers and representatives), whenever such injury, death, loss, damage, or claim is a consequence of, or arises out of, or is incidental to, the use by the District of the City Swimming Pools. District's duty to indemnify City shall survive the expiration or other termination of this MOU.

The obligation to defend the City shall occur upon the filing of any claim and shall not be dependent on the establishment of any negligence on the part of the City or District. District further acknowledges that prior to District's use of the City Swimming Pools it will inspect the areas that it intends to use to determine if those facilities are safe for the intended use.

B. City Indemnification of District and Assumption of Risk.

City assumes all risks of injury or damage to its agents, employees and/or participants which occur during its use of the High School Swimming Pools pursuant to this MOU, including liability created or otherwise related to an alleged dangerous condition of public property. City assumes all liability for any injuries, damages, claims, demands, causes of actions that occur during the City's use of the High School Swimming Pools under this MOU including liability created or otherwise related to an alleged dangerous condition of public property. To the maximum extent permitted by law, City agrees to hold harmless, defend, and indemnify District, its Board members, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss, or damages regardless of fault or cause, by anyone whomsoever (except to the extent that such injury, death, loss, or damage was due to the negligent or willful acts or omissions of District, its Board members, agents, officers, employees and representatives), whenever such injury, death, loss, damage, or claim is a consequence of, or arises out of, or is incidental to, the use by the City of the High School Swimming Pools. City's duty to indemnify District shall survive the expiration or other termination of this MOU.

The obligation to defend the District shall occur upon the filing of any claim and shall not be dependent on the establishment of any negligence on the part of the City or District. City further acknowledges that prior to City's use of the High School Swimming Pools it will inspect the areas that it intends to use to determine if those facilities are safe for the intended use.

11. INSURANCE.

A. Each Party shall maintain for the term of this MOU Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of the Party's operations, assumed liabilities or use of the High School Swimming Pools and City Swimming Pools, including a Broad Form Commercial General Liability endorsement covering the insuring provisions of this MOU and the performance by the Parties of the indemnity agreements set forth in Section 10 of this MOU, written on the basis of occurrence, for limits of liability not less than:

Bodily Injury and Property Damage	$1,000,000 each occurrence and $2,000,000 aggregate
Liability	$1,000,000 annual aggregate and $2,000,000 aggregate
Personal Injury Liability	$1,000,000 each occurrence $2,000,000 annual aggregate

B. All policies maintained by each Party required by this MOU will name the other Party as an additional insured, entitling it to recover under such policies. All such policies maintained shall provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to the other Party. All policies required above will be written as primary policies, not contributing with and not supplemental to the coverage that the other Party to this MOU may carry. Certificates of insurance, together with originals of the endorsements that name the appropriate Party as an additional insured, will be delivered to the other Party within ten (10) days from the commencement of the term of this MOU.

C. Such insurance shall be issued by an insurance company having a rating of not less than A- in A.M. Best's Insurance Guide or which is otherwise acceptable to the District and licensed to do business in the State of California. In lieu of insurance policies, each Party agrees to accept self-insurance certificates issued by the other Party or issued by a California joint powers authority formed to provide insurance to local public agencies that contains all of the insurance required in this Section 11.

12. DISPUTE RESOLUTION PROCESS.

In the event any dispute exists as to the use of the High School Swimming Pools or the City Swimming Pools, the District's Superintendent and the City Manager shall meet to attempt to resolve the matter, and if they are unable, then the matter shall be brought to the District Board and to the City Council.

13. COOPERATION.

Each Party shall cooperate with the other and shall assist the other in the performing the provisions of this MOU. City gives District the right, and District gives City the right, to enter its property as needed in furtherance of this MOU.

14. NO THIRD-PARTY RIGHTS.

Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this grant on any persons other than the Parties hereto and their respective successors, nor is anything in this grant intended to relieve or discharge the obligations or liability of any third persons to any Party to this MOU, nor shall any provision give any third persons any right or subrogation action over or against any Party to this MOU.

15. SEVERABILITY.

If any provision of this MOU, or the application of such provision to any Party or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU, or the application of such provision to such Party or circumstance other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

16. GOVERNING LAW.

This MOU shall be governed by and construed and interpreted in accordance with the laws of the State of California**.**

17. <u>COMPLIANCE WITH LAWS.</u>

At all times, each Party shall, in all activities undertaken pursuant to this MOU, comply with all applicable laws.

18. <u>NONDISCRIMINATION.</u>

Each Party covenants that there shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the High School Swimming Pools and City Swimming Pools, nor shall any Party or any person claiming under or through such Party , establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of third Parties involved in the High School Swimming Pools and City Swimming Pools.

19. <u>BREACH OF THE MOU.</u>

If any Party defaults in the performance of any of the material terms or conditions of this MOU, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting Party fails to cure its default within such period of time, the non-defaulting Party shall have the right, notwithstanding any other provision of this MOU, to terminate this MOU without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this MOU, the uncured default constituting good cause for termination. This failure of a Party to object to any default in the performance of the terms and conditions of this MOU shall not constitute a waiver of either that term or condition or any other term or condition of this MOU.

20. Right to Terminate.

Notwithstanding the foregoing, either Party will each have the right to terminate this MOU at any time upon delivery to the other party of at least 90 days' written notice of the terminating party's election to do so, and the MOU will terminate on the termination date set forth in any such notice.

District and City may provide notice of any default or breach by email or otherwise in writing to the following addresses:

District:

Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506-2460

City:

Director of Park, Recreation and Community Services
City of Burbank
275 E. Olive Ave.
Burbank, CA 91502

The District shall provide the City, and the City shall provide the District, with the name and telephone number of the City and District employee(s), who should be contacted in the event locking or unlocking of facilities is needed, water chemistry changes are required, or other immediate assistance is needed.

21. NO PARTNERSHIP.

Nothing contained in this MOU shall be deemed or construed as creating a partnership, joint venture or fiduciary relationship between the Parties to this MOU or between any Party and any third Party, or cause any of the Parties hereto to be responsible in any manner for the debts or obligations of any other, or any third Party.

22. NO ASSIGNMENT.

This MOU, nor any Party of it nor any right or obligation arising from it, shall be assigned without the express written consent of the Parties, and such consent may be withheld in the non-consenting Party's sole and absolute discretion.

23. WAIVER.

No failure on the part of the City or District to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

24. BINDING EFFECT.

This MOU shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

25. FURTHER ASSURANCES.

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this MOU, subject to the approval of the Superintendent, Legal Counsel for the District, City Manager, and the City Attorney.

26. DANGEROUS CONDITIONS.

Either Party shall immediately report any defects or dangerous conditions found at any of the swimming pools that are subject to this MOU. In addition, immediate repair, replacement or protection of the property shall be made by the Party who has exclusive or priority use of the area. In the case of a swimming pool that is subject to this MOU, the Party discovering the dangerous condition shall secure the area and condition to avoid injury to persons and further damage to the swimming pool area, and make the necessary repairs.

27. CONSTRUCTION.

This MOU has been negotiated by the Parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and without strict construction in favor of or against any Party.

28. ENTIRE AGREEMENT.

This MOU constitutes the entire understanding of the Parties and shall supersede any and all other prior agreements that are in conflict with this MOU, whether written or oral, regarding the subject hereof.

29. ACCEPTANCE AND SUITABILITY OF THE PREMISES.

The Parties acknowledge that neither Party nor any agent of either Party has made any representation or warranty with respect to the High School Swimming Pools and City Swimming Pools or the suitability or fitness thereof for the conduct of the other Party's use. The taking of possession or use of the swimming pools subject to this MOU by the other Party for any purpose shall conclusively establish that those swimming pools were then in satisfactory condition.

30. INSPECTION PRIOR TO USE OF HIGH SCHOOL SWIMMING POOLS AND CITY SWIMMING POOLS.

Each Party hereby acknowledges and represents that whichever party uses the other Party's swimming pools that are subject to this MOU has and will inspect those swimming pools prior to each use, and shall decide whether to use the swimming pools in its then present condition. If one Party's swimming pools are used by the other Party, then those swimming pools are to be used AS IS in the condition existing upon inspection. If the inspection concludes that the swimming pools are for any reason unsafe or otherwise unsuitable for use by the Party, then that Party shall not use the swimming pools, but instead shall notify the other Party immediately. Each Party agrees to maintain their swimming pools in good and sanitary order and repair. Upon the expiration of termination of the use of the swimming pools, each Party agrees to surrender

the swimming pools in good and sanitary order, condition and repair; reasonable wear and tear excepted.

31. AMENDMENTS.

This MOU can only be amended by a writing duly authorized and signed by both Parties.

32. SEVERABILITY.

If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

33. AUTHORITY TO IMPLEMENT.

The City shall maintain authority of this MOU and the authority to implement this MOU through the City Manager (or his or her duly authorized representative). The District shall maintain authority of this MOU and the authority to implement this MOU through the Superintendent (or his or her duly authorized representative).

34. APPROPRIATIONS.

A. The payment of any obligations of the District described in this MOU is subject to the annual appropriation of funds for said payments by the Board of Education. This provision does not affect any obligation of the District for payment of funds attributable to a fiscal year for which an annual budget has been approved. If appropriations are not made, then this MOU shall automatically terminate.

B. The payment of any obligations of the City described in this MOU is subject to the annual appropriation of funds for said payments by the City Council. This provision does not affect any obligation of the City for payment of funds attributable to a fiscal year for which an annual budget has been approved. If appropriations are not made, then this MOU shall automatically terminate.

35. EMPLOYEES

A. For purposes of this MOU, all persons employed by the City in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City.

B. For purposes of this MOU, all persons employed by the District in the performance of

services and functions for the District shall be deemed District employees and no District employee shall be considered as an employee of the City under jurisdiction of the City, nor shall such District employees have any City pension, civil service, or other status while an employee of the District.

IN WITNESS WHEREOF, the District and City have executed this MOU as of the day and year first above written.

"CITY"

City of Burbank, a municipal corporation
and charter city

By:_____ Date:_____
Justin Hess, City Manager

Attest:

_____
Zizette Mullings, CMC, City Clerk

Approved as to Form
Joseph McDougall, City Attorney

By:_____ Date:_____
Iain MacMillan, Sr. Asst. City Attorney

“DISTRICT”

Burbank Unified School District, a body
corporate and politic of the State of California

By:_____ Date:_____
Matt Hill, Superintendent of Schools

EXHIBIT A – POOL AVAILABILITY

High School Swimming Pools Availability

The Joint Use Committee will meet and review pool scheduling for subsequent years ahead of the start of each school year.

The schedule of use will coincide with the District's instructional calendar.

Summer Schedule

BHS: (Unavailable until repair work completed – possibly until January 2024);

Monday – Friday	7:00 a.m. – 2:30 p.m.
Wednesday & Thursday	6:30 p.m. – 9:00 p.m.
Saturday & Sunday	7:00 a.m. – 9:00 p.m.

JBHS:

Monday – Friday	12:00 p.m. – 9:00 p.m.
Saturday & Sunday	7:00 a.m. – 9:00 p.m.

School Year Schedule

BHS:

Monday – Friday	7:00 p.m. – 9:00 p.m.
Saturday & Sunday	7:00 a.m. – 9:00 p.m.

JBHS:

Monday – Friday	6:00 a.m. – 7:30 a.m.
Saturday & Sunday	7:00 a.m. – 9:00 p.m.

All usage is subject to District tournaments, playoffs, and other District-sponsored events.

City Swimming Pools Availability

City Swimming Pools' will not be available to the District during the City's 10-week summer season.

City Swimming Pools' will not be available during the two-week annual maintenance period scheduled for:

McCambridge Pool
December 19 – December 30, 2022
December 18 – December 29, 2023

December 16 – December 27, 2024
December 15 – December 26, 2025
December 14 – December 25, 2026

Verdugo Aquatic Facility
August 15 – August 26, 2022
August 14 – August 25, 2023
August 12 – August 23, 2024
August 18 – August 29, 2025
August 17 – August 28, 2026

EXHIBIT B – BREAKDOWN OF DIRECT COSTS

DISTRICT USER FEE – BREAKDOWN OF DIRECT COSTS

DESCRIPTION	HOURLY COST
Hourly Lifeguard Cost	$ 30.43
Labor for Maintenance of Pool Operation	$ 18.75
Chemical Supplies and Maintenance Material	$ 6.67
TOTAL DIRECT COST PER HOUR	$ 55.85

CITY USER FEE - BREAKDOWN OF DIRECT COSTS

DESCRIPTION	HOURLY COST
Pool Maintenance Custodian	$ 13.58
Custodial Support	$ 35.00
Chemicals	$ 3.48
TOTAL DIRECT COST PER HOUR	$ 52.06

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Assistant
DATE:	July 21, 2022
SUBJECT:	Award of Contract, Tech-Well, Supply and Install Tackable Fabric Wrapped Panels and Whiteboards in All Classrooms, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project"), including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District received a proposal dated September 8, 2021 from Tech-Wall, to supply and install tackable fabric wrapped panels and whiteboards in each room of the new classroom building at Disney Elementary School.

Fiscal Impact:
$39,780 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education award a contract between Burbank Unified School District and Tech-Wall for supplying and installing tackable fabric wrapped panels and whiteboard for the classrooms for the Two-Story Modular Building Project at Walt Disney Elementary School, effective July 22, 2022 through July 21, 2023, not to exceed $39,780 (213-00000.0-91008-85000-6250-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

TECH-WALL
Acoustical & tackable
Wallcovering Surfaces

Acoustical / Tackable
SPECIALISTS
Since 1989

September 8th 2021

TECH -WALL proposes to furnish the necessary labor and materials on the following project:

Walt Disney Elementary School- 1220 W Orange Grove Ave, Burbank, CA 91506

Supply and install tackable fabric wrapped panels and markerboards

Bid total 39,780

Scope of work: Install ½" tackable fabric wrapped panels and 13 markerboards.

Supply and Install Tack Boards: Approximately 250yd of fabric in 10 rooms spanning ~2,300 total square feet using ½" smartcore and track system. Panel to begin 3' AFF spanning full width of the fabric unless otherwise instructed. Fabric color to be Dashing in Polished Slate.

Supply and Install Marker Boards: Supply and Install total of 13 markerboards in 10 classrooms- 1 markerboard in each typical classroom (8 rooms total), 3 in room 15 and 2 in room 16. Markerboards to be full width 4'x8' unless otherwise instructed or not possible due to room dimensions.

Marker boards to be made from 1/2 particle board core material with 24-gauge porcelain enamel steel white finish. Panel backing to be 0.005 aluminum foil, with clear anodized aluminum trim, continuous standard pen Tray

Notes: All materials are readily available.

Exclusions: Does not include panels on entry walls around doors except in offices 15a, 15b and 16a.

We are a UNION company ***We are Small Business Certified***

Small Business Certified #36116	License # 599057	DIR # 1000004150
Addendum's noted: N/A	Alternates affecting this bid - None	For bond add 2% to bid
Bid price good for 30 days	Plan Revision: N/A	TW Job #

This bid sheet is to be included in the contract

www.tech-wall.com
4564 Telephone Rd Suite 802 Ventura, CA 93003 (805) 642-7600 FAX (805) 642-0330

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Senior Administrative Secretary
DATE:	July 21, 2022
SUBJECT:	Amendment No.2 of the Agreement for Professional Services, Cintas, District-Wide Dust Mop Cleaning Treatment (General Fund)

Background:
In an effort to create a consistent schedule of cleaning and distributing dust mops to clean the sites throughout the District, quotes were collected from several vendors to compare quality and fiscal impact. Cintas was chosen based on reviews, low cost, and availability to work with District needs.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
Cintas has a pre-negotiated PWCPS piggy-back agreement, effective 12/13/2018 to 10/31/2023, that allows for unit prices to be consistent without increasing during the agreed term. Cintas is scheduled to pick up and drop off dust mops monthly to be distributed to all the sites in the District. Service will be renewed annually until piggy-back agreement expires.

Fiscal Impact:
$9,473.28 (General Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and Cintas for the monthly cleaning and delivery of dust mops district-wide, not to exceed $9,473.28 (01.0-00100.0-00000-82100-5631-752-1000) general fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: Due to raising costs for key inputs like Labor, Water, and Fleet, Cintas' costs have all increased substantially in the last three years. As a result, Cintas negotiated a 5.4% pricing adjustment with their Lead Public Agency Prince William County Public Schools for the OMNIA relationship on all business lines in

accordance with the Master Agreement. This amendment increases the originally contracted amount of $8,240 to $9743.28 annually.

FACILITIES SOLUTIONS AGREEMENT

Location No. 52K
Contract No. 210577969
Customer No. 16435959
Main Corporate Code → **New CC 13218**

Date 6/21/22

Customer/Participating Agency Burbank USD Phone 818-729-4533

Address 510 S. Shelton St City Burbank State CA Zip 91506

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date from 7/1/22 to 6/30/25, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem $N/A ea • Company Emblem $N/A ea
- Customer Emblem $N/A ea • Embroidery $N/A ea
- COD Terms $N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ $_____Ea.
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ $_____Ea.
- Minimum Charge $35.00 per delivery.
- Make-Up charge $N/A per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $N/A per garment.
- Seasonal Sleeve Change $N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $N/A

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $N/A per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	X1045	60" MOP FRAME	MONTHLY	ANY	0.00
	X1946	24" MOP FRAME	MONTHLY	ANY	0.00
	X2570	24" DUST MOP	MONTHLY	ANY	2.213
	X2610	60" DUST MOP	MONTHLY	ANY	4.163

*Indicated bundled items/services

____ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

____ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

____ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: 52K Please Sign Name_____

By: Dion Portman Please Print Name _____

Title: Branch Manager Please Print Title_____

Accepted-GM: _____ Email_____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Monthly Price Quote

	7/8/2022
Customer	Burbank USD
Address	510 S Shelton St
	Burbank, CA 91506
Phone	

Facilities Services

Item	Service Level	Current Price	Quantity	
24'Dust Mops	Monthly	2.21	210	$ 464.73
60' Dust Mops	Monthly	4.16	78	$ 324.71
Total				$ 789.44

Total From Facility Section	$ 789.44
Total From Uniform Services	
Service Charge	$ -
Estimated AnnualTotal	$ 9,473.28

Note: Proposals are estimates only and actual pricing may vary.