BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, November 21, 2024

5:00 p.m. - Closed Session
6:00 p.m. - Open 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/Btxm8Md3fCRmCY6D9 3pm on Wednesday, November 20th. 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 5:30 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 the day before, 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 would like to make a Public Comment and require Spanish, Armenian, or ASL translation, please email cindyquiterio@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 960014737, 960036980 and 960042603

3.b Conference with Labor Negotiator, Pursuant to Government Code §54957.6
Agency Negotiator: Andrew Cantwell, Assistant Superintendent, Administrative Services
Employee Organization: Burbank Teachers Association (BTA)

3.c Conference with Labor Negotiator, Pursuant to Government Code §54957.6
Agency Negotiator: Sarah Rudchenko, Assistant Superintendent, Human Resources
Employee Organization: California School Employees Association (CSEA) Chapter 674

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

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

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. REPORTS FROM THE BOARD AND STAFF

8.a Student Representatives
Vivian Muñoz; Monterey High School, Lala Nestor, John Burroughs High School, and Rose Ilangesyan; Burbank High School, will report on activities at their respective schools.

8.b Burbank Teacher's Association (BTA), California School Employees Association (CSEA), Burbank Association of School Administrators (BASA)
Nicole Drabecki; BTA President, Laura Bauman, CSEA President, and Laura Flosi, BASA President will report on association business.

8.c Reports from the Superintendent
John Paramo, Superintendent will report on items of interest to the Board of Education and the community.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications on Agenda Items and on Any Subject Within the Jurisdiction of the School Board
An individual or group representative may address the Board of Education on items on the agenda and on any subject within its jurisdiction 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 total may be allotted to each speaker, except by unanimous consent of the Board of Education. The president of the Board of Education has the discretion to prioritize speakers with precedence given to students and employees. The Superintendent may refer the matter to

the proper department for review.

9.b Superintendent's Comments
John Paramo, Superintendent, will respond to public comment.

9.c Board Members' Responses
Board Members will respond to public comment.

10. NEW AND/OR UNFINISHED BUSINESS

10.a Adoption of Resolution 14 – Declaring Intent to Negotiate Community Workforce Agreement
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 14 - Declaring Intent to Negotiate a Community Workforce Agreement, as presented.

Resolution 14 - Resolution of Intent 112124.pdf

10.b Adoption of Resolution 15 - Proclaiming the month of November, 2024, as Youth and Families in Transition Awareness Month
Julie Markussen, Director of Student Services, recommends that the Board of Education adopt Resolution 15, proclaiming the month of November, 2024, as Youth and Families in Transition Awareness Month, as presented.

Youth and Families in Transition Resolution.pdf

10.c Acceptance of Notice of Completion, E-Rate Technology UPS Replacements Project, NTT America Solutions, Inc. (Bond Funds)
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: E-Rate Technology UPS Replacements Project, by NTT America Solutions, Inc. (21.3-00000.0-93000-85000-6249/6449-7730000), PO 23004824, not to exceed $104,481.25, as presented.

NOC_NTT_ERate UPS Replacements Project_112124.pdf

10.d Approval of Updated Plan for Learning Recovery Emergency Block Grant for 2024-2025
Andrew Cantwell, Assistant Superintendent, recommends that the Board of Education approve the plan for the District's Learning Recovery Emergency Block Grant, effective November 22, 2024, through June 30, 2027.

Approval LREBG Plan 112124.pdf

10.e Approval of Amendment to Section 125 Flexible Benefit Plan
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Amendment to Section 125 Flexible Benefit Plan, as presented

in the Sample Plan Document Section 125 Flexible Benefit Plan, as presented.

Approval of Amendment Section 125 Flexible Benefit Plan.pdf

10.f Approval of Burbank Unified School District Workplace Violence Prevention Program (WVPP)
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Burbank Unified School District Workplace Violence Prevention Program (WVPP), as presented.

Approval of Burbank Unified School District Workplace Violence Prevention Program (WVPP).pdf

10.g Approval of Pasadena City College (PCC) Teacher Aide Apprenticeship Program
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Pasadena City College (PCC) Teacher Aide Apprenticeship Program, as presented.

Approval of Pasadena City College (PCC) Teacher Aide Apprenticeship Program.pdf

10.h Approval of Revised Agreement Between Burbank Unified School District and YMCA of Metropolitan Los Angeles
Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and the YMCA of Metropolitan Los Angeles, to provide child care services, effective January 1, 2025 through June 30, 2026, and the authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented

Board Item YMCA Horace Mann Agreement 11 21 24 (2).pdf

10.i Approval of Revised Agreement with Name Change to YMCA of Metropolitan Los Angeles for Expanded Learning Programs

Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and YMCA of Metropolitan Los Angeles to provide services for the 2024 – 2025 Expanded Learning Programs, not to exceed $900,000 (01.0-26000.0-11100-10012-5810-5480000 from the fiscal year 2024-2025); and $36,000 (01.0-26000.0-11100-10000-5110-5480000 from the fiscal year 2025-2026) effective January 1, 2025, through July 31, 2025, and that authority to sign this agreement be exercised pursuant to BUSD-AR 3314, as presented.

Board Item YMCA ELOP Programs 11 21 24.pdf

10.j Acceptance of Gifts
John Paramo, 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 112124.pdf

11. CONSENT AGENDA

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

11.a Action on Final Settlement Agreement (Special Education)
Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960014737, total not to exceed $211,874.49, (01.0-65000.0-50010-36000-5813-7440000), July 2024 through October 31, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960014737 Settlement Agreement.docx (1).pdf

11.b Action on Final Settlement Agreement (Special Education)
Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960036980, total not to exceed $24,000, (01.0-65000.0-50010-36000-5813-7440000), June 2022 through December 31, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960036980 Settlement Agreement.pdf

11.c Approval of the 2024-2025 Purchase Order Report
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve purchase orders for 2024-2025 as listed through October 28, 2024, as presented.

2024-2025 PURCHASE ORDER REPORT.pdf

11.d Approval of John Burroughs High School Boys Volleyball (Overnight) Field Trip
Oscar Macias, Interim Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the John Burroughs High School Boys Volleyball (Overnight) Field Trip request to participate in the La Jolla High School Beach Cities Tournament in La Jolla, CA from Friday, March 21, 2025 through Saturday, March 22, 2025, as presented.

JBHS Boys Volleyball Extended Overnight Field Trip 11 21 25.pdf

11.e Approval of Award of Contract, Dave Bang & Associates Inc., Furnish and Install Rubber Surfacing in Playground Areas, William McKinley Elementary School and Robert Stevenson Elementary School (Bond Fund)
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the contract between Burbank Unified School District and Dave Bang & Associates Inc., to Furnish and Install Rubber Surfacing in Playground Area at William McKinley Elementary School and Robert Stevenson Elementary School, effective November 22, 2024 through November 21, 2025, not to exceed $59,751.92 (21.3-00000.0-91006-85000-6250-2150000) and $101,954.34 (21.3-00000.0-91006-85000-6250-2090000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Dave Bang_Mck_Stev_Bond.pdf

11.f Ratification of Agreement for Consultant Services with Covelo Group Inc.
Julie Markussen, Director, Student Services, recommends that the Board of Education ratify the agreement for consultant services between the Burbank Unified School District and Covelo Group Inc. to provide other health services on an "as needed" basis when other qualified staff are not available effective November 5, 2024 through June 30, 2025, not to exceed $50,000 (01.0-00000.0-11100-10000-5810-7452000), and that the authority to sign the agreement be exercised pursuant to BUSD/AR 3314, as presented.

Board Memo-Covelo 24-25 wCA.docx.pdf

11.g Acceptance of Notice of Completion, Montgomery Hardware Company, Furnish and Install Security Upgraded Hardware, Dolores Huerta Middle School, Thomas Jefferson Elementary School and Joaquin Miller Elementary School (Bond Fund)
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Furnish and Install Security Upgraded Hardware at Dolores Huerta Middle School, Thomas Jefferson Elementary School and Joaquin Miller Elementary School, PO 25000391, 25000390 and 25000505, not to exceed $382,317.30 (213-00000-0-91013-85000-6250-321-0000-0000), $210,720.47 (213-00000-0-91013-85000-6250-206-0000-0000), and $200,872.23 (213-00000-0-91013-85000-6250-210-0000-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_MONTGOMERY_HUERTA _JEFFERSON_MILLER_BOND.pdf

11.h Approval of Award of Contract, AMB Group Inc., Bid 2324-035-09, Kitchen Infrastructure at Various Sites (KIT Fund)
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the contract between Burbank Unified School District and AMB Group Inc., for Kitchen Infrastructure upgrades at Various Sites, effective November 22, 2024 through November 21, 2025, not to exceed $1,178,000 (01.0-81500.0-00000-85000-6250-3100000) KIT Fund 2022, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_AMB Group_Varisous Sites_KIT.pdf

11.i Amended Agreement for Professional Services (Special Education)
Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and New Mediscan II, LLC dba Cross Country Education, to provide a school psychologist to support individualized education plan mandated counseling services and assessments, not to exceed $166,320(01.0-65000.0-57602-11900-5850-7440000), effective August 20, 2024 through May 22, 2025 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
Note: The original approval date was September 19, 2024 for a total not to exceed $73,040. This amendment extends the end date through May 22, 2025 for an increase of $93,280. The new not to exceed amount is $166,320.

SPED Professional Services New Mediscan_Amendment.pdf

11.j Approval of Award of Contract, Hart Design Build Inc., Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187), Burbank High School (Capital Outlay)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the contract between Burbank Unified School District and Hart Design Build Inc., for Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187) at Burbank High School, effective November 22, 2024 through November 21, 2025, not to exceed $4,990,000 (40.0-90329-0-00000-85000-6250-4310000) Capital Outlay, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Hart_BHS_Capital.pdf

11.k Approval of Deductive Change No.1, Hart Design Build Inc., Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187), Burbank High School (Capital Outlay)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approved deductive change order No.1 to the agreement between Burbank Unified School District and Hart Design Build Inc., for Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187) at Burbank High School, effective November 22, 2024 through November 21, 2025, not to exceed $4,990,000 (40.0-90329-0-00000-85000-6250-4310000) Capital Outlay, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

DCO1_Hart_BHS_Capital.pdf

11.l Approval of Instructional Consultant Services

Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the instructional consultant services for on-site student learning support and staff development and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

Approval of Instructional Consultant Svcs 112124.pdf

11.m Approval of Non-Instructional Consultant Services

Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the non-instructional consultant services to support the school and/or District goals and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

Approval of Non-Instructional Consultant Svcs 112124.pdf

11.n Ratification of Agreement for Instructional Consultant Services

Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education ratify the instructional consultant services for on-site student learning support and staff development and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

Ratification Agreement Instructional Consultant Svcs 112124.pdf

11.o Ratification of Agreement for Professional Services
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an Agreement between the Burbank Unified School District and Concentra. to provide occupational health services in the form of pre-employment screenings, fit-for duty physicals, and first aid only examinations to cover the period of July 1, 2024–June 30, 2025 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Concentra 2024-2025 112124.pdf

11.p Ratification of Agreement for Professional Services
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Shaw HR Consulting, Inc., to perform services related to the district's disability management program, not to exceed $35,000 (01.0-90335.0-00000-27000-5880-7558000) effective July 1, 2024 through June 30, 2025 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Shaw HR Consulting 2024-2025 112124.pdf

11.q Ratification of Agreement for Non-Instructional Consultant Services
Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education ratify the non-instructional consultant services to support the school and/or District goals and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

Ratification Agreement Non-Instructional Consultant Svcs 112124.pdf

11.r Ratification of University Agreement- California State Polytechnic University, Pomona
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education ratify the University Agreement between the Burbank Unified School District and California State Polytechnic University, Pomona to provide educational field experience, effective October 1, 2024 through until terminated three (3) years on June 30, 2027, and that authority to sign the Agreement be exercised pursuant to BUSD--AR 3314, as presented.

Ratification of University Agreement-California State Polytechnic University, Pomona.pdf

11.s Approval of Personnel Report Number 24-25-09
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 24-25-09, covering Certificated and Classified personnel, and consisting of Pages 1 to 13 inclusive, as presented.

Personnel Report 24-25-09.pdf

11.t Approval of PlanetBids Software Agreement
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and PlanetBids to subscribe to this software service, together with setup, implementation and

training on a five-year term, effective December 1, 2024 through November 30, 2029, not to exceed $162,981.55, (21.3-00000.0-92000-85000-5890-7400021) and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

PlanetBids Agreement 112124.pdf

12. REPORTS FROM BOARD MEMBERS

12.a Reports from Board Members
Board of Education members will report on items within the jurisdiction of the Board.

13. ADJOURNMENT

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Andrew Cantwell, Assistant Superintendent, Administrative Services
SUBMITTED BY:	Terri Ramirez-Adams, Senior Administrative Secretary
DATE:	November 21, 2024
SUBJECT:	Adoption of Resolution 14 – Declaring Intent to Negotiate Community Workforce Agreement

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Background:

At the Board Meeting on November 7, 2024, a Board Member requested a future agenda item to discuss and potentially adopt a resolution of intent to enter into a Community Workforce Agreement based on the passage of Facility Bond Measure ABC on November 5, 2024.

Discussion/Issues:

Community workforce agreements are a type of contract between a construction project owner and building trade unions designed to govern, for example, project work rules, wages, benefits, and dispute resolution processes for workers on one or more projects. These agreements can promote and further the public interest on public construction projects by (1) preventing potentially costly project delays by reducing work stoppages, strikes, slowdowns and other job actions through a binding and cost effective dispute resolution procedures; (2) enhancing construction quality by providing access to, and continued availability of, skilled craft workers; (3) providing a continuing source of qualified workers through the use of apprenticeship programs; and (4) helping ensure appropriate worker wages, healthcare benefits and pension benefits; and (5) the community can further benefit from such an agreement by providing preference to local workers who live in or around the District boundaries, in addition to providing for opportunities for local small businesses to participate in Bond Measure Facility Projects.

Financial Impact:

None

Recommendations:

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education adopt Resolution 14 - Declaring Intent to Negotiate a Community Workforce Agreement, as presented.

RESOLUTION NO. 14

RESOLUTION OF THE BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT DECLARING INTENT TO NEGOTIATE A COMMUNITY WORKFORCE AGREEMENT

WHEREAS, the Burbank Unified School District ("District"), in Los Angeles County ("County"), State of California ("State"), is committed to providing quality and innovative education programs to its students, which includes providing high quality facilities and learning environments for use by students, parents, staff and community partners; and

WHEREAS, in furtherance of this commitment, the District's Board of Education ("Board"), by unanimous vote on April 18, 2024, adopted Resolution No. 35 ordering a school bond election held in the District on November 5, 2024 for the purpose of asking District voters to authorize the issuance of bonds, the proceeds of which will be used to finance the construction, reconstruction, modernization, renovation and expansion of District facilities ("Facility Projects") in furtherance of this commitment ("Bond Measure"); and

WHEREAS, the timely and cost-effective completion of the Facility Projects using the Bond Measure funds is critical to the District's continued provision of high quality and innovative educational programs to students; and

WHEREAS, after the passage of the Bond Measure, the Board desires and intends to move forward with the Facility Projects in the most expeditious and effective manner possible to support, benefit and enhance the District's educational programs; and

WHEREAS, community workforce agreements are a type of contract between a construction project owner and building trade unions designed to govern, for example, project work rules, wages, benefits, and dispute resolution processes for workers on one or more projects; and

WHEREAS, community workforce agreements can promote and further the public interest on public construction projects by (1) preventing potentially costly project delays by reducing work stoppages, strikes, slowdowns and other job actions through a binding and cost effective dispute resolution procedures; (2) enhancing construction quality by providing access to, and continued availability of, skilled craft workers; (3) providing a continuing source of qualified workers through the use of apprenticeship programs; and (4) helping ensure appropriate worker wages, healthcare benefits and pension benefits; and

WHEREAS, the District community can further benefit from a community workforce agreement by providing preference to local workers who live in or around the District boundaries, in addition to providing for opportunities for local small businesses to participate in Bond Measure Facility Projects.

WHEREAS, for the foregoing reasons, the Board desires to declare and confirm its intention to enter into negotiations to draft and approve an agreed community workforce agreement, in accordance with all applicable legal requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct.

Section 2. **Purpose of Resolution.** This Resolution is adopted solely for the purpose of declaring the Board's intent to enter into negotiations for a community workforce agreement that complies with all applicable legal requirements, for the expenditure of Bond Measure funds for future Facility Projects. This Resolution is not intended to define or limit the scope of projects which are authorized under the Bond Measure or to impose restrictions on other funding sources of the District, nor commit the District to specific terms and conditions of a project labor agreement.

Section 3. **Direction to Staff**. The District Superintendent, or his designee, is directed and authorized, to enter into negotiations with appropriate union partners to draft and present to the Board for approval, a community workforce agreement governing projects implemented using Bond Measure funds.

Section 4. **Use of Legal Counsel and Consultants**. The District Superintendent, or his designee, is directed and authorized, to retain and/or use legal counsel, or other consultants as determined appropriate by the District Superintendent or his designee, to provide advice and counsel with regard to the negotiation and drafting of a community workforce agreement consistent with this Resolution.

Section 5. **Effective Date.** This Resolution shall be effective on the date of its adoption by the Board of Education.

PASSED AND ADOPTED on November 21, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
President, Board of Education

Attest:
By: _____
Clerk of the Board of Education

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Julie Markussen, Director Department of Student Services
PREPARED BY:	Melinda Drechsler, Homeless/Foster Liaison
SUBMITTED BY:	Melinda Drechsler, Homeless/Foster Liaison
DATE:	November 21, 2024
SUBJECT:	Adoption of Resolution 15 - Proclaiming the month of November, 2024, as Youth and Families in Transition Awareness Month

Background
On July 11, 2007, the U.S. Congress established November as National Homeless Youth Awareness Month. BUSD is committed to support all students including those students who qualify for additional assistance under the McKinney Vento Act.

Discussion/Issues
BUSD Student Services would like The Board of Education to adopt a formal resolution to demonstrate their support for students who qualify under the McKinney Vento Act. BUSD is committed to removing barriers to educational access, offering additional support from the district homeless liaison, insuring immediate enrollment, removing barriers to education, and working with both the student and parents as a team to provide the student an enriching and appropriate educational experience.

Fiscal Impact
None

Recommendation
Julie Markussen, Director of Student Services, recommends that the Adoption of Resolution 15 - Proclaiming the month of November, 2024, as Youth and Families in Transition Awareness Month as presented.

RESOLUTION XX TO RECOGNIZE NOVEMBER 2024 AS YOUTH AND FAMILIES IN TRANSITION AWARENESS MONTH

WHEREAS: On July 11, 2007, the U.S. Congress established November as National Homeless Youth Awareness Month; and; and

WHEREAS, Nationally, 3% of all school-age children will experience homelessness; 1 in 30 youth ages 13 to 24 and 1 in 10 young adults aged 18 to 25 in the United States experience some form of homelessness over the course of a year; and

WHEREAS, more than half of all children in Housing and Urban Development shelters are under the age of five; homelessness in infancy and toddlerhood has been linked to future child welfare involvement, concerns related to mental health due to the impact of trauma caused by being homeless and early school failure; and

WHEREAS, only 88% of children experiencing homelessness are enrolled in school; up to 45% do not attend school on a regular basis; students experiencing homelessness are a greater risk of being chronically absent than their housed peers; and

WHEREAS, the estimated rate of chronic absence for students experiencing homelessness is twice the rate of housed students; 21% repeat a grade because of frequent absences from school; chronic absenteeism is associated with lower academic achievement and higher dropout rates; and

WHEREAS, within a single school year 40% of students experiencing homelessness attend two different schools; students experiencing homelessness experience greater school mobility than their housed peers, which can cause interruptions to a student's education; and

WHEREAS, students experiencing homelessness are 87% more likely than their stably- housed peers to drop out of school; and face significant gaps in high school graduation rates compared to their housed peers and are more likely to rely on public assistance; and

WHEREAS, youth cite family conflict and breakdown, abuse or neglect, alcohol or drug addiction of a family member, pregnancy and rejection over sexual orientation as the major reason for their homelessness or episodes of running away from home; and

WHEREAS, the future well-being of our county depends on the value we place on our children and youth, and, in particular, on our actions to provide these most vulnerable of children and young people with opportunities to acquire the knowledge, skills and abilities they need to find and maintain stable housing and develop into healthy, self-sufficient adults; and

WHEREAS, the McKinney-Vento Homeless Assistance Act requires every local education agency to appoint a liaison for homeless education to ensure proper identification, immediate enrollment and linkages to other educational services and resources for which students experiencing homelessness are eligible; and

WHEREAS, the Burbank Unified Superintendent of Schools and the Burbank Board of Education recognize that housing insecurity continues to be a serious problem for many students and families across Los Angeles County; and

NOW, THEREFORE, BE IT RESOLVED that the Burbank Unified School District Superintendent of Schools and the Burbank Board of Education hereby proclaim November as Youth and Families in Transition Awareness Month.

PASSED, APPROVED, AND ADOPTED this 21st day of November, 2024, at a meeting of the Burbank Unified School District Board of Education, Los Angeles County, California.

Ayes:
Noes:
Abstain:
Absent:

_____
Clerk, Board of Education

RESOLUTION 15 - PROCLAIMING THE MONTH OF NOVEMBER, 2024, AS YOUTH AND FAMILIES IN TRANSITION AWARENESS MONTH

WHEREAS: On July 11, 2007, the U.S. Congress established November as National Homeless Youth Awareness Month; and; and

WHEREAS, Nationally, 3% of all school-age children will experience homelessness; 1 in 30 youth ages 13 to 24 and 1 in 10 young adults aged 18 to 25 in the United States experience some form of homelessness over the course of a year; and

WHEREAS, more than half of all children in Housing and Urban Development shelters are under the age of five; homelessness in infancy and toddlerhood has been linked to future child welfare involvement, concerns related to mental health due to the impact of trauma caused by being homeless and early school failure; and

WHEREAS, only 88% of children experiencing homelessness are enrolled in school; up to 45% do not attend school on a regular basis; students experiencing homelessness are a greater risk of being chronically absent than their housed peers; and

WHEREAS, the estimated rate of chronic absence for students experiencing homelessness is twice the rate of housed students; 21% repeat a grade because of frequent absences from school; chronic absenteeism is associated with lower academic achievement and higher dropout rates; and

WHEREAS, within a single school year 40% of students experiencing homelessness attend two different schools; students experiencing homelessness experience greater school mobility than their housed peers, which can cause interruptions to a student's education; and

WHEREAS, students experiencing homelessness are 87% more likely than their stably- housed peers to drop out of school; and face significant gaps in high school graduation rates compared to their housed peers and are more likely to rely on public assistance; and

WHEREAS, youth cite family conflict and breakdown, abuse or neglect, alcohol or drug addiction of a family member, pregnancy and rejection over sexual orientation as the major reason for their homelessness or episodes of running away from home; and

WHEREAS, the future well-being of our county depends on the value we place on our children and youth, and, in particular, on our actions to provide these most vulnerable of children and young people with opportunities to acquire the knowledge, skills and abilities they need to find and maintain stable housing and develop into healthy, self-sufficient adults; and

WHEREAS, the McKinney-Vento Homeless Assistance Act requires every local education agency to appoint a liaison for homeless education to ensure proper identification, immediate enrollment and linkages to other educational services and resources for which students experiencing homelessness are eligible; and

WHEREAS, the Burbank Unified Superintendent of Schools and the Burbank Board of Education recognize that homelessness continues to be a serious problem for many students and families across Los Angeles County; and

NOW, THEREFORE, BE IT RESOLVED that the Burbank Unified School District Superintendent of Schools and the Burbank Board of Education hereby proclaim November, 2024, as Youth and Families in Transition Awareness Month.

PASSED, APPROVED, AND ADOPTED this 21st day of November, 2024, at a meeting of the Burbank Unified School District Board of Education, Los Angeles County, California.

Ayes:
Noes:
Abstain:
Absent:

_____
Clerk, Board of Education

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Rick Vonk, Director of Information Technology and Education Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	November 21, 2024
SUBJECT:	Acceptance of Notice of Completion, E-Rate Technology UPS Replacements Project, NTT America Solutions, Inc. (Bond Funds)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay a contractor all undisputed amounts within 60 days of project completion. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or another legal resolution is reached.

District-Wide Goals for 2022-2023:
4 Maintain efficient and effective operations.

Discussion/Issues:
On March 4, 2021, the Board of Education approved an award of contract to NTT America Solutions, Inc. for the E-Rate Technology UPS Replacements project. District staff has reviewed and approved the remainder of this project as complete.

Fiscal Impact:
The total cost of the completed project is $104,481.25. NTT has billed E-Rate for their portion of 60% of the total costs. The district portion is $42,446.80, including taxes, credits, and the NOC reserve of $2,124.17.

Recommendation:
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: E-Rate Technology UPS Replacements Project, by NTT America Solutions, Inc. (21.3-00000.0-93000-85000-6249/6449-7730000), PO 23004824, not to exceed $104,481.25, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Andrew Cantwell Assistant Superintendent, Administrative Services
PREPARED BY:	Mariam Abdelhamid, Ph.D., Director of Fiscal Services
SUBMITTED BY:	Terri Ramirez-Adams, Senior Administrative Assistant
DATE:	November 21, 2024
SUBJECT:	Approval of Updated Plan for Learning Recovery Emergency Block Grant for 2024-2025

Background:
In the 2022-23 State Budget, BUSD received one time funding from the Learning Recovery Emergency Block Grant (LREBG) which was distributed to Local Education Agencies (LEAs) based on their average daily attendance. The funds for the Learning Recovery Emergency Block Grant may be used for learning recovery initiatives through the 2027-28 school year, however due to additional reporting requirements, it is recommended to spend the funds through the 2024-25 school year. Allowable Uses for the LREBG include:

- Supporting instructional learning time by increasing the number of instructional days or minutes provided during the school year; providing summer school or intersessional instructional programs; or taking any other action that increases or stabilizes the amount of instructional time or services provided to pupils, or decreases or stabilizes staff-to-pupil ratios, based on pupil learning needs
- Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports
- Integrating pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs
- Increasing access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils' college eligibility
- Providing additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning

Discussion/Issues:
See attached budget plan.

Financial Impact:
The total allocation, which has been revised by the State based on our ADA, is $10,017,514. This report is to reallocate the current funds based on updated plans.

Recommendations:
Andrew Cantwell, Assistant Superintendent, recommends that the Board of Education approve the plan for the District's Learning Recovery Emergency Block Grant, effective November 22, 2024, through June 30, 2027.

Goal 1: Students will be career/college ready via high-quality instruction
Goal 2: Students and Staff will be physically, emotionally, and mentally healthy
Goal 3: Other

Goal	Description	2022-23 Expenses	2023-24 Expenses	2024-25 Budget
1.5	Response to Intervention (RTI) - In-school academic support	$1,478.16	$260,817.45	$592,797.80
1.6	Special Education Interventions	$24,724.50	$2,451,624.77	$3,844,520.22
1.1	Additional Counselor .5 FTE	$20,268.10	$57,792.01	$58,006.00
1.3	Instructional Software - Includes L4U Replacements	$318,088.50	$0.00	$0.00
1.2	Technology (Chromebook replacements)	$0.00	$0.00	$123,066.45
2.1	Assistant Principals - Intervention and Support	$76,060.39	$651,966.99	$184,952.95
2.2	PBIS Consultant	$19,225.20	$0.00	$0.00
2.3	Nurses (2.2 FTE)	$0.00	$350,400.85	$333,309.83
3.1	Library Coordinator Extra Hours	$0.00	$2,787.82	$673.00
3.3	Indirect	$23,836.55	$365,835.28	$255,839.00
	Total	**$483,123.58**	**$4,141,225.17**	**$5,388,476.25**

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Rudchenko, Assistant Superintendent, Human Resources Services
PREPARED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
SUBMITTED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
DATE:	November 21, 2024
SUBJECT:	Approval of Amendment to Section 125 Flexible Benefit Plan

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Background
The Burbank Unified School District offers to its employees a payroll deduction program for the purpose of setting aside earnings on a pre-tax basis to offset reimbursable medical expenses and day-care expenses as allowed under Section 125 of the tax code. American Fidelity Assurance Company provides for this benefit. Representatives from American Fidelity make themselves available annually to staff who wish to sign up for these benefits and for meetings to inform staff of this option. As this benefit is based upon the tax year, staff must elect into the program on a tax year basis. Money that is collected through this program is available to employees for reimbursement of their expenses throughout the year up to the amount that has been deducted from their payroll.

Discussion/Issues
Periodically, changes to the plan must be approved as they are updated frequently. American Fidelity has updated our flexible benefit plan with a change in rate in Medical reimbursement. The Medical Expense Reimbursement Plan, (a.k.a. Healthcare Flexible Spending Account), maximum coverage amount has increased from $3.050.00 to $3,300.00 as outlined in policy G-905/R1.

Fiscal Impact
There is no cost associated with amending the plan.

Recommendation
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Amendment to Section 125 Flexible Benefit Plan, as presented in Sample Plan Document Section 125 Flexible Benefit Plan, as presented.

SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Burbank Unified School District
Address:	1900 W Olive Ave Burbank, CA 91506-2460
Employer Identification Number:	95-6000418
Nature of Business:	Public School
Name of Plan:	Burbank Unified School District Flexible Benefit Plan
Plan Number:	501
Plan Description:	Administration, Board and Burbank Education Assoc

B. EFFECTIVE DATE

Original effective date of the Plan:	April 1, 1995
If Amendment to existing plan, effective date of amendment:	January 1, 2025

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment.
Retiree Wording:	N/A
Minimum Hours:	All employees with 5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18 years.

D. PLAN YEAR

The current plan year will begin on January 1, 2025 and end on December 31, 2025. Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   Health Net : HMO | United Health Care : HMO | CAL PERS | Kaiser Permanente | Blue Shield : HMO | American Fidelity Assurance Company : Accident Only & Group Hospital Indemnity | Anthem | United Healthcare

   Eligibility Requirements for Participation, if different than Item C.

   | | | | | | |

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

   N/A

   Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   American Fidelity Assurance Company : C-7, C-12 daily and all subsequent plans

   Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   Delta Dental : Plan #7026 | Delta Care : Dental Plan #01986 | Vision Service Plan : Plan #12097714

   Eligibility Requirements for Participation, if different than Item C.

   | |

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

   The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

   N/A

   Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed $50,000.
   Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - $**100.00** per Plan Year

Maximum Contribution - $**5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - $**100.00** per Plan Year

Maximum Coverage - $**3300.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: $**660.00** per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are not** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts –** The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – **N/A**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Eligibility Requirements for Participation, if different than Item C.

a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a $0.00 balance on the last day of the plan year).
c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment—**The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

ARPA DCA Max Election
CARES Act Claims Extension

CARES Act Carryover Increase

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

Burbank Unified School District -
(Name of Employer)

Signed By:_____

Title:_____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to $610, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars ($5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.

2.08 **Employee** Any person employed by the Employer on or after the Effective Date.

2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.

2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.

2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.

2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).

2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.

2.14 **Health Savings Account** A “health savings account” as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.

2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.

2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.

2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).

2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.

2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.

2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.

2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.

2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.

2.25 **Policy** An insurance policy issued as a part of this Plan.

2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.

2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.

2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
b. The date the Participant ceases to work for the Employer as an eligible Employee; or
c. The date of termination of the Plan; or
d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

(1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
(2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
(3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
(4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
(5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the

coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

(c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

(d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.

(e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

(f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

(g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change

in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

(j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day

immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may

prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:

- the date that is one year after the first day of the medically necessary leave of absence; or
- the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.

b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).

d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

(i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.

(ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

(i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.

(ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.

(iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

(iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.

(v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents.

c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.

f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

a. "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);
(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
(iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;
(ii) paid or payable to a Dependent Care Service Provider; and
(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or
(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;

3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and

4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,

2. The specific Plan provision(s) on which the decision is based,

3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.

b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SECTION XIV

TEMPORARY COVID RELIEF AMENDMENT

14.01 PURPOSE: In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:

a. Extended Claims Period: For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.

b. Mid-Year Election Changes: Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.

c. Mid-Year Election Changes for Medical Expense Reimbursement Plan: For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.

d. Mid-Year Election Changes for Dependent Care Reimbursement Plan: For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.

e. Extended Grace Period: For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.

f. Unlimited Carryover for Medical Expense Reimbursement Plan: All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.

g. Dependent Care Reimbursement Plan Age Increase: For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.

h. Reimbursement for Non-Active Participants: Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).

i. Dependent Care Reimbursement Plan Maximum Increase: For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to $10,500 per family ($5,250 for married individuals filing a joint return).

SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Burbank Unified School District
Address:	1900 W Olive Ave Burbank, CA 91506-2460
Employer Identification Number:	95-6000418
Nature of Business:	Public School
Name of Plan:	Burbank Unified School District Flexible Benefit Plan
Plan Number:	502
Plan Description:	BTA, CSEA and Management

B. EFFECTIVE DATE

Original effective date of the Plan:	January 1, 2009
If Amendment to existing plan, effective date of amendment:	January 1, 2025

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment
Retiree Wording:	N/A
Minimum Hours:	All employees with 5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18 years.

D. PLAN YEAR

The current plan year will begin on January 1, 2025 and end on December 31, 2025. Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   Blue Shield | CalPERS | Anthem | Kaiser Permanente | United Health Care | Health Net | United Healthcare | American Fidelity Assurance Company : Accident Only & Group Hospital Indemnity

   Eligibility Requirements for Participation, if different than Item C.

   | | | | | | |

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

   N/A

   Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   American Fidelity Assurance Company : C-7, C-12 daily and all subsequent plans

   Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   Delta Dental : Plan #7026 | Delta Care : Dental Plan #01986 | Vision Service Plan : Plan #12097714

   Eligibility Requirements for Participation, if different than Item C.

   | |

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

   The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

   N/A

   Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed $50,000.

   Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - $**100.00** per Plan Year

Maximum Contribution - $**5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - $**100.00** per Plan Year

Maximum Coverage - $**3300.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: $**660.00** per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are not** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts –** The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – **N/A**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Eligibility Requirements for Participation, if different than Item C.

a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a $0.00 balance on the last day of the plan year).
c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment—**The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

ARPA DCA Max Election
CARES Act Claims Extension

CARES Act Carryover Increase

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

Burbank Unified School District -
(Name of Employer)

Signed By:_____

Title:_____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to $610, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars ($5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.

2.08 **Employee** Any person employed by the Employer on or after the Effective Date.

2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.

2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.

2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.

2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).

2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.

2.14 **Health Savings Account** A “health savings account” as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.

2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.

2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.

2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).

2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.

2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.

2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.

2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.

2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.

2.25 **Policy** An insurance policy issued as a part of this Plan.

2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.

2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.

2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
b. The date the Participant ceases to work for the Employer as an eligible Employee; or
c. The date of termination of the Plan; or
d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

(1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
(2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
(3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
(4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
(5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the

coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

(c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

(d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.

(e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

(f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

(g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change

in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

(j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day

immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may

prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:

- the date that is one year after the first day of the medically necessary leave of absence; or
- the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.

b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).

d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

(i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.

(ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

(i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.

(ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.

(iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

(iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.

(v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents.

c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.

f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

a. "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);
(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
(iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;
(ii) paid or payable to a Dependent Care Service Provider; and
(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or
(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;

3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and

4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,

2. The specific Plan provision(s) on which the decision is based,

3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.

b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SECTION XIV

TEMPORARY COVID RELIEF AMENDMENT

14.01 PURPOSE: In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:

a. Extended Claims Period: For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.

b. Mid-Year Election Changes: Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.

c. Mid-Year Election Changes for Medical Expense Reimbursement Plan: For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.

d. Mid-Year Election Changes for Dependent Care Reimbursement Plan: For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.

e. Extended Grace Period: For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.

f. Unlimited Carryover for Medical Expense Reimbursement Plan: All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.

g. Dependent Care Reimbursement Plan Age Increase: For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.

h. Reimbursement for Non-Active Participants: Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).

i. Dependent Care Reimbursement Plan Maximum Increase: For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to $10,500 per family ($5,250 for married individuals filing a joint return).

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Rudchenko, Assistant Superintendent, Human Resources Services
PREPARED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
SUBMITTED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
DATE:	November 21, 2024
SUBJECT:	Approval of Burbank Unified School District Workplace Violence Prevention Program (WVPP)

Background
On September 30, 2024, California Senate Bill 553 (SB 553) amended Labor Code 640.17 that requires employers to develop and implement a Workplace Violence Prevention Program (WVPP). The program's purpose is to reduce violent incidents in the workplace at work sites. This is achieved by improving employee awareness, violence incident identification and reporting, tracking of violent incidents, and corrective actions when hazards are recognized. The WVPP works in conjunction with the Comprehensive School Safety Plan, and the Burbank Unified School District Industrial Illness & Prevent Plan by establishing a clear criterion to identify, report, track and analyze acts of violence and to decrease the probability of recurrence.

Discussion/Issues
The WVPP tackles the risks linked to the four types of workplace violence defined by Senate Bill 553 and Labor Code 640.17. These four types of workplace violence are violence by strangers, violence by customers/clients, violence by current or past coworkers and violence by someone with personal relations with an employee. The WVPP also delegates a plan administrator and illustrates how reporting incidents contributes to helping prevent violent occurrences in the workplace. It also delineates responsibilities among Burbank Unified District employees to help identify, log, and prevent workplace violence.

Fiscal Impact
None

Recommendation
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Burbank Unified School District Workplace Violence Prevention Program (WVPP), as presented.

BURBANK UNIFIED SCHOOL DISTRICT

WORKPLACE VIOLENCE PREVENTION PROGRAM

Date of Last Review: October 2024

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Section 1:
BACKGROUND – CALIFORNIA SENATE BILL 553

The Burbank Unified School District Board of Education recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff and community members. Every Burbank USD Employee is responsible for the safety of himself/herself as well as others in the workplace. To achieve the District's goal of maintaining a safe workplace, everyone must always be mindful of safety.

California Senate Bill 553 (SB 553), which was signed into law on September 30, 2023, amended Labor Code 6401.7 to require employers to develop and implement a Workplace Violence Prevention Plan, in accordance with the newly codified State of California Labor Code section 6401.9.
The purpose of this Workplace Violence Prevention Plan (WVPP) is to reduce violent incidents in the workplace at all work sites. This will be achieved through improved employee awareness, violent incident identification and reporting, tracking of violent incidents, and corrective actions when hazards are recognized. The WVPP complements the existing Comprehensive School Safety Plan (CSSP) and the Burbank Unified School District Industrial Illness & Prevention Plan (IIPP) by laying out more specifically the steps to identify, report, track, and analyze violent incidents to reduce the likelihood of re-occurrence.

The District's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by Senate Bill 553 and Labor Code (LC) section 6401.9.

- Type I: Violence by Strangers
  (i.e. A Ground Maintenance Worker assaulted by a stranger while working outdoors.)

- Type II: Violence by Customers/ Clients
  (i.e. A school staff member being physically assaulted by a parent or student.)

- Type III: Violence by Current or Past Coworkers
  (i.e. Co-worker violence. A disgruntled employee returns to the worksite to do harm.)

- Type IV: Violence by someone with Personal Relations with an Employee
  (i.e. Domestic abuse situations where an employee's partner comes to worksite to harm the employee or other co-workers, students, or community members.)

Section 2:
DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering Controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Pre-Violent Incident Activities - Includes all employee education and training with awareness as to how to recognize a violent incident, how to elevate an issue, and ongoing communication with employees on workplace violence.

Post-Violent Incident Activities – Includes a completion of a violent incident report by the site administrators or supervisor, completion of a violent incident log, and ongoing evaluation of incidents with issue identification and hazard correction.

Serious Injury or Illness - any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement.

Threat Assessment Team - a group of officials that convene to identify, evaluate, and address threats or potential threats to school security.

Threat of Violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Work Practice Controls – Procedures and rules which are used to effectively reduce workplace violence hazards

Workplace Violence includes, but is not limited to, the following:

- Any act of violence or threat of violence that occurs in a place of employment.
- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

Section 3: RESPONSIBILITIES

The Workplace Violence Prevention Program Administrator is Sarah Rudchenko, Ed.D., the Assistant Superintendent of Human Resources and has the authority and responsibility for implementing the provisions of the Workplace Violation Prevention Plan for Burbank Unified School District.

Burbank USD Employees and all safety personnel are responsible for the observation of personnel and identification of potential workplace violence exposures. All matters reported and/or identified are to be fully investigated. Findings will be presented to the Assistant Superintendent of Human Resources and an action plan will be developed to minimize and eliminate the potential threat.

It is also the responsibility of all Burbank USD Employees to report all threatening behavior to their Supervisor immediately. The goal of this policy is to promote the safety and well-being of all people in our

workplace. The Supervisor is to report all threatening behavior within the first 24 hours to the Assistant Superintendent of Human Resources.

Workplace Violence Prevention Plan Administrator Responsibilities include:

- The Assistant Superintendent of Humann Resources, or an assigned designee, is the designated Work Violence Prevention Plan Administrator and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports.
- Be able to answer employee questions concerning the Workplace Violence Prevention Plan.
- Shall solicit feedback and input from employees and their authorized representatives in developing and implementing the WVPP. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents through negotiations with labor groups, the District Safety Committee meetings, Departmental meetings, District Leadership Team meetings, staff and leadership teams meetings, and during weekly Cabinet meetings.
- Ensure compliance of the Workplace Violence Prevention Plan by:
    - Providing training and information to staff at various times such as, but not limited to, upon hire, annually or in periodic review as needed
    - Encouraging reporting to the Plan Administrator.
    - Making the plan available to staff which includes information about reporting violence and threats
    - Inclusion in conducting site safety evaluations
    - Debriefing of incidents (with considerations of confidentiality)
    - Posting plan information at each location
- Coordinate implementation of the workplace violence prevention plan with other employers (ex. contracted security staff, volunteers, and other employers on site), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan. These other employers and their staff shall be provided with training on Burbank Unified School District Workplace Violence Prevention Plan.

Burbank USD Employee Responsibilities include:

- Complying with the Workplace Violence Prevention Plan
- Maintaining a violence-free work environment
- Attending all WVPP training
- Following all directives, policies, and procedures regarding the WVPP
- Immediately reporting to their supervisor any suspicious persons or behaviors on any Burbank USD facility and alerting the proper authorities when necessary

In addition, a WVPP Planning Group will be established to assess the vulnerability to workplace violence within the Burbank Unified School District and will be responsible for developing employee education and training programs in violence prevention and plans for responding to acts of violence. The District Workplace Violence Prevention Committee will serve as auditors for the Workplace Violence Prevention Program.

The District Workplace Violence Prevention Committee will consist of:

1. **Assistant Superintendent of Human Resources -** Sarah Rudchenko, Ed.D. -
   Will oversee the creation, implementation and monitoring of the Workplace Violence Prevention Program and Plan for the District

2. **Director of Human Resources** - Saida Valdez, Ed.D.
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Program and Plan.
3. **Director of Secondary Education, DEI, and Educational Services, and Interim Assistant Superintendent of Instruction** - Oscar Macias, Ed.D. -
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan at the Secondary Level.
4. **Director of Elementary Education and DEI** - Rebecca Harris -
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan at the Elementary Level.
5. **Director of Facilities** - Dennis Maxwell
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan as it relates to facilities and the operations of the District.
6. **Director of Student Services -** Julie Markussen
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan as it relates to student services.

Section 4: EMPLOYEE ACTIVE INVOLVEMENT

Burbank Unified School District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- All employees will follow all Workplace Violence Prevention Plan directives, policies, and procedures, and assist in maintaining a safe work environment, as required by the District's Injury Illness Prevention Plan and Board Policy 4157, 4257 & 4357 - Employee Safety.
- Management will work with and allow employees and authorized employee representatives to participate in:
  - Identifying, evaluating, and determining corrective measures to prevent workplace violence by creating opportunities for employees and their representatives to participate in the Burbank USD District Safety Committee Meetings. These meetings will consist of various staff from different service areas and their representatives. The meetings will review data on prior incidents of workplace violence and outcomes.
  - Identify potential hazards and make suggestions to mitigate the potential hazard.
  - Design and implement training by creating opportunities for employees and their representatives to participate in District and Site Safety Committee Meetings.
  - Report and investigate workplace violence incidents. Employees are encouraged and required to report unsafe working conditions. Reports of workplace violence are to be reported to the employee's immediate supervisor or site administration. The employee shall complete form RM-2024-1 Workplace Violence Incident Report, within 24 hours (or when safe to do so) after reporting the incident.
- Management will ensure that all workplace violence policies and procedures within the Workplace Violation Prevention Plan are clearly communicated and understood by all employees.

  Managers and supervisors will enforce the rules fairly and uniformly.

The Workplace Violence Prevention Plan shall be in effect at all times and in all work areas and be specific

Section 5:
EMPLOYEE COMPLIANCE

to the hazards and corrective measures for each work area and operation.

All Burbank USD Employees are responsible and will be accountable for using safe work practices for following all policies and procedures, and for assisting in maintaining a safe and secure work environment.

The Burbank USD will ensure compliance with the Workplace Violence Prevention Plan by:

- Providing training and information to staff at various times such as, but not limited to, upon hire, annually, or in periodic review as needed.
- Making the Workplace Violence Prevention Plan available to all staff, which would include:
  - Information about reporting violence and threat
  - Inclusion in conducting site safety evaluations
  - Debriefing of incidents
  - Posting plan information at each location

All Burbank USD Employees are expected to immediately report to their immediate supervisor and or site administrator, any suspicious persons or behaviors on any Burbank USD facility and alerting the proper authorities when necessary.

The person(s) who receive a report or complaint about workplace violence or retaliation will investigate immediately. Retaliation will be prohibited. Possible disciplinary action may occur as part of the follow-up to an investigation.

The Burbank USD Administrators, Managers, and Supervisors will ensure compliance with the Workplace Violence Prevention Plan by:

- Informing employees about the Workplace Violence Prevention Program and Plan
- Evaluating the performance of all employees in complying with workplace security measures
- Providing training and /or counseling to employees who need to improve work practices designed to ensure workplace security
- Following established workplace security policies and procedures
- Recognizing employees who perform work practices which promote security in the workplace.

Section 6:
COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employers, about workplace violence issues is essential to a safe and productive workplace.

The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures information.
- Workplace violence prevention training programs.

- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
- Supervisors and employees can utilize the services of the District's translators in order to ensure effective communication in the employees' first language, if applicable.
- Posted or distributed workplace violence prevention information.

Reporting concerns, incidents or threats of violence:

- Employees can anonymously report concerns of unsafe conditions, by completing form a Report of Unsafe or Hazardous Condition or through We Tip.
- Employees shall report incidents of violence or the threat of violence to their immediate supervisor, Student Services, or Human Resources immediately, within 24 hours or when safe to do so, by utilizing form RM-2024-1 - Workplace Violence Incident Report

Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.

Section 7: COORDINATION WITH OTHER CONSULTANTS, CONTRACTORS, AND VENDORS

The Burbank Unified School District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

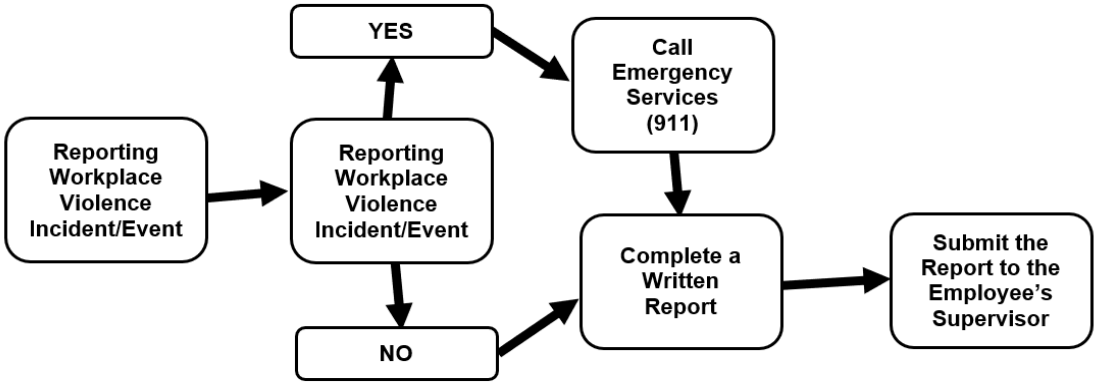
1. All employees of contractors or vendors will be required to be trained in workplace violence prevention.
2. Workplace violence incidents involving any employee will be reported, recorded, and investigated.
3. Contractors or vendors will ensure that if their employees experience workplace violence incident that the Burbank Unified School District will record the information in a violent incident log and shall also provide a copy of that log to the consultant, contractor, or vendor.

Section 8: REPORTING

The Burbank Unified School District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or other service area, who will inform the WVPP administrator.
- The employee completes the Workplace Violence Incident Report, which is available at all District locations and on the District's website. This report will be turned into the immediate supervisor.

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively. An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.



Emergency Reporting

In the event of an emergency and immediate assistance is needed, any Burbank USD Employee may contact law enforcement by dialing 9-1-1.

- Immediately report any situation or incident that generates a sense of fear for personal safety or the safety of others to the police.
- Anyone involved in a violent attack or who witnesses an attack resulting in an injury that require more than first aid will contact emergency services. Injured persons will receive prompt and appropriate medical care.

Every Burbank USD facility has several "Emergency Procedures" (rainbow flip chart) posted. BUSD Employees are to familiarize themselves with the contents and locations of these flip charts throughout the site as they provide guidance for a variety of events.

- Calling 911 for Emergency Services
  Please be aware there are no restrictions for dialing 911 for emergency services from any telephone within the District. However, it is critical to inform the main office at your site after dialing 911 in order for staff to be aware of the situation and to direct emergency services to your location.

- Steps to access 911 from any Burbank USD telephones:
  - Pick up the handset and dial 911for emergency services.
  - Be prepared to give the site address, call-back number (located on the handset), your name and position, and description of the emergency.
  - After placing the call, inform the office of the situation, so they can have someone go outside to meet emergency services personnel and to direct them to your location.
  - The site administrator or designee (certificated or classified) is to immediately inform the BUSD Superintendent's Office.

BUSD has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Employees may be alerted of a workplace violence event through direct communication, email, phone calls, text messages, alarms, announcement on PA systems and other methods.
- Employees should activate BUSD Emergency Response Plan and be ready to shelter in place or evacuate. The Site Emergency Plan provides maps and important information of the evacuation route. Employees must familiarize themselves with their site safety plan.

Reporting to Supervisor

Employees are to report any workplace violence situation or incident to their supervisor as soon as possible. In situations where an employee is unable to report the matter to their supervisor, the employee may also report to any member of the District Workplace Violence Program Committee or call 911.

Evaluation and Intervention by the Supervisor

In order to assess the risk of the offender, the victim(s) and individuals familiar with the offender's behavior, both prior to and after any alleged threat or action, should be interviewed with clarifying questions, such as:

- Why has the offender threatened, made comments that have been perceived by others as threatening, or taken this action at this particular time? What is happening in their life that has prompted this?
- What has been said to others (e.g., friends, colleagues, coworkers) regarding what is troubling them?
- How does the offender view themselves in relation to everyone else?
- Do they feel they have been wronged in some way?
- Do they have problems with supervisors or management?
- Have they received unfavorable performance reviews or been reprimanded by management?
- Are they experiencing personal problems such as divorce, death in the family, health problems, or other personal losses or issues?
- Are they experiencing financial problems, high personal debt, or bankruptcy?
- Is there evidence of substance abuse or mental illness/depression?
- Has the offender identified a specific target and communicated with others their thoughts or plans for violence?
- Has the offender spoken of homicide or suicide?
- Does the offender have a plan for what they would do?
- Does the offender have the means, knowledge, and wherewithal to carry out their plan?

Assessment Review and Action

Upon completion of the assessment, the Administrator, Supervisor, or Manager is to review the assessment/evaluation results with the Assistant Superintendent of Human Resources. Options are to be considered in terms of intervention. If a threat is imminent, local authorities should be contacted immediately. Refer to Board Policies/Administrative Regulations and Collective Bargaining Agreement(s) in determining potential interventions and/or solutions.

The Assistant Superintendent of Human Resources is to notify the Superintendent, Cabinet Members, and the District Workplace Violence Prevention Program Committer, and delegate duties as needed.

Full documentation of the perceived or real threat must be well maintained. If an incident occurs, complete the appropriate job site investigation and witness statement forms.

Communication

The District Workplace Violence Prevention Program Committee will communicate the course of action(s) with all Emergency Responders, Burbank USD Management, victim(s), and subject(s) in question.

Anonymous Reporting

Reporting could also be done anonymously through We Tip by calling 800-782-7463.

Section 9: WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by Burbank Unified School District to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.
- Review all submitted/reported concerns of potential hazards.
- Be part of the District Safety Committee agenda, which should include administration and District employees.
- Review reported incidents for trends and recurring acts or threats of violence

Periodic Review and Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Annual Inspections shall be conducted. The inspections are to identify and evaluate workplace violence and hazards and will be performed by members of the District Workplace Violence Prevention Program Committee:

1. Assistant Superintendent of Human Resources - Sarah Rudchenko, Ed.D. -
   Will oversee the creation, implementation and monitoring of the Workplace Violence Prevention Program and Plan for the District
2. Director of Human Resources - Saida Valdez, Ed.D.
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Program and Plan.
3. Director of Secondary Education and Educational Services - Oscar Macias, Ed.D. -
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan at the Secondary Level.
4. Director of Elementary Education and DEI - Rebecca Harris -
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan at the Elementary Level.
5. Director of Facilities - Dennis Maxwell
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan as it relates to facilities and the operations of the District.
6. Director of Student Services - Julie Markussen
   Will assist in the creation, implementation and monitoring of the Workplace Violence Prevention Plan as it relates to student services.

Inspections for workplace violence hazards may include any of the following:

- The exterior and interior of the workplace for its attractiveness to robbers.

- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.

Section 10:
CORRECTION OF WORKPLACE VIOLENCE HAZARD

Hazards that are identified and evaluated, will be addressed in a timely manner. If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s) , all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition.

- Employees necessary to correct the hazardous condition will be provided with the necessary protection.
- Corrective measures for workplace violence hazards will be specific to a given work area.
- All corrective actions taken will be documented and dated on the appropriate forms.
- If corrections are significant enough, they may require an update and modification to the current WVPP. Such updates to the WVPP must be brought to the attention of all employees in a timely manner.

Examples of Corrections for Workplace Violence Hazard

- Crime prevention through environmental design
  - Windows overlooking entrances, sidewalks and parking lots
  - Window coverings remain open until a workplace violence incident dictates closure.

- Well-lit pathways, entrances/exits, parking areas, storage areas, dumpster and recycling areas. Signage directing visitors to points of entry.
- Signage indicating prohibited practices, including prohibition of weapons.
- Well-lit pathways, entrances/exits, parking areas, storage areas, trash dumpster areas.
- School sites will have fencing, with locked gates during school hours.
- Single, clearly identifiable point of entry during business hours and school hours.
- Locks on doors.

- Personal protective equipment (PPE):
- Work Practice Controls
  - Procedures, rules and staffing which are used to effectively reduce workplace violence hazards.
  - During school hours at school sites, all visitors must sign in with the school office.
  - During student drop off and pick up times, open gates will be monitored by school staff.
  - Employees are encouraged to report domestic disputes that may be violent to Human Resources.
  - Employee training on workplace violence prevention methods.
  - Nonviolent Crisis Prevention and Intervention (NCPI) training to prevent and de-escalate medium to high-risk student behavior.
  - Single, clearly identifiable point of entry during business hours and school hours.
  - Low, thorny bushes beneath ground level windows.
  - Eliminate features that provide unauthorized access to roofs.
  - Fencing, with locking gates.

Section 11:
POST INCIDENT INVESTIGATION AND RESPONSE

The Burbank Unified School District has determined procedures that are to take place for the investigation of workplace violence incidents and threats. All administrators, managers and supervisors will use the Workplace Violent Incident Log to assist in documenting incidents and investigations. These procedures that are outlined below will occur following an incident or threat. Please note that these procedures are not in chronological order.

- Provide immediate medical care or first aid;
- Identify all employees involved in the incident;
- Provide Information for resources available to staff;
- Conduct a debriefing with all affected employees (including volunteers) and agencies associated with the event.
- Determine if corrective measures developed under this plan were effectively implemented; solicit feedback from all employees and responding parties involved in the incident.
- Record the incident in the Workplace Violent Incident Log
- Reviewing all previous incidents.

- Visiting the scene of an incident as soon as possible.
- Interviewing threatened or injured employees and witnesses.
- Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the offender.
- Conducting a post-incident debriefing as soon as possible after the incident with all employees, supervisors, and security involved in the incident.
- Determining the cause of the incident.
- Taking corrective action to prevent the incident from recurring.
- Recording the findings and documenting the corrective actions taken.

Incident Response Team

The following individuals are named to respond in the event a potential threat or live situation should occur. The Incident Response Team will coordinate all facets of the response, including the initial response in emergency situations, contacting local authorities, and intervention of the subject and victim.

- Assistant Superintendent of Human Resources
- Assistant Superintendent of Instruction
- Director of Human Resources
- Director of Secondary Education and Educational Services
- Director of Elementary Education and DEI
- Director of Facilities
- Director of Student Services

Section 12: TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures BUSD has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Post-event trauma counseling for employees desiring such assistance.

Section 13:
EMPLOYEE ACCESS TO THE WORKPLACE VIOLENCE PREVENTION PLAN

BUSD ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with an electronic copy of the WVPP, unless the employee or designated representative requests to receive a printed copy.
- The District will provide unobstructed access through the Burbank USD website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

Section 14:
RECORDKEEPING

Burbank Unified School District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
  - Training dates.
  - Contents or a summary of the training sessions.
  - Names and qualifications of persons conducting the training.
  - Names and job titles of all persons attending the training sessions.
- Maintain workplace violence reporting forms for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
  - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.

All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by LC section 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

Employee Access to Records

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training Records
- Violent Incident Logs

Section 15: REVIEW AND REVISION OF THE WORKPLACE VIOLENCE PREVENTION PLAN

The Burbank Unified School District WVPP will be reviewed for effectiveness:

At least annually.

- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the Workplace Violence Prevention Plan will include the procedures listed in the Employee Active Involvement section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of Burbank Unified School District's WVPP should include, but is not limited to:
  - Review of incident investigations and the violent incident log.
  - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

Section 16: EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, BUSD will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

I, Sarah Rudchenko, Assistant Superintendent of Human Resources of the Burbank Unified School District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to ensuring the safety and well-being of our employees and believe that these policies and procedures will help us achieve that goal.

_____ _____

Sarah Rudchenko, Ed.D. Date

Assistant Superintendent of Human Resources

Burbank Unified School District - Human Resources Department

WORKPLACE VIOLENCE INCIDENTREPORTING FORM

This form is to be completed by Burbank USD Employees that have identified an incident, threat, or concern related to workplace violence. This form is to be submitted to the Employee's direct supervisor, or any member of the District's Workplace Violence Prevention Program Committee. Any witness statements or supporting documentation may be attached to this form.

IS THIS AN EMERGENCY? **Yes** **(If YES call 911)** **No**

❖ REPORTING BUSD EMPLOYEE / VICTIM INFORMATION:

Name: _____ **Title:** _____ **Date:**_____

Telephone: _____ **Email:** _____

Does the Reporting Employee / Victim feel their well-being or safety is threatened? _____**YES** ____**NO**

Were Emergency Services (Fire Dept. / Police Dept) notified? _____**YES** ____**NO**
If YES, please provide the Fire Dept. / Police Dept. report # and name of the officer:

Name of Officer: _____ **Report #:** _____ **Date of Report:** _____

❖ ASSAILANT INFORMATION:

Name: _____ **BUSD Employee:** _____**YES** ____**NO**

If Yes, what is their Position: _____ **BUSD Work Location:** _____

Contact Information, if known: _____

- ☐ Partner/Spouse of Victim
- ☐ Former Partner/Spouse of Victim
- ☐ Robber/Burglar
- ☐ Stranger
- ☐ Student
- ☐ Other:
- ☐ Parent
- ☐ Family or Friend of Student
- ☐ Relative of Victim
- ☐ Animal
- ☐ Outside Vendor
- ☐ Contract Services Worker
- ☐ Co-Worker/Supervisor/Manager
- ☐ Ex/Separated-Employee
- ☐ Person In Custody

❖ CLASSIFICATION OF OFFENDER (choose most applicable type):

- ☐ Type #1: Perpetrator has no legitimate relationship to BUSD or its employees and commits a crime on a BUSD site or employee.
- ☐ Type #2: BUSD students, parents, or anyone else that is known to BUSD and has legitimate reason to be there.
- ☐ Type #3: Coworkers, current or separated BUSD employee. Any person having employment at any time within the BUSD.
- ☐ Type #4: Personal relationships. Perpetrator does not have a relationship and is not an employee of BUSD, but does have a relationship with the intended victim.

❖ WITNESS INFORMATION:

Name: _____ **BUSD Employee:** _____**YES** ____**N**
If Yes, what is their Position: _____ **BUSD Work Location:** _____
Contact Information, if known: _____

Name: _____ **BUSD Employee:** _____**YES** ____**N**
If Yes, what is their Position: _____ **BUSD Work Location:** _____
Contact Information, if known: _____

Name: _____ **BUSD Employee:** _____**YES** ____**N**
If Yes, what is their Position: _____ **BUSD Work Location:** _____
Contact Information, if known: _____

❖ INCIDENT INFORMATION:

Date and Time of Incident: _____

Specific Location of Incident: _____

❖ CIRCUMSTANCES AT TIME OF INCIDENT:

- ☐ Employee Performing Normal Duties
- ☐ Employee Isolated or Alone
- ☐ Unable to Get Help or Assistance
- ☐ Other:
- ☐ Poor Lighting
- ☐ High Crime Area
- ☐ Working in a Community Setting
- ☐ Employee Rushed
- ☐ Low Staffing Level
- ☐ Unfamiliar or New Location

Please describe the incident, and how and/or why you were threatened (you may attach additional pages):

❖ ACTIONS OF INCIDENT:

Medical care provided? ☐ **Yes** ☐ **No** **Care provided by:** _____

If applicable, Mandated Reporter Report Made? ☐ **Yes** ☐ **No** **Report #:** _____ **Date of Report:** _____

Describe any additional actions taken by Burbank USD (Include additional pages if needed):

If applicable, the following witness statements and documents have been attached:

❖ THIS REPORT COMPLETED BY:

Name: _____ **Title:** _____ **Date:**_____

Telephone: _____ **Email:** _____

Signature: _____

OFFICE STAFF ONLY:

_____ **Date Superintendent Informed**

_____ **Date followed up with Site/Dept. Administrator**

_____ **Date followed up with Student Services**

_____ **Date followed up with Police/Fire Dept.**

_____ **Date followed up with Employee**

_____ **Date Employee offered EAP Info**

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Rudchenko, Assistant Superintendent, Human Resources Services
PREPARED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
SUBMITTED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
DATE:	November 21, 2024
SUBJECT:	Approval of Pasadena City College (PCC) Teacher Aide Apprenticeship Program

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Background
Burbank Unified School District (BUSD) employs paraeducators to provide services to our students. The Teacher Aide Apprenticeship program provides BUSD with a pool of employees (apprentices) with the skills needed to work as paraeducators. The apprentices receive tuition free classes and paid training at Pasadena City College (PCC) while earning their associates degrees and receiving hands-on learning in BUSD classrooms.

Discussion/Issues
The Burbank Unified School District wishes to partner with Pasadena City College (PCC) in a 3-year teacher aide apprenticeship program (funded through a large grant from the Chancellor's office and as part of a statewide initiative to increase the number of apprentices in the upcoming years) to support future teacher aides by providing them with work experience (they would work as employees for BUSD) and free tuition at PCC as they earn their Associates degree. In addition to stipends for these teacher aides' mentor/supervising teachers, the grant would fund opportunities for the apprentices to engage in professional development, receive important academic counseling at PCC, and earn them free tuition through their associate's degree.

Fiscal Impact
None

Recommendation
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Pasadena City College (PCC) Teacher Aide Apprenticeship Program, as presented.

APPRENTICESHIP AGREEMENT
Between
Pasadena Area Community College District ("Program Sponsor")
and
Burbank Unified School District ("Employer")

Article I. Purpose

The Pasadena Area Community College District Teacher Aide Apprenticeship Program correlates formal classroom learning with regularly scheduled on-the-job training and work. Apprenticeships assist students to develop and refine competencies in their field with on-the-job training while preparing them for job advancement.

Article II. Parties and Agreement

a. **Parties**

This Agreement is made and entered into this 21st day of November 2024, by and between Burbank Unified School District, hereafter referred to as the EMPLOYER, and Pasadena Area Community College District, hereafter referred to as PROGRAM SPONSOR, who will be collectively referred to as the PARTIES.

b. Purpose

Pursuant to Labor Code section 3074 and 3077, the PARTIES to this Agreement wish to provide paid on-the-job training (OJT) for the apprentices enrolled in the apprenticeship program administered by the PROGRAM SPONSOR, and to ensure their mutual compliance with the provisions of Labor Code sections 3070 *et seq.*, and Education Code sections 8150 *et seq.* and Education Code sections 79140 *et seq.*

c. Addresses

All written notices, reports and other written communications under this Agreement shall be deemed effective upon their deposit in the U.S. mail, postage prepaid, and addressed as follows:

EMPLOYER:
Burbank Unified School District
Human Resources Department
ATTN: Sarah Rudchenko, Ed.D.,
Assistant Superintendent, HR
1900 W. Olive Ave.
Burbank, CA 92506

PROGRAM SPONSOR:
Pasadena Area Community College District
Economic and Workforce Development
ATTN: Leslie Thompson
1570 E. Colorado Blvd., C241
Pasadena, CA 91106-2003

d. Term

This Agreement shall be in effect from the Effective Date through June 30, 2027, unless terminated earlier by either party with or without cause by giving 60 days' notice to the other party of such termination prior to the effective date of termination.

e. Services

EMPLOYER agrees to hire PACCD Teacher Aide Apprentices as Paraeducators and will provide paid on-the-job training including supervision, training, mentoring and evaluation consistent with the Apprenticeship Standards approved for this program by the State of California Department of Industrial Relations Division of Apprenticeship Standards ("DAS Standards"). The employer agrees to pay progressive wages not less than the wages listed in the DAS Standards.

1) PROGRAM SPONSOR will provide:
   i. Faculty advisor
   ii. Counselor and Advisor for apprentices and pre-apprentices
   iii. Coursework in related field (60-unit pathway)
   iv. Keep all required accountability and audit records for a period of not less than 5 years
   v. Guidelines for appropriate learning experience
   vi. Provide apprenticeship standards
   vii. Keep apprentice time sheets for purposes of verifying satisfactory participation in the apprenticeship program
   viii. Identify students on the apprenticeship pathway and refer them to EMPLOYER for hiring purposes
   ix. Provide dual enrollment for the pre-apprenticeship pathway

2) EMPLOYER will provide:
   i. Hire and pay apprentices for on-the-job training
   ii. Mentoring and observation to determine whether apprentices have met competencies and communicate with PROGRAM SPONSOR
   iii. Signed time sheets for each apprentice
   iv. Share apprentice time sheets with PROGRAM SPONSOR
   v. Observation and reflection on practice for each apprentice
   vi. Keep all required accountability and audit records for a period of not less than 5 years
   vii. District contact person to work with PROGRAM SPONSOR for pre-apprenticeship and apprenticeship programs
   viii. Comply with apprenticeship standards provided by PROGRAM SPONSOR
   ix. Sign off on achievement of competencies

Article III. APPRENTICE PARTICIPATION

EMPLOYER has sole discretion to select apprentices for paid employment. EMPLOYER shall specify the maximum number of on-the-job training positions available; however, PROGRAM SPONSOR has sole discretion to determine how many students, up to the maximum, shall participate in the apprenticeship program.

EMPLOYER shall maintain records of apprentice performance for paid on-the-job training for a period of not less than 5 years and provide information to PROGRAM SPONSOR to verify hours and wages or to address issues with program performance or apprentice attendance.

No apprentice shall be denied acceptance on the basis of race, color, religion, gender, sex, sexual

preference, age, national origin, ethnicity or disability to be subjected to any discriminatory practices prohibited by federal and state law. Apprentices shall not be required to perform services except those identified for educational and work-related purposes.

Article IV. LEGAL COMPLIANCE

PROGRAM SPONSOR and EMPLOYER shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on Company's OSHA 300 logs. EMPLOYER shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of Students.

Article V. CLAIM NOTIFICATION

EMPLOYER shall maintain its own Worker's Compensation coverage of its employees and be responsible for any non-worker's compensation related injuries while the student(s) are under Employer's supervision and immediately notify the District of any injury, Workers' Compensation claims, any claims of harassment, discrimination, and/or claims of any violation of law governing any Student employment, including allegations or reports of any irregularities or discrepancies at or by either Company or Student. Company shall provide a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.)

Article VI. NON-DISCRIMINATION

PROGRAM SPONSOR does not discriminate on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation, or Vietnam era veteran status in its acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District. By signing this Agreement, EMPLOYER understands and agrees to uphold this policy in its selection of prospects for employment, education processes or activities.

Article VII. INSURANCE

PROGRAM SPONSOR shall be considered the employer of unpaid students in the Pre-Apprenticeship program for the limited purpose of providing worker's compensation insurance. Students paid by EMPLOYER shall be under EMPLOYER's compensation and/or liability insurance as required by law.

For the duration of this agreement, EMPLOYER shall maintain Commercial General Liability

insurance to protect Company and District (District, Board of Trustees and District's staff, agents and representatives as "Additional Insured") against liability or claims of liability which may arise out of this agreement with a limit of not less than One Million Dollars ($1,000,000).

Article VIII. INDEMNIFICATION

Each party agrees to defend and indemnify the other party and its trustees, directors, officers, and employees from any liability incurred by reason of damage to property or injury to persons to the extent such damage or injury is caused by the negligent or intentional act of that party in the performance of the services authorized in this Agreement.

Article IX. CALIFORNIA LAW

This contract is governed, construed, and enforced in accordance with the laws of the State of California. The PARTIES consent to the jurisdiction of the courts of the State of California to resolve any disputes arising from this Agreement.

Article X. INTEGRATION

This Agreement represents the complete expression of the terms of the agreement between the PARTIES. There are no extrinsic or collateral conditions. It is the intent of the PARTIES that any prior agreements, promises, negotiations, or representations not memorialized herein are to have no force, effect, or consequence during the term of this Agreement. This Agreement may only be amended by a writing signed by both PARTIES.

SIGNATURES

For EMPLOYER: BURBANK UNIFIED SCHOOL DISTRICT	**For PROGRAM SPONSOR: PASADENA AREA COMMUNITY COLLEGE DISTRICT**
Signed: _____	Signed: _____
Name: _____	Name: Candace Jones
Title: _____	Title: Assistant Superintendent/Vice President of Business and Administrative Services
Date: _____	Date: _____

BURBANK UNIFIED SCHOOL DISTRICT
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Assistant Superintendent, Educational Services
PREPARED BY:	Peter Knapik, Assistant Superintendent, Educational Services
SUBMITTED BY:	Glenda Diaz Nolasco, Administrative Assistant
DATE:	November 21, 2024
SUBJECT:	Approval of Revised Agreement Between Burbank Unified School District and YMCA of Metropolitan Los Angeles

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Background:
On May 6, 2021, the Board of Education approved the original agreement between the Burbank Community YMCA and Burbank USD transitioning child care services to the Burbank Community YMCA at Horace Mann Children's Center which began on July 1, 2021. The attached Agreement has been previewed by the YMCA and vetted by Burbank USD legal counsel.

Discussion/Issues:
The salient points to the original Agreement include that the Burbank USD and YMCA come to an agreement, as follows:

- The YMCA must be eligible, submit, and be approved for State licensing as State licenses are not transferrable
- The YMCA plans to offer child care for children ages 3 months to 5 years as services are increased as allowed by the State license
- The Burbank USD would not provide any financial support to the YMCA child care program at Horace Mann
- Burbank USD would provide the facility consisting of a school office, health office, staff lounge, supply room, up to 8 classrooms including an infant room, an auditorium, a playground, a boys and girls restroom, and an adult restroom as allowed by State licensing
- The YMCA would enter into a Facilities Use Agreement with the District
- The YMCA would determine the salary and benefits of the newly employed staff
- The selected organization would follow State law on payroll
- The Burbank USD program would be operated through Wednesday, June 30, 2026
- The first day of the program had been mutually agreed upon for July 1, 2021
- The YMCA child care program would operate from 7:00 a.m. until 6:00 p.m. from Monday through Friday.
- Burbank USD would maintain the current instructional materials and furniture at Horace Mann Children's Center for use by the YMCA

- The YMCA would provide professional development for staff and continue to increase the capacity of the staff
- If allowed by Child 360, the YMCA would continue to work with Child 360 for staff support
- The YMCA would provide a quarterly report to the Board of Education on enrollment, staffing, and financials

The Burbank Community YMCA is undergoing an asset transfer to the YMCA of Metropolitan Los Angeles. Because of this asset transfer, the YMCA of Metropolitan Los Angeles is asking that the child care agreement be revised between Burbank USD and the YMCA of Metropolitan Los Angeles.

Fiscal Impact

The Burbank Unified School District agrees to revised contract with the YMCA of Metropolitan Los Angeles to operate the child care program at the Horace Mann Children's Center, effective January 1, 2025 through June 30, 2026. The Burbank Unified School District agrees to lease the Horace Mann Children's Center free of charge for the duration of the contract per Education Code 38134. A Facilities Use Agreement would be prepared and agreed to as part of the full arrangement.

Recommendation:

Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and the YMCA of Metropolitan Los Angeles, to provide child care services, effective January 1, 2025 through June 30, 2026, and the authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AGREEMENT FOR USE OF SCHOOL FACILITIES
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
YMCA OF METROPOLITAN LOS ANGELES

This agreement ("Agreement") is entered into effective May 6, 2021 ("Effective Date") by and between the BURBANK UNIFIED SCHOOL DISTRICT, a California public school district ("DISTRICT"), and the YMCA OF METROPOLITAN LOS ANGELES, a California non-profit corporation ("YMCA").

RECITALS

WHEREAS, the DISTRICT recognizes the tremendous need for childcare for eligible children including, but not limited to those who may be attending DISTRICT schools;

WHEREAS, the YMCA has the expertise and staff to provide these needed services; and

WHEREAS, the DISTRICT owns the Horace Mann Children's Center located at 3401 Scott Road in Burbank, California ("Facilities"), which Facilities are currently operated, in part, for the provision of childcare services by the DISTRICT, and are not needed for school purposes; and

WHEREAS, the YMCA has requested that the DISTRICT grant the use of school Facilities in accordance with California Education Code section 38130 et. seq., to provide the contemplated childcare services; and

WHEREAS, California Health & Safety Code, § 1596.80 and its implementing regulations found in California Code of Regulations, Title 22, § 101156 require that the YMCA have the appropriate State license(s) to operate a childcare center; and

WHEREAS, the YMCA is in the process of applying for the necessary State license(s); and

WHEREAS, the Parties enter into this Agreement to provide for the terms and conditions under which YMCA will provide the anticipated childcare services in the Facilities.

AGREEMENT

NOW, THEREFORE, each of the parties to this Agreement hereby agrees it as follows:

1. Term. The term of this Agreement is from July 1, 2021 to June 30, 2026, unless otherwise terminated by the provisions of this Agreement.

2. Facilities Use. The DISTRICT grants to the YMCA the right to use the Facilities located at Horace Mann Child Care Center consisting of up to eight (8) classrooms including an infant room, an auditorium, a playground, student restroom facilities, an adult restroom, fencing, parking lots, and utility connections, and are hereto referred to as the "Facilities," as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference. The DISTRICT and the YMCA shall execute a Facility Use Agreement, included herein as Exhibit A, to establish further terms for the YMCA's use of the Facilities pursuant to this Agreement.

   YMCA shall permit the DISTRICT or DISTRICT agents, representatives or employees to enter the Facilities at all reasonable times and with reasonable notice of at least two hours for the purpose of inspecting the Facilities to establish YMCA's use in compliance with this Agreement and applicable laws, as well as for the purpose of performing other lawful acts that may be necessary to protect DISTRICT's interest in the Facilities.

3. Facility Use Fee. Pursuant to the Facilities Use Agreement, the YMCA shall pay a Use of Facilities fee as set forward in the attached Facilities Use Agreement (Exhibit A), prorated for any partial year, to be adjusted annually ("Facility Fee") and billed for actual facilities space(s) used; the schedule of fees is presented in Exhibit B. The Facility Fee shall be payable in equal monthly installments, on or before the first day of each month commencing on July 1, 2021 OR August 1, 2021. The Facility Fee shall be payable to the DISTRICT at the address provided in Section 21 below or at such other address as DISTRICT may from time to time designate in writing. The Facility Fee shall increase once each year on the anniversary date of the Agreement by July 1.

   Exhibit C contains a Description and Depiction of the Horace Mann facility.

4. Childcare Program. The YMCA agrees to use the Facilities only to operate a licensed childcare program ("Program"). YMCA shall do all of the following in its operation of the Program:

   a. provide staff who are trained and licensed as may be required by applicable federal, state or local laws, regulations or ordinances;

   b. be solely responsible for the recruitment, selection, evaluation, training and all other aspects of the employment of staff and volunteers;

   c. have all staff and volunteers fingerprinted and background checks conducted as required by law;

   d. provide appropriate supervision, including on-site monitoring and supervision, to all YMCA staff and volunteers;

   e. follow all applicable DISTRICT policies and regulations; and

f. in light of the COVID-19 outbreak, implement, to the extent required or feasible, social distancing and other measures in adherence with the most current requirements or guidelines issued by state and local public health officials.

5. Margin Share. The YMCA shall pay to the DISTRICT an amount equal to ten percent (10%) of the gross margin generated by YMCA from the operation of the Program ("Margin Share"). For purposes of this Agreement, the term "revenue" shall mean fees generated to pay for child care services less direct costs. The Margin Share shall be paid to the District annually within thirty (30) days of the end of the District's academic calendar for each year of the Term.

   The YMCA shall, with each Margin Share payment, submit to DISTRICT in writing, certified by an authorized representative of YMCA, a statement calculating the margin, total revenues collected by YMCA less direct costs, for the preceding academic year.

   In exchange for the Margin Share, DISTRICT will waive fees for the common areas of the facility, including but not limited to School Office, Health Office, Staff Lounge, Auditorium, and student and adult restrooms.

   The District acceptance of the Margin Share payment shall be without prejudice to the District's right to either an examination or audit of YMCA's books and records of its revenue from operation of the Program in order to verify the accuracy of the Revenue Share payment.

   YMCA's failure to pay the Margin Share shall constitute a material breach of the Agreement and be a basis for termination of the Agreement by the DISTRICT.

~~6. District Employees. The YMCA shall make a written offer of employment in the Program ("YMCA Offer") to all DISTRICT employees currently employed in the DISTRICT's Horace Mann Children's Center childcare program ("DISTRICT Program Staff"). DISTRICT Program Staff are listed in Exhibit D to this Agreement.~~

~~The YMCA shall make the offer of employment required herein within ten (10) calendar days of the Effective Date of this Agreement. The YMCA shall require that a DISTRICT Program Staff member submit a written acceptance of the YMCA Offer within five (5) calendar days of the YMCA Offer. The YMCA shall notify the DISTRICT in writing within forty-eight (48) hours of a DISTRICT Program Staff member's written acceptance of the YMCA Offer.~~

7. Facilities Alterations. Except as otherwise provided in this Agreement, YMCA shall not, without prior written consent of the DISTRICT, make any alterations, improvements, additions, or utility installations in, on, or about the Facilities, except for nonstructural alterations involving partitioning of the interior of the Facilities not exceeding $10,000 in cumulative costs, during the term of this Agreement. In no event shall YMCA make and change or alteration to the exterior of the FACILITIES without DISTRICT's prior written consent. Any alterations, improvements, additions or utility installations in or about the

FACILITIES that YMCA may desire to make and which requires the consent of the DISTRICT shall be presented to DISTRICT in written form, with proposed plans. As used in this paragraph the term "utility installation" shall mean electrical distribution systems and panels, lighting fixtures, heating and air conditioning fixtures, and plumbing. YMCA shall give DISTRICT not less than ten (10) days' notice prior to the commencement of any work in the Facilities.

Upon the expiration of the Term or sooner termination of this Agreement, all improvements, alterations, additions, and betterments to the Facilities shall remain upon and be surrendered with the Facilities as part thereof and title thereto shall vest in DISTRICT without compensation therefor to YMCA.

8. Liens. YMCA shall keep the Facilities and every part thereof free and clear of any and all mechanic's materials, and other liens for or arising out of or in connection with YMCA directed work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of YMCA. YMCA shall pay, when due, all claims for labor or materials furnished to or for YMCA at or for use in the Facilities, including claims which are or may be secured by any stop notice, mechanics or material's lien against the Facilities or any interest therein.

9. Signs. With DISTRICT's approval, which will not be unreasonably withheld, YMCA may erect and maintain on the Facilities, at YMCA's sole cost and expense, a sign advertising YMCA's business and/or enterprise. Any installation of signs or graphics on or about the Facilities, shall be subject to any applicable governmental laws. Any sign or label placed on the Facilities, fixtures or equipment shall be removed by YMCA at the expiration of this Agreement, and the cost of repairs for any damage to the Facilities is caused by their removal or installation of the sign shall be borne by YMCA.

10. Maintenance and Custodial Services. The regular maintenance and repair of the Facilities are the responsibility of the DISTRICT, the cost of which shall be borne solely by the DISTRICT. YMCA shall be responsible to DISTRICT for the costs of extraordinary maintenance or repair of damage required as a result of acts or omission in the use of the Facilities by YMCA and its employees, agents, contractors and visitors.

    The DISTRICT shall pay the costs of utility services to the Facilities. The District shall provide custodial services to the Facilities, based on a rate of Twenty-Five Dollars ($25.00) per hour. The YMCA shall pay 40 percent of the hourly, or Ten Dollars ($10.00) per hour.

11. Taxes and Assessments. Pursuant to Section 107.6 of the California Revenue and Taxation Code, DISTRICT hereby notifies YMCA that a possessory interest with respect to the Facilities may be created and/or continued pursuant to this Agreement and may subject YMCA to property tax or possessory interest assessment. YMCA shall bear the payment of all property taxes, possessory interest assessment, and related charges and expenses attributable to YMCA interest in the Facilities by the creation of this Agreement. YMCA acknowledges that the foregoing complies with Section 107.6 of the Code. YMCA shall

indemnify, defend and hold harmless DISTRICT against all taxes, assessments and charges.

12. Termination. This Agreement may be terminated upon ninety (90) days written notice to the YMCA should the DISTRICT reasonably determine that is has a need for the Facilities. This Agreement shall also terminate upon twenty-four (24) hours written notice to YMCA should YMCA cease utilizing the Facilities as a reduced fee childcare center for eligible children including, but not limited to those who attend DISTRICT schools. Either DISTRICT or YMCA may, by written notice to the other Party, terminate this Agreement at any time because of the failure of the non-terminating Party to fulfill its contractual obligations. The terminating Party shall give the non-terminating Party written notice of the alleged performance deficiencies. The non-terminating Party shall have ten (10) business days to effect a cure for the performance deficiencies ("Cure Period"). If the non-terminating Party timely cures, the notice of termination shall be of no force and effect. If the non-terminating Party fails to timely effect a cure, then the Agreement shall be terminated effective at the expiration of the Cure Period.

13. Indemnification. YMCA agrees to indemnify, hold harmless and defend the DISTRICT from each and every claim, demand, action or cause of action, and any cost or expense, including reasonable attorney fees in connection therewith, that may arise in any manner out of YMCA's use of the Facilities, operation of the Program, or its actions or its actions pursuant to this Agreement, except claims, demands, actions or causes of action resulting from sole negligence or intentional misconduct of DISTRICT or its agents or employees. This Agreement to indemnify, hold harmless and defend includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract the patent, copyright, trade secret or trademark infringement) sustained by any person or persons including, but not limited to, companies, or corporations, YMCA and its employees or agents, and members of the general public. This provision shall survive the termination or expiration of this Agreement.

14. Insurance. YMCA shall obtain and maintain, at its expense, during the term of this agreement Commercial General Liability insurance, insuring against (i) liability for injury to or death of any person or property loss arising out of YMCA use of the Facilities, including Sexual Abuse/Molestation coverage, either by separate policy or by an endorsement to the Commercial General Liability policy; and (ii) contractual liability, insuring YMCA performance of the indemnification obligations contained in this Agreement. Coverage shall be in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The policy shall be issued by a responsible insurance company authorized to do business in the State of California and provided that the insurance company has an AM Best "A" or better rating. The DISTRICT shall be named as an additional insured on a separate endorsement to the policy. The endorsement shall require the insurance company to provide the additional insured party with a minimum of then (10) days written notice of cancellation of the policy. Prior to occupancy of the Facilities, YMCA shall furnish the DISTRICT with a certificate of insurance for the required coverage. The certificate must be signed by a person authorized by the insurer to bind coverage on its behalf and must be in a form approved by the DISTRICT. The DISTRICT

may require complete, certified copies of any or all policies at any time. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event YMCA shall immediately notify the DISTRICT and cease occupancy of the Facilities until further directed by the DISTRICT.

15. YMCA agrees to get pre-approval from DISTRICT before bringing any animals onto premises.

16. Hazardous Substances.

    a. YMCA agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances by YMCA in or about the Facilities shall strictly comply with all applicable Environmental Laws.

    b. YMCA agrees to indemnify, defend and hold the DISTRICT harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about the Facilities by YMCA, its employees, agents and invitees.

    c. If the presence of Hazardous Substances on the Facilities caused by YMCA results in the contamination or deterioration of the Facilities or any water or soil beneath the Facilities, YMCA shall promptly take all action necessary to investigate arid remedy that contamination.

    d. YMCA agrees to promptly notify DISTRICT of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the Facilities.

    e. YMCA shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances, on, under, or about the Facilities, except that YMCA may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business at the Facilities, and (ii) other Hazardous Substances that are necessary for the operation of YMCA's business and for which DISTRICT gives written consent prior to the Hazardous Substances being brought onto the Facilities. At any time during the term of the Agreement, YMCA shall, within ten (10) days after written request from the DISTRICT, disclose in writing all Hazardous Substances that are being used by YMCA on the Facilities, the nature of the use, and the manner of storage and disposal.

    f. The term "Hazardous Substances" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Facilities, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Facilities, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of DISTRICT to any governmental

agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

g. "Environmental Laws" means and refers to all applicable 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 irregulating 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, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and California Education Code §§ 17210, et seq., and California Code of Regulations, Title 5, §s 14010, et seq.

h. DISTRICT certifies that it has maintained the Facilities in compliance with all Environmental Laws, including lead and asbestos abatement and containment. Should YMCA perform work that disturbs these materials, it is YMCA's responsibility to handle and dispose of this material in accordance with the regulations. DISTRICT agrees to immediately remediate any environmental hazard that is present in the Facilities that is not the result of YMCA's modification or Improvement of the Facilities.

i. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. Compliance with Laws. YMCA shall not use the Facilities, or permit anything to be done in or about the Facilities, that will in any way conflict with any applicable law and statute, applicable ordinance's or governmental rule or regulation now enforced or which may hereafter be enacted or promulgated.

18. Force Majeure; Extensions of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or acts or failure to act by any other public or governmental agency or entity beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice

by the party claiming such extension is sent to the other party within thirty (30) business days of knowledge of the commencement of the cause.

19. Assignment and Subletting. YMCA shall not assign this Agreement, or sublet the Facilities, in whole or in part, nor suffer any other person (the agents and servants of YMCA excepted) to use the Facilities or any portion thereof without the prior written consent of the DISTRICT. The consent to one assignment or subletting shall not be deemed to be consent to another assignment or subletting. Any assignment or subletting without written consent shall be void and shall, at the option of the DISTRICT, terminate this Agreement.

20. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior or written expressions of the parties.

21. Modification. Any amendment or modification of this Agreement shall be effective only if in writing, executed by an authorized representative of the Parties.

22. Notices. Any notice, request or demand or other communications required or permitted herein shall be in writing and shall be deemed to have been given on the earlier of actual receipt of the second day (other than Sundays and legal holidays) after mailing to the party to whom notice is to be given, by first-class mail, postage prepaid and addressed as follows:

    DISTRICT:

    John Paramo, Ed.D., Superintendent of Schools
    Burbank Unified School District
    1900 West Olive Avenue
    Burbank, CA 91506

    YMCA:

    Mark Dengler, Chief Operating Officer
    YMCA of Metropolitan Los Angeles
    4301 W. 3rd Street
    Los Angeles CA 90020

23. Governing Law. This Agreement shall be construed under the laws of the State of California.

24. Rules of Construction. The terms of this Agreement are contractual and are the result of negotiation among all the parties hereto. All parties to this Agreement agree that the normal rules of construction, which ordinarily would operate to resolve any ambiguities in this Agreement against the drafting party, shall not be employed in the interpretation of this Agreement.

25. Severance Provision. In the event that any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall

nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable.

26. Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one binding Agreement.

27. Independent Contractor. This Agreement is not intended to and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between the YMCA and the DISTRICT; neither party is an officer of the other. Each of the parties, their agents, officers, employees, and volunteers, in their performance under this Agreement, shall act in an independent capacity from each other.

28. Discrimination. Neither party shall unlawfully discriminate among persons performing under this Agreement on the basis of race, national origin, gender, age, creed, religion, marital status, sexual orientation, veteran status, disability, or any other basis prohibited by law.

IN WITNESS HEREOF, the parties hereto, have approved and executed this Agreement on the date set forth opposite their respective signatures.

YMCA of METROPOLITAN LOS ANGELES

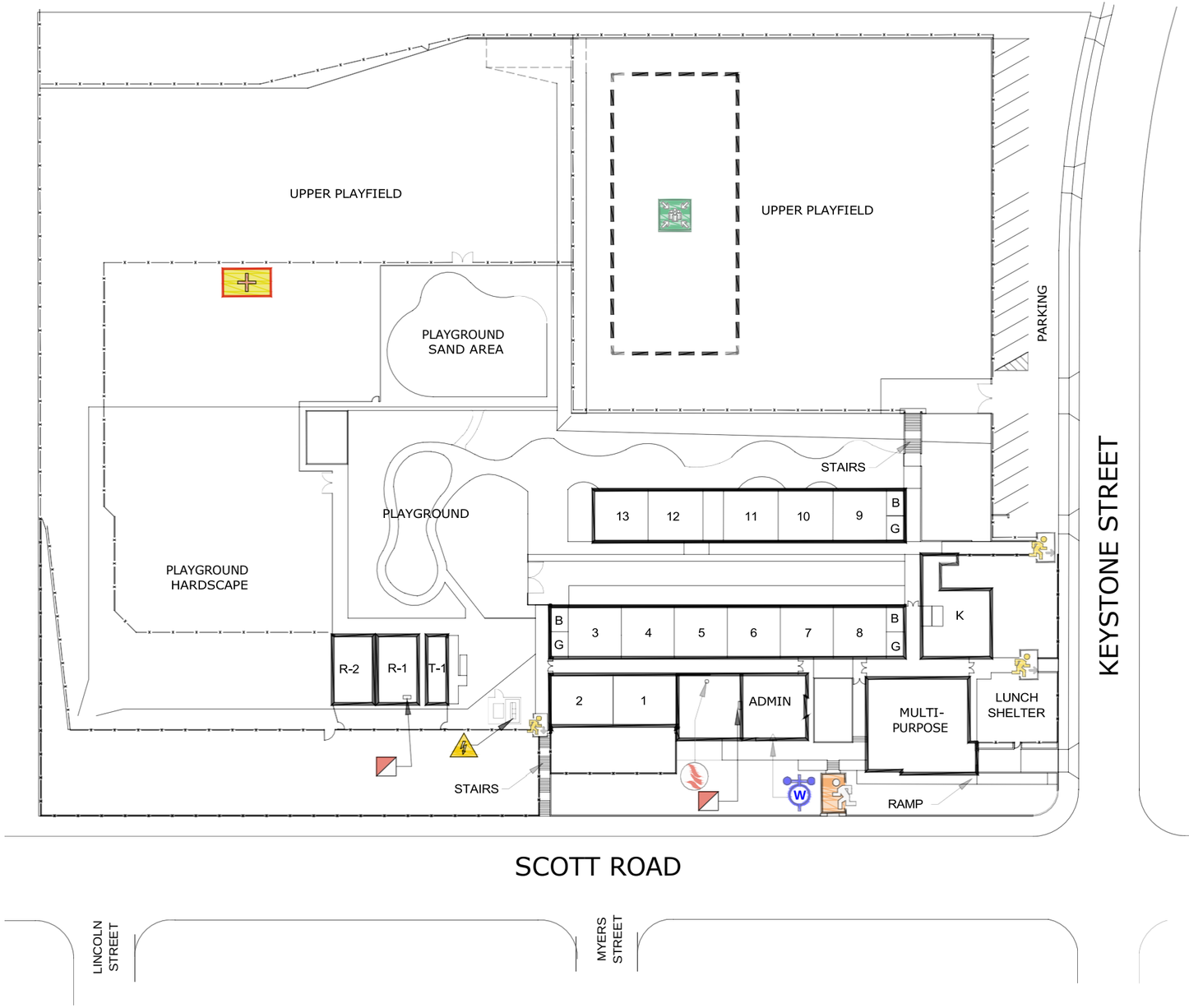
By: _____ Date: November 21, 2024
Mark Dengler, Chief Operating Officer

BURBANK UNIFIED SCHOOL DISTRICT

By: _____ Date: November 21, 2024
John Paramo, Ed.D. Superintendent of Schools

EXHIBIT A
Facility Use Agreement

Attached.



LEGEND:

- MAIN INGRESS
- MAIN WATER SHUT OFF
- MAIN GAS SHUT OFF
- MAIN ELECTRICAL
- MAIN FIRE ALARM PANEL
- VEHICULAR GATES
- PEDESTRIAN GATES
- FIRE EXTINGUISHER
- DISASTER BIN
- SAFE DISPERSAL AREA

NOTE:

* INFORMATION SHOWN ON SAFETY MAPS WAS OBTAINED FROM DISTRICT RECORD DRAWINGS

BUILDING IN HOUSE

SITE DIAGRAM - HORACE MANN CHILDREN'S CENTER

ADDRESS: 3401 SCOTT ROAD, BURBANK, CA. 91504
COUNTY: LOS ANGELES COUNTY
DATE: JANUARY 14, 2019

BURBANK UNIFIED SCHOOL DISTRICT
Equity and Excellence

BURBANK UNIFIED SCHOOL DISTRICT
FACILITY USE RATE SCHEDULE
As of August 1, 2021

	CATEGORY I (no fee)	CATEGORY II (Direct)	CATEGORY III (Rental) [4]
	BUSD-sponsored activities directly related to the educational program, or activities sponsored by statutorily approved youth group. (See BUSD Procedures)	Nonprofit organizations not directly related to District's educational program, and/or net proceeds are expended for the welfare of BUSD students. (+ Processing Fee)	Organizations engaged in fundraising or for-profit activities for which the net proceeds are not expended for the welfare of BUSD students. (+ Processing Fee)
SCHOOL BUILDINGS			
Regular Classroom	NO CHARGE	$15.00 per hour	$32.00 per hour
Lunch Shelters	NO CHARGE	$12.00 per hour	$26.00 per hour
Computer Lab [1]	NO CHARGE	$89.00 per hour	$100.00 per hour
Large Conference/Board Room	NO CHARGE	$30.00 per hour	$49.00 per hour
Restrooms (Boy and Girl) [3]	NO CHARGE	$7.00 per hour	$15.00 per hour
Elementary School MPR/ Auditorium (used as classroom)	NO CHARGE	$18.00 per hour	$55.00 per hour
Elementary MPR/Auditorium	NO CHARGE	$32.00 per hour	$80.00 per hour
Elementary School Kitchens [2]	NO CHARGE	$20.00 per hour	$40.00 per hour
Elementary Library	NO CHARGE	$18.00 per hour	$38.00 per hour
Middle School Kitchens [2]	NO CHARGE	$25.00 per hour	$48.00 per hour
Middle School Cafeteria/MPR	NO CHARGE	$45.00 per hour	$75.00 per hour
Middle School Auditorium	NO CHARGE	$50.00 per hour	$127.00 per hour
Middle School Library	NO CHARGE	$25.00 per hour	$43.00 per hour
Middle School Gym & Locker Rm	NO CHARGE	$48.00 per hour	$62.00 per hour
High School Gyms & Locker Rm	NO CHARGE	$59.00 per hour	$86.00 per hour
High School Auditorium	NO CHARGE	$59.00 per hour	$177.00 per hour
High School Library	NO CHARGE	$55.00 per hour	$76.00 per hour
High School Gym Snack Bar	NO CHARGE	$12.00 per hour	$20.00 per hour
High School Cafeteria [2]	NO CHARGE	$42.00 per hour	$92.00 per hour
High School Kitchen [2]	NO CHARGE	$30.00 per hour	$75.00 per hour
High School Music Room	NO CHARGE	$20.00 per hour	$60.00 per hour
HS Dance/Wrestling Room [3]	NO CHARGE	$25.00 per hour	$55.00 per hour
OTHER			
Food Service Worker (kitchen)	$32.00 per hour	$32.00 per hour	$32.00 per hour
OUTDOOR FACILITIES			
JBHS Memorial Field/Stadium	NO CHARGE	$294.00 per hour	$515.00 per hour
BHS Field/Stadium	NO CHARGE	$236.00 per hour	$412.00 per hour
Lights (evening) at stadium	NO CHARGE	$110.00 per hour	$115.00 per hour
Track (JBHS or BHS)	NO CHARGE	$80.00 per hour	$175.00 per hour
Soccer Fields (per playing field)	NO CHARGE	$40.00 per hour	$70.00 per hour
BUSD Lining of soccer fields	$125.00 per lined field	$125.00 per lined field	$150.00 per lined field
Parking Lots	NO CHARGE	$15.00 per hour	$31.00 per hour
Playground	NO CHARGE	$35.00 per hour	$45.00 per hour
High School Baseball Fields	Available to BUSD High School Coaches running outside camps ONLY		$75.00 per hour
Lights (Evening) High School Baseball Fields			$110.00 per hour
[1]	Includes required lab technician, computer usage, and room charge.		
[2]	BUSD Food Safety Certified staff must be present when cooking is planned (cost will be added)		
[3]	Restroom and locker room usage will require a BUSD custodian for cleaning		
[4]	All organizations renting under the fair rental Category III rates will require a security deposit		
Note:	**Custodial Fees will be charged at established overtime costs – 3-hour minimum.**		

Adopted: 7/15/2021

BURBANK UNIFIED SCHOOL DISTRICT
FACILITIES SERVICES

HOW TO REQUEST THE USE OF DISTRICT FACILITIES

- Obtain a copy of the *"Application for Use of Facilities"* form from any District school site, Facilities Services or online at www.burbankusd.org
- Complete the form indicating the school site requested and the area of the site requested such as classroom, auditorium, library etc.
- Indicate the dates requested and the hours of use.
- If participants will be charged a fee or a donation is accepted, please indicate.
- "Purpose of Event" must be completed.
- Copy of current and in force certificate of insurance naming the District as additionally insured as a separate specific endorsement for $1,000,000 MUST be provided upon final approval.
- The site principal will determine the availability of the use requested and will recommend whether or not the use should be granted in writing on the "Application for Use of Facilities" form.
- Facilities Services will notify the requester if the requested use is approved or denied.
- The permit will be issued by Facilities Services and the requester will be invoiced for charges associated with the use. A $50 non-refundable processing fee will be assessed to each request.
- Completed "Application for Use of Facilities" forms should be submitted to Facilities Services located at 510 South Shelton Street, Burbank, 91506.
- Please be aware of the Fields Conditions phone-in hotline – 818-729-5538. The hotline is updated daily. If you are using outdoor areas, it is your responsibility to be informed of field/site closures due to inclement weather or unforeseen conditions.

Rules, regulations and policies of the Burbank Board of Education regarding use of school facilities are listed on the reverse side of the "Application for Use of Facilities" form. The complete Board Policy 1330 regarding use of school facilities is available from Facilities Services upon request.

FACILITIES SERVICES
510 South Shelton Street
Burbank, CA 91506

Phone: 818-729-5502
Fax: 818-729-3484

BURBANK UNIFIED SCHOOL DISTRICT
Facilities Services
510 South Shelton Street, Burbank, California 91506
APPLICATION FOR USE OF FACILITIES

Approval #

CONTACT INFORMATION:

Organization's Name: _____ Mailing Address: _____

_____ _____

Applicant's Name: _____ Email: _____

Phone: _____ Non-Profit Organization? Yes____ No____ *(If yes, attach proof of non-profit status)*

FACILITY INFORMATION:

School Requested: _____ Facility Needed: _____

Dates Requested: *(List Individually)* *(Auditorium, Gym, Classroom, Restroom, etc.)*

Days of Week Mo/Day/Year Time AM/PM: *(Facility opening/closing)*

_____ _____

_____ _____

_____ _____

_____ _____

EVENT INFORMATION:

Purpose of Event: _____ Fee Charged or Donation Accepted? Yes____ No____

Number of Participants: _____ Spectators: _____ Event *(will) (will not)* be open to the general public

Equipment/Tech Requests: *(Subject to availability)* Special Needs (kitchen/food service worker):

_____ _____

_____ _____

_____ _____

_____ _____

CUSTODIAL SUPPORT REQUESTED:

Hours/Date(s) Needed: _____

Custodial Support Funded by: _____ ***Your costs will continue to increase until your group leaves the premises!***

(When no custodial staff is on site and for weekend use, there is a 3-hour minimum – approximate cost of $105)

We hereby certify that we shall be responsible on behalf of our organization for any damage sustained by the school premises, furniture or equipment because of the occupancy of said premises by our organization, and we have signed and attached the appropriate Hold Harmless Agreement applicable to our user status. **We agree to pay a non-refundable $50 processing fee *(Category II and III only).*** We, the organization, have read and agree to abide by and to enforce the rules, regulations and policies of the Burbank Board of Education governing the use of school facilities as printed on the reverse side hereof.

Applicant's Signature: _____ Date: _____

Title: _____ Phone: _____

(See Regulation 13 on reverse)

Copy of current and In Force Certificate of Insurance MUST be in Applicant's and/or Organization's Name and MUST be attached to this application. Liability Insurance Carrier_____

BURBANK UNIFIED SCHOOL DISTRICT USE ONLY:

Site Recommendation:

Yes____ No____ Principal: _____ Date: _____

Approved: Director of Facilities: _____ Date: _____

_____

Custodians Facilities Staff School / Applicant

REPORT OF USE *(Concerns, Violations, Damages, Etc.)*: _____

(To be completed by the custodian working the use)

Rev 2/22/2024

RULES, REGULATIONS AND POLICIES OF THE BURBANK BOARD OF EDUCATION REGARDING USE OF SCHOOL FACILITIES

(Per Board Policy 1330)

1. All applications for the use of school facilities shall be referred to the Director of Facilities. These applications should be filed at least two weeks in advance of the time the use is desired.

2. Any request for the use of facilities by an organization or a group, shall be presented in writing on a form approved by the Board of Education and signed by the President or Secretary of the organization, or by the individual assuming responsibility for use of facility. "Use of Facilities Request" forms may be obtained at Facilities Services, the school offices of the Burbank Unified School District or online at www.burbankusd.org . All copies of the application shall be completed and returned to Facilities Services; the original to be filed at Facilities Services, second copy to requesting, and third copy to the school.

3. Rental charges shall be made for all activities which do not qualify for free Civic Center use under the provisions of the Civic Center Act. A copy of the Fee Schedule adopted by the Board of Education can be obtained from Facilities Services.

4. School premises shall not be available on school days between the hours of 8 a.m. and 5 p.m. except by special permission of the Director of Facilities, nor shall school premises be available on such occasions or during such hours as have been scheduled in advance by the various school principals for school exercises or functions or in connection with regular school work.

5. Whenever the use of school premises without a rental fee is permitted, it is understood that there will be no admission fee charged, no soliciting of funds, no free will offering, nor sale of literature by the organization using the school facilities.

6. There shall be no smoking in or about school buildings and premises, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling, fighting or gambling be permitted. Violation of this rule by an organization during occupancy shall be sufficient cause for revoking the organization's facility use permit and denying further use of school premises to the organization.

7. Nothing shall be offered for sale at meetings without special permission from the Director of Facilities.

8. The use of school premises shall not be granted when in the opinion of the Director of Facilities, there is a possibility of damage or injury to school property. In case of loss or damage does occur, the person or group signing the request for use of premises shall be fully responsible and liable and shall assume such liability before being granted the use of school premises.

9. Any permit may be revoked by the Director of Facilities for any organization that fails to use the facility as scheduled for three consecutive times.

10. There shall always be a school custodian on duty when school facilities are being used by outside groups. It is further understood that all additional personnel furnished by the Board of Education become a part of the rental agreement. It shall be the duty of the custodian to see that these rules and regulations are enforced and to report any violations or attempted violations to the Director of Facilities. Whenever the Director of Facilities feels that these rules and regulations have been violated, he shall revoke such permit or permits to use as have been given to the organization in question and shall refuse to give further permits to them.

11. Persons or organizations using school premises including a stage or stage equipment shall not be permitted to remove or displace furniture or apparatus including lights, curtains, ceiling balances, the counter weights systems or the switchboard except under the supervision of the school employee in charge. Where a stage is to be used, full details of equipment and personnel needed must be furnished in advance.

12. All rental fees or service charges are payable in advance. Opening of the buildings for use shall be dependent upon the showing of an approved copy of the "Use of Facilities Request" to the custodian in charge. Users of outside facilities must have in their possession an approved copy of the request.

13. Any individual, group or organization qualified for free Civic Center use of school property shall assume the risks and bear all costs specified in the Civic Center Act and Board Policy. The Hold Harmless Agreement for Activities Qualifying for Free Civic Center Use Under Subdivision (a) of Education Code Section 40043 form approved by the Board of Education, shall be submitted with and become a part of the Use of Facilities Request. All other individuals, groups or organizations using school property shall hold the Burbank Unified School District, its governing Board, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. A Hold Harmless Agreement for Activities Qualifying for Civic Rental Costs or Commercial Rentals form approved by the Board of Education shall be submitted with and become a part of the Request for Use of School Facilities. Organizations requesting permits for use of athletic facilities or other facilities as may be deemed appropriate shall provide evidence of suitable liability insurance coverage and shall provide a certificate of insurance showing the District as an additional named insured prior to the use of the facility.

14. The School District shall assume no responsibility for mail of a non-school group and shall not permit the use of the school telephones or school mail by any such group or representative thereof.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities of the Burbank Unified School District (BUSD) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the BUSD, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has the opportunity to carefully consider such premises and facilities. It is further warranted that such entry into the BUSD for observation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the Burbank Unified School District, its Board of Education, officers, employees, members, representatives, agents, guests, invitees, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgements, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and premises [including travel to and from said facilities and premises] and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, employees, members, representatives, agents, guests, invitee and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1) the loss of or damage to any of the District's facilities or premises including any building, structure, or improvement thereon, or any equipment to be used therein;

2) the injury to or death of any person including, but not limited to, the officers, members, employees, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or

3) damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities, access to said facilities and premises, and/or active or passive negligence of the Applicant or of the District, its Board of Education, officers, members, representatives, agents, guests, invitees, and/or employees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMINTY AGREEMENT, and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Date: _____

_____
Signature of Applicant

_____
Print Name



BURBANK UNIFIED SCHOOL DISTRICT SCHOOLS ARE:

- **Alcohol Free**
- **Tobacco Free**
- **Drug Free**

We ask that all individuals and groups who use our facilities *(buildings and grounds areas)* support our effort to keep drugs, alcohol and tobacco out of the Burbank Schools.

_____
Organization

_____
Signature of Applicant

_____
Date

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Assistant Superintendent, Educational Services
PREPARED BY:	Laura Flosi, Director of Child Care Services
SUBMITTED BY:	Glenda Diaz Nolasco, Administrative Secretary
DATE:	November 21, 2024
SUBJECT:	Approval of Revised Agreement with Name Change to YMCA of Metropolitan Los Angeles for Expanded Learning Programs

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Background:

The Burbank Community YMCA had proposed additional programs for K-6 Burbank Unified students using Expanded Learning Opportunity Program (ELOP) funds. These programs were designed to provide up to 300 students with a high-quality educational and enrichment experience that includes, but is not limited to, literacy, mathematics, recreation, physical fitness, and citizenship/ character-building activities. Such activities might involve art, music, physical education, nutrition education, general recreation, career awareness, work preparation activities, community service-learning, and other youth development activities based on students' needs and interests.

District-Wide Goals for 2022-2023:

1. Students will be career/college ready via high-quality instruction
2. Students will be physically, emotionally, and mentally healthy

Discussion/Issues:

The Burbank Community YMCA is undergoing an asset transfer to the YMCA of Metropolitan Los Angeles. Because of this asset transfer, the YMCA of Metropolitan Los Angeles is asking that the Expanded Learning Opportunities Programs agreement be revised between Burbank USD and the YMCA of Metropolitan Los Angeles.

On August 15, 2024, the Board approved the Expanded Learning Opportunities Programs Agreement for activities to be held by the Burbank YMCA from August 2024 through July 2025, as advertised by the YMCA. All programs are open to "unduplicated students" who are low-income, English learners, foster youth, and students experiencing homelessness. As the program vendor, YMCA will incur the cost of Use of Facilities, per Category II of the current Board Approved Use of Facilities Rate Schedule. Below is a description of the proposed programs and proposed budget.

Program	Dates	Description	Proposed Budget

Learn, Grow, Thrive	Five-week program March 17-21, 2025 June 2 – July 3, 2025	The program will provide additional instruction for underperforming English Language Arts and Mathematics students by a certificated classroom teacher. Literacy and math instruction will be four hours of the day, and enrichment instruction will be six hours daily.	$200,000
Performing Arts	(Dates TBD)	We will be expanding our partnership with Conundrum Theatre Company by offering performing arts programming for youth who are from low-income households. We will expand our already successful Little Riddles summer camp to offer an additional 3-week session in 2024, creating a full 6-week program. Youth performed a full musical with a final performance at Burbank's Victory Theatre. We will also add many classes in acting, musical theatre, costume/set design throughout the school year. Performing arts classes increase youth's confidence and teambuilding skills while also teaching STEAM essentials. Math and engineering skills are used in costume and set design, music education, and more.	$500,000
Model United Nations	(Dates TBD)	The program has been offered to middle school students throughout the state since 2001. Middle school students or "ambassadors" will come together in delegations and participate in the program with peers from across California. They can discuss international issues, discover other cultures, develop life-enhancing skills, and make new friends. The four-month program culminates when delegates from Southern California convene for the Model United Nations Summit.	$5,000
STEAM Programming	(Dates TBD)	We will also add various STEAM and fitness classes to our afterschool programming offerings for low-income youth. Classes such as Photography, Film/Video Editing, Science, Legos, Music Production, Cooking, Magic, Swimming, and Physical Fitness will be available throughout the year. Nine classes a week.	$75,000
Total			$936,000

Fiscal Impact:

The original agreement for up to $936,000 from the Expanded Learning Opportunities Program (ELOP) beginning January 1, 2025, through July 31, 2025, with the Burbank Community YMCA is being revised because of the asset transfer to the YMCA of Metropolitan Los Angeles. The Expanded Learning Opportunities Program (ELOP) funding is sufficient to support this agreement. The District is not responsible for additional charges or expenses should grant funding cease.

Recommendation:

Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and YMCA of Metropolitan Los Angeles to provide services for the 2024 – 2025 Expanded Learning Programs, not to exceed $900,000 (01.0-26000.0-11100-10012-5810-5480000 from the fiscal year 2024-2025); and $36,000 (01.0-26000.0-11100-10000-5110-5480000 from the fiscal year 2025-2026) effective January 1, 2025, through July 31, 2025, and that authority to sign this agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Superintendent
PREPARED BY:	Terri Ramirez-Adams, Senior Administrative Secretary
SUBMITTED BY:	Terri Ramirez-Adams, Senior Administrative Secretary
DATE:	November 21, 2024
SUBJECT:	Acceptance of Gifts

John Paramo, 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. Backlight, Inc wishes to donate to the District $1,000 to be used towards Kindergarten field trip entrance fee at Bret Harte Elementary.

b. Disney Elementary Parents through the Disney Fundraising Committee wish to donate to the District $4,888 to be used towards Outdoor Science School at Walt Disney Elementary.

c. Disney Elementary PTA wishes to donate to the District $145.73 to be used for butcher paper at Walt Disney Elementary

d. Disney Elementary PTA wishes to donate to the District $4,080 to be used towards Outdoor Science School buses at Walt Disney Elementary.

e. Disney Elementary PTA wishes to donate to the District $2,900 to be used towards third and fourth grade field trip buses at Walt Disney Elementary.

f. Disney Elementary PTA wishes to donate to the District $181 to be used towards multicultural night at Walt Disney Elementary.

g. Charities Aid Fund America wishes to donate to the District $430 to be used towards materials and supplies at Thomas Edison Elementary.

h. Cristy Hockenhull wishes to donate to the District $200 to be used towards school supervision before school at Ralph Emerson Elementary.

i. Dorian Studio wishes to donate to the District $256.85 to be used at the Principal's discretion at Ralph Emerson Elementary.

j. Emerson Elementary PTA wishes to donate to the District $1,500 to be used towards an assembly at Ralph Emerson Elementary.

k. Ruth Kawasaki wishes to donate to the District $810 to be used towards fifth grade Outdoor Science School scholarships at Ralph Emerson Elementary.

l. McKinley Elementary PTA wishes to donate to the District $12,000 to be used towards buses at William McKinley Elementary.

m. Roosevelt Elementary PTA wishes to donate to the District $4,000 to be used towards Family Engagement Night at Theodore Roosevelt Elementary.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Jennifer Nicholson, Director of Special Education and Psychological Services
PREPARED BY:	Jennifer Nicholson, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary II
DATE:	November 21, 2024
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 960014737 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 960014737 concerning services and/or school placement, a formal settlement agreement was offered on October 24, 2024 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 $211,874.49

Recommendation:

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960014737, total not to exceed $211,874.49, (01.0-65000.0-50010-36000-5813-7440000), July 2024 through October 31, 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:	Jennifer Nicholson, Director of Special Education and Psychological Services
PREPARED BY:	Jennifer Nicholson, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary II
DATE:	November 21, 2024
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 960036980 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 960036980 concerning services and/or school placement, a formal settlement agreement was offered on October 28, 2024 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 $24,000

Recommendation:

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960036980, total not to exceed $24,000, (01.0-65000.0-50010-36000-5813-7440000), June 2022 through December 31, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 10/15/2024 & 10/28/2024

PO Number	Vendor	Description	Site	Fund	Total Amount
25000169	PALI INSTITUTE	C/O 1: INCREASE BY $17,422.50; DEPOSIT FOR OUTDOOR SCIENCE SCHOOL; GIFT FUNDS; BOARD APPROVED 6/20/24	ROOSEVELT ELEMENTARY	010	$18,922.50
25000785	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 2: INCREASE BY $2,500.00; 2024-25 BLANKET ORDER; OFFICE SUPPLIES	JEFFERSON ELEMENTARY	010	$4,500.00
25000792	SMART & FINAL STORES CORP	C/O 2: REDUCE BY $171.08; 2024-25 BLANKET ORDER; SNACKS AND SUPPLIES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$248.92
25000872	AMB GROUP INC.	C/O #1; INCREASE BY $61,954.41; 2425-004, WALK-IN FREEZER REPAIR AND REPLACE AT 3 MIDDLE SCHOOLS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$750,254.41
25001006	SHARP BUSINESS SYSTEMS	C/O 1; INCREASE BY $55,605.61; CARRYOVER PO 24001353; 2023-24 BLANKET ORDER; DISTRICT-WIDE COPIER MANAGED PRINT SERVICES; BOARD APPROVED 8/1/19	FISCAL SERVICES	010	$109,614.03
25001200	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $1,324.54; CLASSROOM SUPPLIES AND EQUIPMENT; STEM GRANT	MUIR MIDDLE SCHOOL	010	$4,258.88
25001228	LION EXPRESS	C/O 2: CANCEL ORDER; STUDENT TRANSPORTATION; OSS; EMRALD COVE; GIFT FUNDS	EMERSON ELEMENTARY	010	$7,200.00
25001773	PRINTERSAURUS REX, INC.	C/O 1: INCREASE BY $67.69; CUSTOM CLOTHING; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$3,965.77
25001811	EMERALD COVE OUTDOOR SCIENCE INSTITUTE	STUDENT ADMISSION DEPOSIT; OSS; GIFT FUNDS; BOARD APPROVED 6/20/24	STEVENSON ELEMENTARY	010	$2,029.60
25001812	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; CHUCK LORRE FAMILY GRANT	MILLER ELEMENTARY	010	$8,449.13
25001813	DAVOODI, RAZMIK	REIMBURSEMENT TO PARENT FOR FIELD TRIP CLOTHING; GIFT FUNDS	EMERSON ELEMENTARY	010	$270.00
25001814	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT	LUTHER BURBANK MIDDLE SCHOOL	010	$1,254.10
25001815	AMAZON CAPITAL SERVICES	FURNITURE; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$316.18
25001816	AMAZON CAPITAL SERVICES	CLASSROOM AND TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$344.08
25001817	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	INSTRUCTIONAL SERVICES	010	$66.09
25001818	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; AMS FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3,907.39
25001819	AMAZON CAPITAL SERVICES	2024-25 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	MAGNOLIA PARK	010	$600.00
25001820	AMAZON CAPITAL SERVICES	2024-25 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	MC KINLEY ELEMENTARY	010	$1,300.00
25001821	AMAZON CAPITAL SERVICES	2024-25 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	MC KINLEY ELEMENTARY	010	$600.00
25001822	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; CHILD NUTRITION SCHOOL PROGRAM	FOOD SERVICES	130	$941.01
25001823	PARAGON INDUSTRIES, LP	CLASSROOM EQUIPMENT; AMS FUNDS	BURBANK HIGH SCHOOL	010	$14,834.86

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 10/15/2024 & 10/28/2024

PO Number	Vendor	Description	Site	Fund	Total Amount
25001824	CENIC	2024-25 BLANKET ORDER; DISTRICT-WIDE HIGHSPEED BANDWIDTH INTERNET ACCESS; BOARD APPROVED 10/3/24	TECHNOLOGY SERVICES	010	$5,620.00
25001825	CDW-G - COMPUTER DISCOUNT WHSE	TECHNOLOGY SUPPLIES	MC KINLEY ELEMENTARY	010	$79.93
25001826	COSCO FIRE PROTECTION INC	FIRE SPRINKLER REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$995.00
25001827	PIPER, RICHARD	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$113.27
25001828	CARRILLO, STEPHANIE	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$94.77
25001829	WALKER, AMY	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$49.60
25001830	SIM, AMANDA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	JEFFERSON ELEMENTARY	010	$223.30
25001831	GERONIMO, EDGARDO	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$80.03
25001832	ALMER, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR FOOD AND SUPPLIES FOR LATIN WEEK EVENT; GIFT FUNDS	EMERSON ELEMENTARY	010	$188.42
25001833	COMPLETE BUSINESS SYSTEMS	OFFICE SUPPLIES	MUIR MIDDLE SCHOOL	010	$565.74
25001834	GUITAR CENTER	INSTRUMENT REPAIR MATERIALS; AMS FUNDS	STEVENSON ELEMENTARY	010	$29.77
25001835	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; HOLDER MAIN	JOHN BURROUGHS HIGH SCHOOL	010	$700.00
25001836	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$1,194.42
25001837	BOOTCHK, ERICA	MOSAIC TILE MURAL AT MUIR MIDDLE SCHOOL; GIFT AND ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	$9,000.00
25001838	VENTRIS LEARNING	CLASSROOM SUPPLIES	STEVENSON ELEMENTARY	010	$174.35
25001839	HAWTHORNE EDUCATIONAL SERVICES INC	INSTRUCTIONAL MATERIALS	INSTRUCTIONAL SERVICES	010	$281.14
25001840	AMAZON CAPITAL SERVICES	FACILITY REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$315.04
25001841	PRO-ED	TESTING MATERIALS	SPECIAL EDUCATION	010	$263.35
25001842	MCCALLA COMPANY JANITORIAL SUPPLIES	WAREHOUSE MATERIALS AND SUPPLIES; UNRESTRICTED MAINTENANCE FUNDS	FACILITIES SERVICES	010	$210.84
25001843	4A CRANE SERVICE CO.	EQUIPMENT RENTAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$250.00
25001844	4A CRANE SERVICE CO.	EQUIPMENT RENTAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	VARIOUS SITES	010	$1,500.00
25001845	4A CRANE SERVICE CO.	EQUIPMENT RENTAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	BURBANK HIGH SCHOOL	010	$700.00

BOARD DETAIL REPORT

Printed between 10/15/2024 & 10/28/2024

PO Number	Vendor	Description	Site	Fund	Total Amount
25001846	THE SIGN STUDIO	FACILITY REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	EMERSON ELEMENTARY	010	$132.30
25001847	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR TUITION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/3/24	SPECIAL EDUCATION	010	$110,000.00
25001848	DEVIRGILIS, TED	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$397.30
25001849	THE MUSIC CENTER	CONSULTANT AGREEMENT; STUDENT ASSEMBLY; GIFT FUNDS; BOARD APPROVED 10/3/24	ROOSEVELT ELEMENTARY	010	$1,550.00
25001850	CDW-G - COMPUTER DISCOUNT WHSE	COMPUTER EQUIPMENT; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$547.42
25001851	TRANE U.S. INC	FACILITY REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	DISNEY ELEMENTARY	010	$998.57
25001852	HEGGERTY PHONEMIC AWARENESS	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$210.49
25001853	SHIFFLER EQUIPMENT SALES, INC	FACILITY REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$365.54
25001854	USI EDUCATION & GOVERNMENT SALES	CLASSROOM SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$402.04
25001855	ULINE - Attn: ACCOUNTS RECEIVABLES	CUSTODIAL SUPPLIES; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$235.31
25001856	MCGUIRE, AMY ELIZABETH	CONSULTANT AGREEMENT; CHOIR INSTRUCTION; GIFT FUNDS; BOARD APPROVED 9/5/24	JEFFERSON ELEMENTARY	010	$2,375.00
25001857	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; VMA; MAGIC MOUNTAIN; ACCOUNTS RECEIVABLE	MUIR MIDDLE SCHOOL	010	$2,360.00
25001858	OGAWA, RANDY M	2024 - 25 BLANKET; RETIREE MEDICAL REIMBURSEMENT	FISCAL SERVICES	670	$3,842.60
25001859	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$118.65
25001860	AMAZON CAPITAL SERVICES	BOOKS; GIFT FUNDS	DISNEY ELEMENTARY	010	$557.09
25001861	NEARPOD LLC	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/20/24	MUIR MIDDLE SCHOOL	010	$8,000.00
25001862	CRAFTMASTER HARDWARE, LLC	FACILITIES SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$749.70
25001863	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; LOS ANGELES ZOO; GIFT FUNDS	STEVENSON ELEMENTARY	010	$1,400.00
25001864	FIRST STUDENT, INC	STUDENT TRANSPORTATION; NATURAL HISTORY MUSEUM; GIFT FUNDS	STEVENSON ELEMENTARY	010	$3,193.17
25001865	EDMENTUM, INC.	SOFTWARE LICENSE; ADULT EDUCATION-BLOCK GRANT; BOARD APPROVED 6/20/24	BURBANK ADULT SCHOOL	110	$36,000.00
25001866	EDMENTUM, INC.	SOFTWARE LICENSE; ADULT EDUCATION-BLOCK GRANT; BOARD APPROVED 6/20/24	BURBANK ADULT SCHOOL	110	$3,152.50

Printed between 10/15/2024 & 10/28/2024

PO Number	Vendor	Description	Site	Fund	Total Amount
25001867	MAXWELL, DENNIS	REIMBURSEMENT TO DIRECTOR OF FACILITIES FOR FACILITY REPAIR MATERIAL; UNRESTRICTED MAINTENANCE FUNDS	FACILITIES SERVICES	010	$24.40
25001868	STARFALL EDUCATION FOUNDATION	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/20/24	MILLER ELEMENTARY	010	$355.00
25001869	PACINO, LORI	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR FOOD FOR NEW TEACHER MEETING	MUIR MIDDLE SCHOOL	010	$91.62
25001870	TRANS GAS PROPANE	FACILITY REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FISCAL SERVICES	010	$26.02
25001871	BURLINGTON ENGLISH INC.	SOFTWARE LICENSE; ADULT EDUCATION-BLOCK GRANT; BOARD APPROVED 6/20/24	BURBANK ADULT SCHOOL	110	$96,000.00
25001872	US AIR CONDITIONING DISTRIBUTORS	REPLACEMENT HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$5,446.35
25001873	PLAYPOWER LT FARMINGTON INC.	PLAYGROUND EQUIPMENT AT EDISON; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$14,940.98
25001874	ULINE - Attn: ACCOUNTS RECEIVABLES	WAREHOUSE MATERIALS AND SUPPLIES; UNRESTRICTED MAINTNENANCE FUNDS	FACILITIES SERVICES	010	$1,816.87
25001875	SWEETWATER SOUND INC	AUDIO EQUIPMENT; K12 STRONG WORKFORCE GRANT	BURBANK HIGH SCHOOL	010	$1,156.52
25001876	TURF STAR, INC.	EQUIPMENT REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$905.71
25001877	GRUESCHOW, ANDREW J	CONSULTANT AGREEMENT; MUSIC WORKSHOPS; AMS FUNDS; BOARD APPROVED 9/5/24	JEFFERSON ELEMENTARY	010	$4,840.00
25001878	PLUMBING WHOLESALE OUTLET INC	WATER HEATER; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$959.16
25001879	AMAZON CAPITAL SERVICES	CLASSROOM AND OFFICE SUPPLIES	BURBANK HIGH SCHOOL	010	$727.27
25001880	AMAZON CAPITAL SERVICES	CLASSROOM AND OFFICE SUPPLIES	BURBANK HIGH SCHOOL	010	$124.22
25001881	TIME AND ALARM SYSTEMS	CARRYOVER PO 24002630; 2324-012 REMOVE AND REPLACE FIRE ALARM DEVICES AT EDISON ELEMENTARY; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$2,470.07
25001882	PACINO, LORI	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR FOOD FOR STAFF APPRECIATION EVENT	MUIR MIDDLE SCHOOL	010	$192.35
25001883	GEE, KELLY	REIMBURSEMENT TO PARENT FOR STUDENT AWARDS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$91.76
25001884	SUNBELT CONTROLS INC	BUILDING SYSTEMS SERVICE AT MUIR AND BURBANK HIGH; ON-GOIING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$2,030.00
25001885	BERNIER REFRIGERATION GENERATIONS, INC.	REFRIGERATOR REPAIR CHARGES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$2,124.00

BOARD DETAIL REPORT

Printed between 10/15/2024 & 10/28/2024

PO Number	Vendor	Description	Site	Fund	Total Amount
25001886	DIFFIT INC.	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/20/24	MUIR MIDDLE SCHOOL	010	$4,600.00
25001887	GUITAR CENTER	CARRYOVER PO 24004336; MUSCIAL INSTRUMENTS; ARTS FOR ALL FUNDS	MUIR MIDDLE SCHOOL	010	$5,941.37
25001888	HEGGERTY PHONEMIC AWARENESS	INSTRUCTIONAL MATERIALS	JEFFERSON ELEMENTARY	010	$526.21
25001889	BRAINPOP	SOFTWARE LICENSE; GIFT FUNDS; BOARD APPROVED 6/20/24	BRET HARTE ELEMENTARY	010	$3,890.25
25001890	KINETIC LIGHTING INC	MAINTENANCE SUPPLIES	BURBANK HIGH SCHOOL	010	$154.41
25001891	VENTRIS LEARNING	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$251.53
25001892	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$264.57
25001893	DRIVELINE BASEBALL ENTERPRISES, LLC	PLAYGROUND SUPPLIES	BURBANK HIGH SCHOOL	010	$278.88
25001894	HUBBELL, STEVEN	REIMBURSEMENT TO PRINCIPAL FOR GRADUATION FLOWERS	LUTHER BURBANK MIDDLE SCHOOL	010	$200.00
25001895	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	FURNITURE; ADULT EDUCATION - BLOCK GRANT	BURBANK ADULT SCHOOL	110	$222.01
25001896	US BANK NATIONAL ASSOCIATION	FURNITURE	BURBANK HIGH SCHOOL	010	$259.05
25001897	US BANK NATIONAL ASSOCIATION	CLASSROOM SUPPLIES; K12 STRONG WORKFORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$86.10
25001898	LINKIN PRINTS	CUSTOM CLOTHING; MAA FUNDS	MC KINLEY ELEMENTARY	010	$502.68
25001899	DEVIRGILIS, TED	REIMBURSEMENT TO TEACHER FOR TRAVEL EXPENSE; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$761.60
25001900	YUKAKO INOUE	MURAL ENGRAVING; ACCOUNTS RECEIVALBE FUNDS	MUIR MIDDLE SCHOOL	010	$1,000.00
25001901	CAMBRIDGE UNIVERSITY PRESS	BOOKS; ADULT ED GENERAL APPORTIONMENT FUNDS	BURBANK ADULT SCHOOL	110	$21,254.25
25001903	AMAZON CAPITAL SERVICES	BOOKS; GIFT FUNDS	MILLER ELEMENTARY	010	$82.26
25001904	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$547.45
25001905	K-LOG	PARTITION; ADULT EDUCATION - BLOCK GRANT	BURBANK ADULT SCHOOL	110	$2,703.09
25001906	PAYNE, MARBELL	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$150.00
25001907	WARD'S NATURAL SCIENCE	CLASSROOM SUPPLIES; K12 STRONG WORKFORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$328.10
25001908	FLINN SCIENTIFIC INC	CLASSROOM SUPPLIES; K12 STRONG WORKFORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$383.75
25001909	SALAS, CRYSTAL	REIMBURSEMENT TO OFFICE ASSISTANT FOR SUPPLIES	STEVENSON ELEMENTARY	010	$18.59
25001910	LAKESHORE CURRICULUM MATERIAL	CARPET	ROOSEVELT ELEMENTARY	010	$568.96
25001911	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE III IMMIGRANT EDUCATION FUNDS	MILLER ELEMENTARY	010	$347.25
25001912	AMAZON CAPITAL SERVICES	FURNITURE; GIFT FUNDS	STEVENSON ELEMENTARY	010	$336.62
25001913	RAPTOR TECHNOLOGIES LLC	OFFICE SUPPLIES	MUIR MIDDLE SCHOOL	010	$585.74

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
25001914	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$251.57
25001915	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$202.20
25001916	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$250.86
25001917	AMAZON CAPITAL SERVICES	FACILITY REPAIR MATERIAL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$137.90
25001918	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$172.13
25001919	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$247.94
25001920	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$242.16
25001921	AMERICAN OUTDOOR EDUCATION LLC	STUDENT ADMISSION; OSS; AMERICAN OUTDOOR EDUCATION; GIFT FUNDS; BOARD APPROVED 6/20/24	BRET HARTE ELEMENTARY	010	$40,332.60
25001922	SOFTCHOICE CORP	SOFTWARE LICENSE; BOARD APPROVED 6/20/24	TECHNOLOGY SERVICES	010	$1,215.55
25001923	PRINT & FINISHING SOLUTIONS	REPAIR PARTS FOR PRINT SHOP EQUIPMENT; PRINT SHOP FUNDS	WAREHOUSE	010	$1,440.09
25001924	DIVISION OF THE STATE ARCHITECT	DSA APPLICATION AND PLAN REVIEW FEES FOR ROOSEVELT PROJECT	FACILITIES SERVICES	213	$6,557.50
25001925	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,373.87
25001926	TRUDVANG LLC	TESTING MATERIALS	SPECIAL EDUCATION	010	$180.38
25001927	ANBRASS MUSIC	2024-25 BLANKET ORDER; INSTRUMENT REPAIRS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,560.00
25001928	ANBRASS MUSIC	MUSICAL INSTRUMENT REPAIRS	LUTHER BURBANK MIDDLE SCHOOL	010	$439.97
25001929	AMAZON CAPITAL SERVICES	CLASSROOM AND OFFICE SUPPLIES; GENERAL AND SPECIAL EDUCATION FUNDS	JEFFERSON ELEMENTARY	010	$136.40
25001930	AMAZON CAPITAL SERVICES	CLASSROOM AND OFFICE SUPPLIES; SPECIAL EDUCATION, TITLE I, AND GIFT FUNDS	DISNEY ELEMENTARY	010	$158.04
25001931	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE III IMMIGRANT EDUCATION FUNDS	MILLER ELEMENTARY	010	$1,041.76
25001932	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; JPL; GIFT FUNDS	DISNEY ELEMENTARY	010	$1,400.00
25001933	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	BRET HARTE ELEMENTARY	010	$499.60
25001934	JAMISON, MOZHDEH	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$89.66
25001935	GERONIMO, EDGARDO	REIMBURSEMENT TO TEACHER FOR CLASROOM SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$152.53
25001936	SMITH, KRISTIE	REIMBURSEMENT TO SCHOOL ATTENDANCE TECH FOR HALLOWEEN EVENT SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$88.01
25001937	ATK AUDIOTEK	AUDIO AMPLIFICATION SYSTEM; K12 SRONG WORKFORCE GRANT FUNDS	INSTRUCTIONAL SERVICES	010	$41,895.40

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
25001938	HOLDING HANDS OPCO LLC	PREOFESSIONAL SERVICES AGREEMENT; FUNCTIONAL BEHAVIOURAL ASSESSMENT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 8/15/24	SPECIAL EDUCATION	010	$1,600.00
25001939	AMAZON CAPITAL SERVICES	BOOKS; GIFT FUNDS	DISNEY ELEMENTARY	010	$418.54
25001940	APPLE COMPUTER ED SALES	TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$418.95
25001941	CUSTOMGUIDE, INC	SOFTWARE LICENSE; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$1,200.00
25001942	JUNIOR ACHIEVEMENT OF SOUTHERN CALIFORNIA INC	REGISTRATION FEES; JUNIOR ACHIEVEMENT OF SOUTHERN CALIFORNIA; SPED-IDEA MENTAL HEALTH FUNDS	BURBANK HIGH SCHOOL	010	$2,250.00
25001943	JUNIOR ACHIEVEMENT OF SOUTHERN CALIFORNIA INC	REGISTRATION FEES; JUNIOR ACHIEVEMENT OF SOUTHERN CALIFORNIA; SPED-IDEA MENTAL HEALTH FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$5,250.00
25001944	JUNIOR ACHIEVEMENT OF SOUTHERN CALIFORNIA INC	REGISTRATION FEES; JUNIOR ACHIEVEMENT OF SOUTHERN CALIFORNIA; SPED-IDEA MENTAL HEALTH FUNDS	SPECIAL EDUCATION	010	$2,500.00
25001945	APPLE COMPUTER ED SALES	APPLE APP CREDIT VOUCHER; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$2,500.00
25001946	MY, LOR	REIMBURSEMENT TO TEACHER FOR LATIN WEEK EVENT SUPPLIES; GIFT FUNDS	EMERSON ELEMENTARY	010	$47.07
25001947	ETM-LA, INC	MUSIC INSTRUCTION; GIFT AND AMS FUNDS; BOARD APPROVED 6/20/24	PROVIDENCIA ELEMENTARY	010	$25,550.00
25001948	ANBRASS MUSIC	MUSICAL INSTRUMENT REPAIR	MUIR MIDDLE SCHOOL	010	$2,850.00
25001949	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$194.46
25001950	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$778.93
25001951	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT AND AMS FUNDS	EMERSON ELEMENTARY	010	$159.84
25001952	2 GUYS TERMITE, INC.	TERMITE TREATMENT AT EMERSON; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$650.00
25001953	2 GUYS TERMITE, INC.	TERMITE TREATMENT AT HUERTA; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$850.00
25001954	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$90.41
25001955	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; ELOP FUNDS	DISNEY ELEMENTARY	010	$122.27
25001956	LAPERRIERE, MARIA	REIMBURSEMENT TO PARENT FOR HALLOWEEN ACTIVITY SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$151.62
25001957	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	EDISON ELEMENTARY	010	$127.92
25001958	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; ELOP FUNDS	PROVIDENCIA ELEMENTARY	010	$77.15

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 10/15/2024 & 10/28/2024

PO Number	Vendor	Description	Site	Fund	Total Amount
25001959	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	WASHINGTON ELEMENTARY	010	$136.49
25001960	MULTI-HEALTH SYSTEMS	HEALTH SUPPLIES	SPECIAL EDUCATION	010	$931.61
25001961	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$2,384.25
25001962	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; ELOP FUNDS	WASHINGTON ELEMENTARY	010	$82.27
25001963	QUALITY LOCATING INC	UTILITY LOCATING SERVICES; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$7,720.00
25001964	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; CALIFORNIA SCIENCE CENTER; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$5,920.00
25001965	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; LEONIS ADOBE; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$1,400.00
25001966	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; LEONIS ADOBE; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$700.00
25001967	ACSA FOUNDATION FOR EDUCATIONAL ADMIN	MEMBERSHIP RENEWAL; BOARD APPROVED 6/20/24	PERSONNEL SERVICES	010	$1,690.56
25001968	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS; LOTTERY FUNDS	PROVIDENCIA ELEMENTARY	010	$79.37
25001969	HOWITT, ELAYNE	REIMBURSEMENT TO TEACHER FOR TRAINING; SPECIAL EDUCATION - WORKABILITY GRANT	SPECIAL EDUCATION	010	$87.45
25001970	US BANK NATIONAL ASSOCIATION	FCC RADIO LICENSE RENEWALS	FACILITIES SERVICES	010	$330.00
25001971	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; LOS ANGELES ZOO; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$6,240.00
25001972	LION EXPRESS	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$2,000.00
25001973	BAND SHOPPE	BAND EQUIPMENT; AMS FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,023.97

PO Count: **170** **Total:** **$1,493,239.87**

Printed between 10/15/2024 & 10/28/2024

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	153	$557,899.32
110	Adult Education Fund	12	$171,621.03
130	Cafeteria Fund	3	$753,319.42
213	Building Fund - 3rd Issuance	1	$6,557.50
670	Self Insurance Fund	1	$3,842.60
		Total:	**$1,493,239.87**

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
PREPARED BY:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	November 21, 2024
SUBJECT:	Approval of John Burroughs High School Boys Volleyball (Overnight) Field Trip

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Background:
The John Burroughs High School Boys Volleyball wishes to attend the La Jolla's 23rd Annual Beach City Invitational on Friday, March 21, 2025 through Saturday, March 22, 2025

Itinerary
Day 1 – Friday, March 21st, students will meet at John Burroughs High School at 10:00 am for the trip to La Jolla, CA. Tournament will be held at La Jolla and other San Diego Regional schools. Team dinner will be at 8:30 pm. Team meeting at 10:30 pm with lights out at 10:45 pm.

Day 2 – Saturday, March 22nd, students will have breakfast at the hotel. Students will pack up and prep to leave for day 2 of tournament. Competition begins at 9:45 am. Students will return to JBHS at conclusion of the tournament.

In accordance with Board Policy and Administrative Regulations 6153 regarding field trips, all students will sign a behavior contract along with all necessary field trip forms. A parent meeting is scheduled for February 13, 2025. All students and parents/guardians are expected to attend.

Fiscal Impact:
There is no cost to students for transportation, food and lodging. No student will be denied participation in this field trip due to lack of personal funds.

Recommendation:
Oscar Macias, Interim Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the John Burroughs High School Boys Volleyball (Overnight) Field Trip request to participate in the La Jolla High School Beach Cities Tournament in La Jolla, CA from Friday, March 21, 2025 through Saturday, March 22, 2025, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Dennis Maxwell, Director of Facilities
SUBMITTED BY:	Alexi Buliavac, Facilities, Operations and Construction Technician
DATE:	November 21, 2024
SUBJECT:	Approval of Award of Contract, Dave Bang & Associates Inc., Furnish and Install Rubber Surfacing in Playground Areas, William McKinley Elementary School and Robert Stevenson Elementary School (Bond Fund)

Background:
Due to recent safety concerns, the District is in the process of installing rubber surfacing to two (2) playground areas at William McKinley Elementary School and one (1) playground area at Robert Stevenson Elementary School. The District received three (3) CMAS for the project with Dave Bang being the lowest responsible bidder.

District-Wide Goals for 2022-2023:
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 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.

Discussion/Issues:
On October 9, 2024, the District received a proposal from Dave Bang to install new rubber surface in the playground areas at two sites.

Fiscal Impact:
$59,751.92 Stevenson Elementary (Bond Fund)
$101,954.34 McKinley Elementary (Bond Fund)
$161,706.26 Grand Total (Bond Fund)

Recommendation:
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the contract between Burbank Unified School District and Dave Bang & Associates Inc., to Furnish and Install Rubber Surfacing in Playground Area at William McKinley Elementary School and Robert Stevenson Elementary School, effective November 22, 2024 through November 21, 2025, not to exceed $59,751.92 (21.3-00000.0-91006-85000-6250-2150000) and $101,954.34 (21.3-00000.0-91006-

85000-6250-2090000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Burbank Unified School District
Department of Student Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Julie Markussen, Director, Student Services

PREPARED BY: Julie Markussen, Director, Student Services

SUBMITTED BY: Lauren Dieter, Administrative Secretary

DATE: November 21, 2024

SUBJECT: Ratification of Agreement for Consultant Services with Covelo Group Inc.

Background:
The District contracts with agencies to provide other health services on an "as needed" basis when the District does not have qualified staff available for students. Student Services requests the following master blanket purchase order be approved by the Board of Education to cover the Consultant listed below.

Discussion/lssues:
The implementation of this agreement will not affect the District's internal accounting controls. Each invoice received requires the same documentation in order to issue payment to the consultant. The required documentation includes a signed Consultant Service Agreement approving the services for a student, an audited and approved Authorization for Payment form and invoice**.**

Fiscal Impact:
Not to exceed $50,000 funded through Student Services special uses account string

Recommendation:
Julie Markussen, Director, Student Services, recommends that the Board of Education ratify the agreement for consultant services between the Burbank Unified School District and Covelo Group Inc. to provide other health services on an "as needed" basis when other qualified staff are not available effective November 5, 2024 through June 30, 2025, not to exceed $50,000 (01.0-00000.0-11100-10000-5810-7452000), and that the authority to sign the agreement be exercised pursuant to BUSD/AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 5 of November , 2024 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Covelo Group Inc. hereinafter referred to as "Consultant."

Payee's Name Covelo Group Inc. Daytime Phone Number 310-779-4849

Email Address bfajinmi@covelogroup.com

Mailing Address 5757 Wilshire Blvd. Suite 401 Los Angeles, CA 90036

Sponsoring Administrator Julie Markussen, Director, Student Services

Board Approval Date November 21, 2024

Account String 01.0-00000.0-11100-10000-5810-7452000

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 $ tbd per hour■/ per day ☐/ per session■ for a total not to exceed $50,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on November 5, 2024 and terminating on June 30, 2025 .
3. Payment Terms: _____
4. Consultant will provide the following services:

   Covelo Group Inc. will provide other health services on an "as needed" basis when the District does not have qualified staff available for students on 504 plans.
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.

_____			11/5/24	
BUSD Authorized Signature/Title	Date	Consultant	Covelo Group 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

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Dennis Alan Maxwell Jr, Director of Facilities
SUBMITTED BY:	Alexi Buliavac, Facilities, Operations and Construction Technician
DATE:	November 21, 2024
SUBJECT:	Acceptance of Notice of Completion, Montgomery Hardware Company, Furnish and Install Security Upgraded Hardware, Dolores Huerta Middle School, Thomas Jefferson Elementary School and Joaquin Miller Elementary School (Bond Fund)

Background:
In the spring of 2013, Bond Measure "S" was passed by the voters in Burbank. As part of Measure "S", the safety security and protection of students and staff is paramount. To fulfill that promise, the District has engaged with various providers for the procurement and installation of additional security hardware at Dolores Huerta Middle, Thomas Jefferson and Joaquin Miller Elementary Schools.

District-Wide Goals for 2022-2023:
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 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.

Discussion/Issues:
The District received proposals No. 450623, 450696, and 450684 from Montgomery Hardware to provide and install ADA security upgraded hardware at three (3) school sites. As a continuation of the Bond portion of Measure "S", District staff has worked closely with General Services Administration (GSA) approved providers to participate in procuring and installing various state-of-the-art hardware and security-locking mechanisms for the safety of students and staff throughout the District. Montgomery Hardware Company is an approved GSA dealer who is familiar with the District. This project was completed on November 6, 2024.

Fiscal Impact:
$382,317.30 - Dolores Huerta Middle School
$210,720.47 - Thomas Jefferson Elementary School
$200,872.23- Joaquin Miller Elementary School
$793,910.10 - Grand Total (Bond Fund)

Recommendation:

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Furnish and Install Security Upgraded Hardware at Dolores Huerta Middle School, Thomas Jefferson Elementary School and Joaquin Miller Elementary School, PO 25000391, 25000390 and 25000505, not to exceed $382,317.30 (213-00000-0-91013-85000-6250-321-0000-0000), $210,720.47 (213-00000-0-91013-85000-6250-206-0000-0000), and $200,872.23 (213-00000-0-91013-85000-6250-210-0000-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Carrie Bogdanovich, Director of Food Services
SUBMITTED BY:	Alexi Buliavac, Facilities, Operations and Construction Technician
DATE:	November 21, 2024
SUBJECT:	Approval of Award of Contract, AMB Group Inc., Bid 2324-035-09, Kitchen Infrastructure at Various Sites (KIT Fund)

Background:
Burbank Unified School District issued a Notice Inviting Bids for Bid 2324-035-09, Kitchen Infrastructure at Various Sites. A job walk was held on October 2, 2024, twelve (12) vendors were present. The District received and opened the bids on Thursday, October 24, 2024. There were four (4) bid packages in total. Qualifying Bids for Kitchen Infrastructure at Various Sites received were as follows:

AMB Group, Inc.	$1,178,000
CTG Construction, INC., dba CTG Georgio Painting Co.	$1,799,000
Spec Construction Co., Inc.	$2,148,000
The Nazerian Group	$2,494,123

District-Wide Goals for 2022-2023:
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.

Discussion/Issues:
The District is planning to complete Kitchen Infrastructure upgrades to the following sixteen (16) sites: Burbank High School, John Burroughs High School, Monterey High School, John Muir Middle School, Dolores Huerta Middle School, Thomas Edison Elementary, Thomas Jefferson Elementary, Bret Harte Elementary, William McKinley Elementary, George Washington Elementary, Providencia Elementary, Ralph Emerson Elementary, Theodore Roosevelt Elementary, Robert Louis Stevenson Elementary and Joaquin Miller Elementary.

Some of the scope of work includes upgrading from two-compartment sinks to three-compartment sinks in compliance with current health codes, as well as the installation of floor drains. Among other upgrades that are tailored to each specific site.

Financial Impact:
$728,000.00 Base Bid (KIT Fund 2022)
$440,000.00 Allowance (KIT Fund 2022)
$1,178,000 Grand Total (KIT Fund 2022)

Recommendation:
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the contract between Burbank Unified School District and AMB Group Inc., for Kitchen Infrastructure upgrades at Various Sites, effective November 22, 2024 through November 21, 2025, not to exceed $1,178,000 (01.0-81500.0-00000-85000-6250-3100000) KIT Fund 2022, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

SECTION 00 03 00

BID FORM

TO: **BURBANK UNIFIED SCHOOL DISTRICT**, acting by and through its Governing Board, herein called "District".

FROM: AMB Group Inc.
(Proper Name of Bidder)
Dept. of Industrial Relations Public Works Contractor Registration # 1000826170

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

   Bid Package(s) 2324-035-99 for the construction of the project known as **KITCHEN INFRASTRUCTURE AT VARIOUS SITES** in the District described above, all in strict conformance with the drawings and other contract documents on file at the Business Office of said District for amounts set forth herein.

2. ADDENDA
   The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

Number	Number	Number	Number	Number	Number	Number	Number
1	2	3	4	5			

3. BASE BID (Numerical)
   (Not to include cost for Allowance) $ 738,000.00

   ALLOWANCE (Numerical)
   (See Spec Section 01 21 00) $ 440,000.00

   TOTAL BASE BID & ALLOWANCE (Numerical) $ 1,178,000.00

   TOTAL BASE BID & ALLOWANCE (in Words) One Million,
   one hundred Seventy eight thousand DOLLARS

4. ALTERNATE BIDS
The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in Section 01 01 90 – Contract Considerations.

Alternate No. 1 = (add) (deduct) $ N/A

Alternate No. 2 = (add) (deduct) $ N/A

5. TIME FOR COMPLETION: The aggregate sum total work of all individual prime contractors to the District comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **ONE HUNDRED NINETY-SIX (196) consecutive calendar days.** Bidder acknowledges liability for liquidated damages in the amount stipulated in the Agreement, and not as a penalty, for each calendar day of the delay for which Contractor has contributed to or caused until the complete project is completed and accepted.

6. It is understood that the District reserves the right to reject this bid and that the Bid shall remain open to acceptance and is irrevocable for a period of **NINETY (90)** days.

7. The following documents are attached hereto:
   i. Document 00 03 01 Bidder Questionnaire
   IMPORTANT NOTICE: This project is subject to DIR Public Works Funding Legislation - SB 854. To bid on this Project, the Prime Bidder and all of Prime Bidder's Subcontractors are required to be registered online as a "public works contractor" with the California Department of Industrial Relations at www.dir.ca.gov and each shall pay an annual non-refundable fee via credit card.
   ii. Document 00 03 01-1 DIR Registration Verification
   iii. Document 00 03 01-2 Acknowledgement of Bidding Practices Regarding Indemnity
   iv. Document 00 04 10 Bid Bond
   v. Document 00 04 30 Designation of Subcontractors. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of $100,000.00 must be bonded.
   vi. Document 00 04 80 Non-collusion Declaration
   vii. Document 00 04 85 CARB Certification Form
   viii. Document 00 04 90 Certification – Participation of Disabled Veteran Business Enterprises

8. Site Visit Certification:
By submission of this bid, the Bidder hereby certifies that it's estimating and management staff has visited the site of the proposed work and is fully acquainted with the conditions relating to construction and labor. Bidder fully understands the facilities, difficulties, and restrictions attending the execution of the work under contract and has also relayed is this information to all listed subcontractors and suppliers. Bidder fully indemnifies **BURBANK UNIFIED SCHOOL DISTRICT**, the Architect, the Construction Manager and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during a visit to the site.

9. The Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while fully cooperating and complying with all of the applicable provisions of the District's labor compliance program. The undersigned Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claims" and "knowingly" are defined in the California False Claims Act, CA Gov. Code, §2650 et. Seq.), the District will be entitled to civil remedies set forth in the California False Claims Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District **TWO (2)** executed copies of the Performance Bond and Payment Bond as specified, all within **FIVE (5)** days after receipt of Notice Of Award letter, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's "Notice To Proceed", and shall be completed by the Contractor in the time specified in the contract documents.

12. Notice of Award letter or other correspondence should be addressed to the undersigned at the address stated below.

13. The names of all persons interested in the foregoing proposal as principals are as follows:
Karin Vartanian
Ara Baghdasarians

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

14. The undersigned bidder declares that he or she is licensed in accordance with the act providing for registration of contractors and the documentation of licensure is as follows:

	License #	Classification	Expiration Date
1.	1014918	B	06/30/26
2.			
3.			

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

15. In the event the bidder to whom Notice of Award is given fails or refuses to post the required bonds and return executed copies of the agreement form within **FIVE (5)** calendar days from the date of receiving the Notice of Award, the District may declare the Bidder's bid deposit or bond forfeited as damages.

16. Pursuant to Section 4552 of the Government code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

17. Bidder hereby automatically certifies, by submission of this bid form, that Bidder is fully knowledgeable of and in full compliance with California Public Contract Code Sections 2201-2208 (AKA: Iran Contracting Act) by either Option #1 "Certification" or Option #2 "Exemption".

NAME Karin Vartanian

ADDRESS 501 W. Glenoaks blvd. #423, Glendale, CA 91202

NAME Ara Baghdasarians

ADDRESS 501 W. Glenoaks blvd. #423, Glendale, CA 91202

DATE: 10/17/24

AMB Group Inc.
PROPER NAME OF BIDDER

BY: _____
SIGNATURE OF BIDDER

BY: _____
SIGNATURE OF BIDDER

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

Street Address: 501 W. Glenoaks blvd. #423

City, State, Zip Code: Glendale, CA 91202

Mailing Address: 501 W. Glenoaks blvd. #423

City, State, Zip Code: Glendale, CA 91202

Telephone: FAX: 818-220-2641 / 818-864-6595

END OF DOCUMENT

SECTION 00 03 01

BIDDER QUESTIONNAIRE

(Must be submitted simultaneously with Bid Form when Pre-Qualification is not required)

NAME OF BIDDER: AMB Group Inc.

1. Have you, or any of the principals, officers, or directors of your company, been principals, officers or directors in another company within the past 5 years?

   a. _____ No

   b. __X__ Yes

2. If the answer to question #1 above is yes, please complete the following historical information for the past 5 years (attach additional pages if necessary).

   a. Name of person: Ara Baghdasarians
      i. Current position in this company: None
      ii. Number of years of service with this company: 9 Years
      iii. Past history:
         (1) Company name: Chalmers Construction Services, Inc.
         Years of service from: 2014 to 2023
         (2) Company name: _____
         Years of service from: _____ to _____

   b. Name of person: _____
      i. Current position in this company: _____
      ii. Number of years of service with this company: _____
      iii. Past history:
         (1) Company name: _____
         Years of service from: _____ to _____
         (2) Company name: _____
         Years of service from: _____ to _____

   c. Name of person: _____
      i. Current position in this company: _____
      ii. Number of years of service with this company: _____
      iii. Past history:
         (1) Company name: _____
         Years of service from: _____ to _____
         (2) Company name: _____
         Years of service from: _____ to _____

3. Has your company ever abandoned a project, been removed from a project, or been declared "non-responsible" by a School District within the last 5 years?

   a. __X__ No

   b. _____ Yes

4. Has your company ever filed a claim against a school district in the State of California within the last 5 years?

   a. __X__ No

   b. _____ Yes

5. Have you or any of your current company principals or corporate officers worked at or for a company within the last 5 years that filed a claim against a school district in the State of California?

   a. __X__ No

   b. _____ Yes

6. If the answer to either question #4 or #5 above is yes, please complete the following information for each District (if additional space is needed, please attach additional paper as needed):

   a. District Name: _____
      i. Project Name: _____
         (1) Date filed: _____
         (2) Name of company filing the claim: _____
         (3) Total amount of all claims: _____
         (4) Is claim resolved: _____ Yes _____ No
         (5) Type of claim(s) (please check all that apply):
         _____ delay
         _____ cost of work either added or deleted by change order
         _____disputed work scope
         _____ other - explain: _____
         _____
         _____
         (6) Architectural firm: _____
         (7) Were you a "Prime" contractor? _____ Yes _____ No

   b. District Name: _____
      i. Project Name: _____
         (1) Date filed: _____
         (2) Name of company filing the claim: _____
         (3) Total amount of all claims: _____
         (4) Is claim resolved: _____ Yes _____ No
         (5) Type of claim(s) (please check all that apply):
         _____ delay
         _____ cost of work either added or deleted by change order
         _____disputed work scope
         _____ other - explain: _____
         _____
         _____
         (6) Architectural firm: _____
         (7) Were you a "Prime" contractor? _____ Yes _____ No

I hereby certify that as an owner, partner, or corporate officer of this company, I have fully researched the above information and that I have provided complete and accurate information. I also understand and

accept that if it is learned at a later date that I have not provided truthful or complete answers, my bid may be declared non-responsive by the District. If it is determined at any time after the award of a contract by the District that the above information was not answered truthfully or completely, the District may terminate my contract and seek to complete the remaining work under this contract at my expense.

Signature of Owner, Partner or Corporate Officer

10/17/24
Date Signed

Ara Baghdasarians
Typed or printed name of signatory

Vice President
Position

END OF DOCUMENT

SECTION 00 03 01-1

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION VERIFICATION

I am the Vice President (Title/Position) of AMB Group Inc. (Bidder Name) ("Bidder")

submitting the accompanying Bid Proposal for the Work described as **KITCHEN INFASTRUCTURE AT VARIOUS SITES.**

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: 1000826170. The expiration date of the Bidder's DIR Registration is 06/30, 2025.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 17 day of October, 2024 at Glendale, CA (City and State).

(Signature)

Ara Baghdasarians

(Name, typed or printed)

END OF DOCUMENT

DOCUMENT 00 03 01-2

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Burbank Unified School District

RE: **KITCHEN INFRASTRUCTURE AT VARIOUS SITES**

Construction Contract for Bid Category(s) General Construction

Please be advised that with respect to the above-referenced Project the undersigned Trade Contractor on behalf of itself and all Trade Contractor's subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

> "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

AMB Group Inc.
Contracting Party

Ara Baghdasarians/ Project Manager
Name of Agent/Title (Typed or Printed)

Signature

10/17/24
Date

END OF DOCUMENT

Bond No. TS24-403

SECTION 00 04 10

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we AMB Group, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at 175 Berkeley Street, Boston, MA 02116, are held and firmly bound unto the **BURBANK UNIFIED SCHOOL DISTRICT**, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the District the accompanying Bid dated October 17th, 20 24, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Bid Package Category Number(s) General Construction for the complete project known generally as:

DISTRICT BID NO. 2324-035-99
KITCHEN INFRASTRUCTURE AT VARIOUS SITES
Located at
Burbank High School – 902 N. Third St., Burbank, Ca., 91502
John Burroughs High School – 1920 Clark Ave., Burbank, Ca., 91506
John Muir Middle School – 1111N. Kenneth Rd., Burbank, Ca., 91504
Dolores Huerta Middle School – 420 S. Mariposa St., Burbank, Ca., 91506
Thomas Edison E.S. – 210 W. Chestnut St., Burbank, Ca., 91505
Thomas Jefferson E.S. – 1900 N. Sixth St., Burbank, Ca., 91594
Bret Harte E.S. – 3200 W. Jeffries Ave., Burbank, Ca., 91505
William McKinley E.S. – 349 W. Valencia Ave., Burbank, Ca., 91506
George Washington E.S. – 2322 N. Lincoln St., Burbank, Ca., 91504
Providencia E.S. – 1919 N. Ontario St., Burbank, Ca., 91505
Monterey High School – 1915 Monterey Ave., Burbank, Ca., 91505
Ralph Emerson E.S. – 720 E. Cypress Ave., Burbank, Ca., 91501
Theodore Roosevelt E.S. – 850 N. Cordova St., Burbank, Ca., 91505
Robert Louis Stevenson E.S. – 3333 Oak St., Burbank, Ca., 91505
Walt Disney E.S. – 1220 W. Orange Grove Ave., Burbank, Ca., 91506
Joaquin Miller E.S. – 720 E. Providencia Ave., Burbank, Ca., 91505

NOW THEREFORE, the Principal shall not withdraw said bid within **NINETY (90)** days after said opening; and the Principal, when given Notice of Award., shall within **FIVE (5)** days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies if the latter amount be in

excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed there under, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

AMB Group, Inc.

(Corporate Seal)

By _____
Principal's Signature

Ara Baghdasarians
Typed or Printed Name

Vice President
Principal's Title

(Corporate Seal)

By _____
Surety's Signature

Kerissa Ricciardi
Typed or Printed Name

Attorney-in-Fact
Title

(Attached Attorney in Fact Certificate)

The Ohio Casualty Insurance Company
Surety's Name

175 Berkeley Street, Boston, MA 02116
Surety's Address

617-357-9500
Surety's Phone Number

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On October 7 , 2024 before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Kerissa Ricciardi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HANH LE
COMM. # 2450354
NOTARY PUBLIC · CALIFORNIA
ORANGE COUNTY
COMM. EXPIRES JULY 14, 2027

Signature _____ (Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210278-986376**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeremy Pendergast; Kerissa Ricciardi; Michael Castaneda

all of the city of Santa Ana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of June, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00 04 30

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Trade Contractor, who will perform work or labor or work or improvement to be performed under this Trade Contract, or a subcontractor licensed by the State of California who, under subcontract to the Trade Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Trade Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Trade Contractor shall list only one subcontractor for each such portion as is defined by the Trade Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Trade Contractor fails to specify a subcontractor, or if a Trade Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Trade Contractor's total bid, the Trade Contractor shall be deemed to have agreed that the Trade Contractor is fully qualified to perform that portion, and that the Trade Contractor alone shall perform that portion of the Work.

No Trade Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	*E-Mail & Telephone**	*DIR Registration Number**
Electrical	GOP Electric	Granada Hills, CA	C-10 984739	gopelectric @yahoo.com 818-335-2563	1000011245
Painting	Streamline Painting, Inc	Moreno Valley, CA.	C-33 799584	john@streamlinepaintinc.com (951) 581-2242	1000001540
Plumbing	H2O EAGLE PLUMBING INC	LOS ANGELES, CA	C-36 1110867	h2oeagleplumbing@gmail.com (323) 639-7304	1001132944

Proper Name of Bidder: AMB Group Inc.

Date: 10/17/24

Name: Ara Baghdasarians

Signature of Bidder Representative:

Address: 501 W. Glenoaks blvd. #423, Glendale, CA 91202

Phone: 818-220-2641

END OF DOCUMENT

SECTION 00 04 80

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President [Title] of AMB Group Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/17/24 [Date], at Glendale [City], CA [State].

Signed: _____

Typed Name: Ara Baghdasarians

END OF DOCUMENT

SECTION 00 04 85

CARB CERTIFICATION FORM

CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANCE CERTIFICATION

In accordance with California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation, the District is required to obtain copies of valid Certificates of Reported Compliance from the Contractor and all listed Subcontractors who own off-road diesel fleet vehicles in California and will use such vehicles on this Project before entering into a contract for this Project. This requirement covers all applicable vehicles and equipment as set forth Title 13, California Code of Regulations, Section 2449 and applies to the Contractor and all listed Subcontractors. Contractor hereby certifies the following:

1. Contractor and all listed Subcontractors agree to fully comply with all requirements set forth in Title 13, California Code of Regulations, Section 2449 (all references to this regulation herein shall include and incorporate any future amendments or updates.);

2. Contractor agrees to fully indemnify and defend the District from any claims, costs, damages, or any liability related to or arising from the failure of the Contractor or its Subcontractors to comply with all requirements set forth in Title 13, California Code of Regulations, Section 2449;

3. Within five (5) calendar days after the notice of award of Contract, Contractor shall provide copies of the valid Certificates of Reported Compliance for the Contractor and all listed Subcontractors;

4. If Contractor fails to provide all required Certificates of Reported Compliance within five (5) calendar days after the notice of award of award of Contract, the Contractor's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders;

5. Contractor agrees it will provide any additional information and documents reasonably requested by the District to confirm compliance with Title 13, California Code of Regulations, Section 2449 and any other requirements imposed by the California Air Resources Board;

6. Any exemptions to compliance with Title 13, California Code of Regulations, Section 2449 claimed by Contractor or any listed Subcontractor must be accompanied by a detailed explanation with specific citations to the applicable regulations governing such exemption and all supporting documentation within five (5) calendar days after the notice of award of award of Contract. Failure to meet these requirements will render the Contractor's bid non-responsive.

Company: AMB Group Inc.

Name: Ara Baghdasarians

Title: Project Manager

Signature: _____

Date: 10/17/24

SECTION 00 04 90

CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES IN ACCORDANCE WITH EDUCATION CODE 17076.11

In accordance with Education Code Section 17076.11, the Burbank Unified School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature	Ara Baghdasarians Typed or Printed Name
Project Manager Title	AMB Group Inc. Company
501 W. Glenoaks blvd. #423 Address	Glendale, CA 91202 City, State, Zip
818-220-2641 Telephone	818-864-6595 Fax
ara@ambgroupinc.com Email	10/17/24 Date

END OF DOCUMENT

180

AMB Group Inc.
501 W. Glenoaks blvd. #423
Glendale, CA. 91202

Bid No: 2324-035-99
Burbank Unified School District.

Bid Date & Time: 10/24/24 2:00PM

PURCHASING SVCS
BURBANK USD
OCT24 1:58PM

OCT24 1:58PM

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Jennifer Nicholson, Director of Special Education and Psychological Services
PREPARED BY:	Jennifer Nicholson, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary II
DATE:	November 21, 2024
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend an agreement to hire a school psychologist through an agency because the District is unable to secure a full time, temporary or substitute to support special education students.

Discussion/Issues:

The District is obligated to provide specialized academic instruction and assessments and to implement Individualized Education Plans (IEPs) for students who attend our schools. The District does not have current staff able to support the current caseload and is, therefore, contracting with an agency to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

Not to exceed $166,320.

Recommendation:

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and New Mediscan II, LLC dba Cross Country Education, to provide a school psychologist to support individualized education plan mandated counseling services and assessments, not to exceed $166,320(01.0-65000.0-57602-11900-5850-7440000), effective August 20, 2024 through May 22, 2025 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was September 19, 2024 for a total not to exceed $73,040. This amendment extends the end date through May 22, 2025 for an increase of $93,280. The new not to exceed amount is $166,320.

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

AMENDED CONSULTANT AGREEMENT
SCHOOL PSYCHOLOGIST

TERM OF AGREEMENT

This Agreement, made and entered into this 6th day of November 2024 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and, New Mediscan II, LLC dba Cross Country Education hereinafter referred to as "Consultant."

Payee's Name: New Mediscan II, LLC dba Cross Country Education Daytime Phone Number: 818-444-8556

Mailing Address: 6551 Park of Commerce Blvd. Boca Raton, FL 33487

Email Address: nkazanian@crosscountry.com

Sponsoring Administrator: Peter Knapik (Print Name) Assistant Superintendent (Title) (Signature) Special Education (Location)

Board Approval: ~~09/19/2024~~ 11/21/2024 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 **$110 per hour** for a total not to exceed **~~$73,040~~ $166,320**

2. The term of the Agreement shall be the period commencing on: 08/20/2024 and terminating on: ~~12/22/2024~~ 05/22/2025.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which New Mediscan II, LLC dba Cross Country Education will provide a school psychologist, 8 hours per day for a total of 174 days except holidays. District will give New Mediscan II, LLC dba Cross Country Education one (1) week notice should services be terminated.

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 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.

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 New Mediscan II, LLC dba Cross Country Education 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 New Mediscan II, LLC dba Cross Country Education 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

New Mediscan II, LLC dba Cross Country Education 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 New Mediscan II, LLC dba Cross Country Education 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 New Mediscan II, LLC dba Cross Country Education its agents, subcontractors, employees or other representatives referred to in this Agreement, New Mediscan II, LLC dba Cross Country Education 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.

District shall save and hold New Mediscan II, LLC dba Cross Country Education harmless from and against and shall indemnify New Mediscan II, LLC dba Cross Country Education 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 New Mediscan II, LLC dba Cross Country Education 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, New Mediscan II, LLC dba Cross Country Education may defend the same and any expenses, including reasonable attorney's fees, which New Mediscan II, LLC dba Cross Country Education may pay or incur in defending said action and the amount of any judgment which New Mediscan II, LLC dba Cross Country Education 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

Jennifer Nicholson
Print Representative Name

Director, Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

New Mediscan II, LLC dba Cross Country Education
Consultant/Company

Print Representative Name

Title

Signature

Date

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Dennis Maxwell, Director of Facilities
SUBMITTED BY:	Alexi Buliavac, Facilities, Operations and Construction Technician
DATE:	November 21, 2024
SUBJECT:	Approval of Award of Contract, Hart Design Build Inc., Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187), Burbank High School (Capital Outlay)

Background:
The District is in the process of modernizing the current Aquatics Center at Burbank High School. A job walk was held on September 26, 2024; thirteen (13) contractors attended. The bid closed on October 30, 2024; Two (2) contractors submitted a bid package.
Qualifying Bids for the Aquatic Center Modernization and New Storage Building received were as follows:

ARC Construction	$5,100,000
Hart Design Build	$4,990,000

District-Wide Goals for 2022-2023:
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 budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

Discussion/Issues:
Currently, the Burbank High pool is shut down due to safety concerns regarding the decking. The infrastructure needs to be updated which will include LED pool lights, updating drains, piping the platform for the timing clock, etc. The demolition portion of this project took place over the summer break to accommodate the loud noise and dust.

Financial Impact:

$2,970,000	Aquatic Center
$1,820,000	New Storage Building
$200,000	Allowance
$4,990,000	Grand Total (Capital Outlay)

Recommendation:
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the contract between Burbank Unified School District and Hart Design Build Inc., for Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187) at Burbank High School, effective November 22, 2024 through November 21, 2025, not to exceed

$4,990,000 (40.0-90329-0-00000-85000-6250-4310000) Capital Outlay, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

BID FORM

BID 2425-003 AQUATIC CENTER MODERNIZATION AT BURBANK HIGH SCHOOL

Dear Board Members:

The undersigned, doing business under the firm name of:

HART DESIGN BUILD INC.

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents.

BASE BID – DSA 03-122682 Aquatic Center Modernization	$	2,970,000.00
BASE BID – DSA 03-123187 New Storage Building	$	1,820,000.00
DISTRICT ALLOWANCE	$	**200,000.00**
BASE BID PLUS ALLOWANCE	$	4,990,000.00

BASE BID PLUS ALLOWANCE (in words)

Four million nine hundred ninety thousand

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 9/12/24 Addendum No. _____ Date _____

Addendum No. 2 Date 9/30/24 Addendum No. _____ Date _____

If written notice of the Award of Contract is mailed, emailed or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, emailing or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and provide Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, telegraphed, or delivered:

DUKE HARTENIAN	PRESIDENT	DUKE@HARTDB.COM
Name	Title	Email Address

HART DESIGN BUILD INC.
Company Name

3449 ANGELUS AVE , GLENDALE CA 91208
Physical Address City, State ZIP

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

BID FORM

Our Public Liability and Property Damage Insurance is placed with:

Express Center Insurance Services	CSCU01-01135 06/03/2025
Company Name	Policy Number/Expiration
2600 Foothill Blvd #205 La Crescenta CA 91214	
Physical Address	City, State ZIP

Our Workers' Compensation Insurance is placed with:

STATEFUND	9346656 10/11/2025
Company Name	Policy Number/Expiration
2600 Foothill Blvd #205 La Crescenta CA 91214	
Physical Address	City, State ZIP

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS (required prior to commencement of work- reference Section 11.1.6.1 of the included General Conditions for Contract of Construction)

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

BID FORM

NOTE: A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code §7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information, or a bid containing information which is subsequently proven false, may be considered nonresponsive and may be rejected. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares, under penalty of perjury under the laws of the State of California, that the representations made in this bid are true and correct.

Signature		October 30, 2024 Date
DUKE HARTENIAN Print Name		PRESIDENT Title
HART DESIGN BUILD INC. Company Name		CA State of Incorporation
Mailing Address		City, State ZIP
DUKE@HARTDB.COM Email Address		Telephone
1000913697 DIR Registration No.		06/30/2025 Expiration
1085998 CSLB License No.	A,B,C10,C20,C27,C36 Class(es)	01/31/2026 Expiration

NOTE: *This page may be reproduced as necessary to list additional corporate officers or partners.*

☑ **Evidence of authority to bind the corporation is attached.**

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

DESIGNATION OF SUBCONTRACTORS

To Be Executed by Bidder and Submitted with Bid

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

As of March 1, 2015, for any bid proposal submitted, and as of April 1, 2015, for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this document for additional listings needed beyond the length of this form.*

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

DESIGNATION OF SUBCONTRACTORS

If there are none, please check this box: ☐

Subcontractor Name	City & State	Phone
California Waters	Yorba Linda, CA	(949) 528-0900

CSLB#	Class(es)	Expiration	DIR#	Expiration
958960	A, C-53, C-61/D35, D06, D21	03/31/2025	1000001472	06/30/2025

Description of Work	% of Total
Pool sub	0.0%

Subcontractor Name	City & State	Phone
TIME AND ALARM SYSTEMS	MIRA LOMA, CA	(951) 685-1761

CSLB#	Class(es)	Expiration	DIR#	Expiration
393251	C10, C16, C7	09/30/2026	1000000832	06/30/2025

Description of Work	% of Total
Low Voltage / FA	

Subcontractor Name	City & State	Phone

CSLB#	Class(es)	Expiration	DIR#	Expiration

Description of Work	% of Total

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: Hydouk Hartenian

Company Name: Hart Design Build Inc.

Title: President

Date: October 30, 2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

DESIGNATION OF SUBCONTRACTORS

If there are none, please check this box: ☐

Subcontractor Name	City & State	Phone
McKinley Elevator	IRVINE, CA	(949) 261-9244

CSLB#	Class(es)	Expiration	DIR#	Expiration
861406	C11 -C61	07/31/2025	1000369784	06/30/2026

Description of Work	% of Total
Lift	0.0%

Subcontractor Name	City & State	Phone
Fireside Experts	North Hollywood Ca	818-764-3366

CSLB#	Class(es)	Expiration	DIR#	Expiration
980691	C-61	01/31/2025	1000012933	06/30/2025

Description of Work	% of Total
Overhead door	

Subcontractor Name	City & State	Phone
Thomas Partitions & Specialties, Inc.	Altadena, CA	323-256-8666

CSLB#	Class(es)	Expiration	DIR#	Expiration
613974	C61	02/28/2025	1000008781	06/30/2025

Description of Work	% of Total
Toilet Accessories	

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: Hydouk Hartenian

Company Name: Hart Design Build Inc.

Title: President

Date: October 30, 2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
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DESIGNATION OF SUBCONTRACTORS

If there are none, please check this box: ☐

Subcontractor Name	City & State	Phone
CAL EXPRESS ELECTRIC INC.	North Hollywood Ca	818-240-0055

CSLB#	Class(es)	Expiration	DIR#	Expiration
708405	C10	06/30/2025	1000425832	06/30/2026

Description of Work	% of Total
Electrical /LV	0.0%

Subcontractor Name	City & State	Phone
Letner Roofing Co.	Orange, Ca.	714-633-0030

CSLB#	Class(es)	Expiration	DIR#	Expiration
689961	A, B, C39, C43	06/30/2026	1000002763	06/30/2025

Description of Work	% of Total
Roofing	

Subcontractor Name	City & State	Phone
JNJ Tile Co . Inc .	Pico Rivera, Ca.	562-942-0519

CSLB#	Class(es)	Expiration	DIR#	Expiration
665139	C54	04/30/2025	1000006128	06/30/2026

Description of Work	% of Total
Ceramic Tile	

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: Hydouk Hartenian

Company Name: Hart Design Build Inc.

Title: President

Date: October 30, 2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
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Burbank, CA 91506
www.burbankusd.org

DESIGNATION OF SUBCONTRACTORS

If there are none, please check this box: ☐

Subcontractor Name	City & State	Phone
Streamline Painting, Inc.	Moreno Valley, CA	951-581-2242

CSLB#	Class(es)	Expiration	DIR#	Expiration
799584	C33	09/30/2025	1000001540	06/30/2024

Description of Work	% of Total
Painting	

Subcontractor Name	City & State	Phone
Montgomery Hardware	Rancho Cucamonga, Ca	909-204-4000

CSLB#	Class(es)	Expiration	DIR#	Expiration
285746	B, C-28, C61/D16	02/28/2026	1000003532	06/30/2025

Description of Work	% of Total
Door and hardware	

Subcontractor Name	City & State	Phone
Southern Bleacher Company	Graham, Texas	800.433.0912

CSLB#	Class(es)	Expiration	DIR#	Expiration
564497	A	04/30/2025	1000001223	06/25/2025

Description of Work	% of Total
Bleachers	

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: DUKE HARTENIAN

Company Name: HART DESIGN BUILD INC.

Title: PRESIDENT

Date: 10/30/2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

DESIGNATION OF SUBCONTRACTORS

If there are none, please check this box: ☐

Top Welding	BURBANK, CA	818-262-2902
Subcontractor Name	City & State	Phone

779556	C51, C23	05/31/2026	1000981780	06/30/2025
CSLB#	Class(es)	Expiration	DIR#	Expiration

Structural steel/Decking	0.0%
Description of Work	% of Total

Senel Construction Engineering, Inc.	Thousand Oaks, CA	805.405.9461
Subcontractor Name	City & State	Phone

1103501	A,B	04/30/2025	1000010350	06/30/2026
CSLB#	Class(es)	Expiration	DIR#	Expiration

Demo/Finishes / Plaster	
Description of Work	% of Total

Decking Dynamics, Inc.	Gardena, CA	310.515.0551
Subcontractor Name	City & State	Phone

777163	C-61	04/30/2026	1000038490	06/30/2025
CSLB#	Class(es)	Expiration	DIR#	Expiration

Waterproofing	
Description of Work	% of Total

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: Hydouk Hartenian

Company Name: Hart Design Build Inc.

Title: President

Date: October 30, 2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
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Burbank, CA 91506
www.burbankusd.org

DESIGNATION OF SUBCONTRACTORS

If there are none, please check this box: ☐

Artec Contracting and Engineering	Burbank, CA	818) 826-3193
Subcontractor Name	City & State	Phone

960576	B, & C-8	5/31/2025	1000021085	6/30/2025
CSLB#	Class(es)	Expiration	DIR#	Expiration

Concrete / Blockwall.	0.0%
Description of Work	% of Total

Braille Signs, Inc.	Santa Ana, CA	949-797-1570
Subcontractor Name	City & State	Phone

682485	C61	05/31/2026	1000007239	06/30/2025
CSLB#	Class(es)	Expiration	DIR#	Expiration

Signage	
Description of Work	% of Total

California Paving & Grading Co	Los Angeles, Ca.	323-255-1144
Subcontractor Name	City & State	Phone

384051	A, C12	11/30/2025	1000000508	06/30/2025
CSLB#	Class(es)	Expiration	DIR#	Expiration

Asphalt / Grading/Stripping	
Description of Work	% of Total

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: DUKE HARTENIAN

Company Name: HART DESIGN BUILD INC.

Title: PRESIDENT

Date: October 30, 2024

Bond No. CSBA-28678

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we,

Hart Design Build, Inc.

as Principal and Amerisure Mutual Insurance Company as Surety, are held and firmly bound unto **BURBANK UNIFIED SCHOOL DISTRICT**, in the County of Los Angeles, State of California, hereinafter called the "Owner," in the sum of Ten Percent (10%) of the Total Amount of the Bid submitted to the Owner: $10%

(Ten Percent of the Amount Bid Dollars)

for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of **BID 2425-003 AQUATIC CENTER MODERNIZATION AND NEW STORAGE BUILDING AT BURBANK HIGH SCHOOL (DSA 03-122682 & DSA 03-123187)** in strict accordance with Contract documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;
b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specification accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

BID BOND

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 11th day of October, 2024, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Affix Corporate Seal)

Hart Design Build, Inc.
(Corporate Principal)

3449 Angelus Ave., Glendale, CA 91208
(Business Address)

(Affix Corporate Seal)

Amerisure Mutual Insurance Company
(Corporate Surety)

P.O. Box 9098

Farmington Hills, MI 48333
(Business Address)

By: _____
Shaunna Rozelle Ostrom, Attorney-in-Fact

The rate of premium on this bond is $ N/A per thousand.

The total amount of premium charged is $ N/A.

The above must be filled in by Corporate Surety.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 10/11/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature _____ (Seal)
Melissa Ann Vaccaro

Bond No. CSBA-28678

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

ARTURO AYALA, DANIEL HUCKABAY, FRANK MORONES, MICHAEL D. STONG, R. NAPPI, SHAUNNA ROZELLE OSTROM, CHELSEA LIBERATORE, BENJAMIN WOLFE, DWIGHT REILLY, BEN STONG and ADRIAN LANGRELL

of Commercial Surety Bond Agency, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2025

M.Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of October 2024.

Christopher M. Spaude, Chief Financial Officer & Treasurer

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

WORKERS' COMPENSATION CERTIFICATION

To Be Executed by Bidder and Submitted with Bid

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with Certificates of Insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Signed: _____

Printed Name: DUKE HARTENIAN

Company Name: HART DESIGN BUILD INC.

Title: PRESIDENT

Date: October 30, 2024

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certification must be signed and filed with the awarding body prior to performing any work under the contract.

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

NONCOLLUSION DECLARATION

To Be Executed by Bidder and Submitted with Bid

Owner: BURBANK UNIFIED SCHOOL DISTRICT

Project: BID 2425-003 Aquatic Center Modernization and New Storage Building at Burbank High School (DSA 03-122682 & DSA 03-123187)

The undersigned declares:

This bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: DUKE HARTENIAN

Company Name: HART DESIGN BUILD INC

Title: PRESIDENT

Date: October 30, 2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2)

To Be Executed by Bidder and Submitted with Bid

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.
   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
   c. Arrange for surveillance by personnel, with Owner approval.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §45125.1 and §45125.2 as applicable.

Signed: _____

Printed Name: DUKE HARTENIAN

Company Name: HART DESIGN BUILD INC

Title: PRESIDENT

Date: October 30, 2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student.

A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.
(2) Mayhem.
(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
(4) Sodomy as defined in subdivision (c) or (d) of Section 286.
(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
(7) Any felony punishable by death or imprisonment in the state prison for life.
(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
(9) Any robbery.
(10) Arson, in violation of subdivision (a) or (b) of Section 451.
(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
(12) Attempted murder.
(13) A violation of Section 12308, 12309, or 12310.
(14) Kidnapping.
(15) Assault with the intent to commit a specified felony, in violation of Section 220.
(16) Continuous sexual abuse of a child, in violation of Section 288.5.
(17) Carjacking, as defined in subdivision (a) of Section 215.
(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
(22) Any violation of Section 12022.53.
(23) A violation of subdivision (b) or (c) of Section 11418.

DH.
Initials

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

ATTACHMENT

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter
(2) Mayhem
(3) Rape
(4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person
(5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person
(6) Lewd or lascivious act on a child under the age of 14 years
(7) Any felony punishable by death or imprisonment in the state prison for life
(8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm
(9) Attempted murder
(10) Assault with intent to commit rape, or robbery
(11) Assault with a deadly weapon or instrument on a peace officer
(12) Assault by a life prisoner on a non-inmate
(13) Assault with a deadly weapon by an inmate
(14) Arson
(15) Exploding a destructive device or any explosive with intent to injure
(16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem
(17) Exploding a destructive device or any explosive with intent to murder
(18) Any burglary of the first degree
(19) Robbery or bank robbery
(20) Kidnapping
(21) Holding of a hostage by a person confined in a state prison
(22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life
(23) Any felony in which the defendant personally used a dangerous or deadly weapon
(24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code
(25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person

D.H
Initials

ATTACHMENT

(26) Grand theft involving a firearm
(27) Carjacking
(28) Any felony offense, which would also constitute a felony violation of Section 186.22
(29) Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220
(30) Throwing acid or flammable substances, in violation of Section 244
(31) Assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245
(32) Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5
(33) Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246
(34) Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1
(35) Continuous sexual abuse of a child, in violation of Section 288.5
(36) Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034
(37) Intimidation of victims or witnesses, in violation of Section 136.1
(38) Criminal threats, in violation of Section 422
(39) Any attempt to commit a crime listed in this subdivision other than an assault
(40) Any violation of Section 12022.53
(41) A violation of subdivision (b) or (c) of Section 11418
(42) Any conspiracy to commit an offense described in this subdivision

D.H
Initials

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

DRUG-FREE WORKPLACE CERTIFICATION

To Be Executed by Bidder and Submitted with Bid

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:
   (1) The dangers of drug abuse in the workplace;
   (2) The person's or organization's policy of maintaining a drug-free workplace;
   (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
   (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signed: _____

Printed Name: DUKE HARTENIAN

Company Name: HART DESIGN BUILD INC.

Title: PRESIDENT

Date: October 30, 2024

BID 2425-003 Aquatic Center Modernization and New Storage Building at Burbank High School
(DSA 03-122682 & DSA 03-123187)

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

SUFFICIENT FUNDS DECLARATION (LABOR CODE SECTION 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: **BURBANK UNIFIED SCHOOL DISTRICT**
Project: **AQUATIC CENTER MODERNIZATION AT BURBANK HIGH SCHOOL**

I hereby declare that I am a duly authorized representative of the below named company which is making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit the Company to comply with all applicable local, state and federal labor laws and regulations during the Project, including payment of applicable prevailing wages, and that the Company will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: _____

Printed Name: DUKE HARTENIAN

Company Name: HART DESIGN BUILD INC.

Title: PRESIDENT

Date: October 30, 2024

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
CONTRACTOR INFORMATION

Firm/Company Name: HART DESIGN BUILD INC.
(as it appears on your license)

Address: 3449 ANGELUS AVE. (*Street*) GLENDALE (*City*) CA (*State*) 91208 (*ZIP*)

Contact Person: DUKE HARTENIAN Phone: (818) 482-5241

Email Address: DUKE @HARTDB.COM

Contractor State License Board (CSLB)

License Number: 1085998 Expiration Date: 1/31/2026 Classification(s) A,B,C10,C20,C27,C3

Department of Industrial Relations (DIR) SB854

Registration Number: 1000913697 Expiration Date: 6/30/2025 **(Automatic disqualification if omitted)**

Construction Operations:

Bonding Capacity (per contract): $ 6,000,000.00 Surety: CSBA – COMMERCIAL SURETY BOND A

Value of largest contract: $ 10,000,000.00 Owner: Dan Huckabay

Annual Gross Revenue: $ 0.00 $ 47,260.00 $ 2,784,485.00
(previous 3 years)

FY 2,021 FY 2,022 FY 2,023

REQUIRED Financial Information:

1. Firm's latest copy of Reviewed and Audited Financial Statement, with Notes and Supplemental Information (Information contained in this statement shall not be public records and shall not be open to public inspection)
2. W-9 Request for Taxpayer Identification Number and Certification
3. Certificate of Liability Insurance for all operations with Burbank Unified School District as Additional Insured

Submit all documents together in a single PDF file to: purchasing@burbankusd.org

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true to the best of my knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Authorized Signature _____ Date: 9/30/2024

Print Name DUKE HARTENIAN Title: PRESIDENT

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 1

ESSENTIAL REQUIREMENTS FOR QUALIFICATION

NOTE: Contractor shall be disqualified if questions 1 or 2 are answered "No"

1. Do you have a liability insurance policy with policy limit of at least $1,000,000 per occurrence and $2,000,000 aggregate?
   (●) Yes ( ) No

2. Do you have a current Workers Compensation Insurance policy as required by the State of California Labor Code or are you legally Self Insured pursuant to Labor Code Section 3700 et seq?
   (●) Yes ( ) No

3. Do you have a current DIR Registration Number as required by the Department of Internal Relations under SB854?
   (●) Yes ( ) No

NOTE: Contractor shall be disqualified if questions 4, 5 or 6 are answered "Yes"

4. Has your license been revoked at any time in the last five (5) years?
   ( ) Yes (●) No

5. Has a Surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the Owner within the last five (5) years?
   ( ) Yes (●) No

6. At the time of submitting this Pre-Qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a Sub-Contractor on a public works contract, pursuant to either Labor Code Section 1777.1 (Violation of public works labor laws) or Labor Code Section 1777.7 (Violation of apprenticeship requirements)?
   ( ) Yes (●) No

   If Yes, state the beginning and ending dates of the period of debarment:

   Beginning: _____ Ending: _____

NOTE: A Contractor disqualified solely because of a "YES" answer given to question 4, 5, or 6 may appeal the disqualification and provide an explanation of the relevant circumstance during the appeal procedure.

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 2

HISTORY, PERFORMANCE, AND COMPLIANCE WITH CIVIL AND CRIMINAL LAW

NOTE: If your answer to any of the following questions is "YES", please explain on a separate signed sheet.

1. Is your firm currently the debtor in a bankruptcy case? Has your firm been in a bankruptcy case at any time during the last five (5) years?
   ○ Yes ◉ No

2. Has your license(s) been suspended by the California State License Board (CSLB) or has any Responsible Managing Employee (RME) or Officer (RMO) been suspended within the last five (5) years?
   ○ Yes ◉ No

3. Has your firm been assessed and paid Liquidated Damages after completion of a project under a construction contract with either public or private owner within the last five (5) years?
   ○ Yes ◉ No

4. In the last five (5) years, has your firm, or any firm with which any of your company's owners, officers, or partners were "associated with", been debarred, disqualified, removed, or otherwise prevented from bidding on, or competing at any government agency or public works project for any reason?
   ○ Yes ◉ No
   NOTE: "associated with" refers to another construction firm in which an owner, partner, or officer of your firm held a similar position.

5. In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your firm was NOT a RESPONSIBLE bidder?
   ○ Yes ◉ No

6. In the past five (5) years, has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?
   ○ Yes ◉ No

7. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf as a result of a default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
   ○ Yes ◉ No

8. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?
   ○ Yes ◉ No

9. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?
   ○ Yes ◉ No

10. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of safety or health regulations in the past five years?
    ○ Yes ◉ No

BURBANK UNIFIED SCHOOL DISTRICT

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www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 2

HISTORY, PERFORMANCE, AND COMPLIANCE WITH CIVIL AND CRIMINAL LAW (cont.)

11. Has the federal Occupational Safety and Health Administration cited and assessed any penalties against your firm in the past five years?
    ○ Yes ◉ No

12. In the past five years, has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was a contractor?
    ○ Yes ◉ No

13. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?
    ○ Yes ◉ No
    NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

14. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with federal prevailing wage requirements?
    ○ Yes ◉ No

15. At any time during the last five years, has your firm been found to violate any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?
    ○ Yes ◉ No

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 3

COMPLETED PROJECTS INFORMATION

NOTE: Provide information about the 5 most recent (or all if less than 5) completed public works projects within the last three (3) years. Names and references must be current and verifiable.

PROJECT #1 INFORMATION

Project Title: Emblem academy site fence project

Location: 22635 Espuella Drive, Saugus, CA 91350

Owner / Public Agency: Saugus Union School District

Owner Contact: Kathie Pisano Title: PM

Email address: kpisano@saugususd.org Phone: (661) 294-5300

Project Description (Scope of Work)

Emblem Academy Site Fencing

Contract Amount $: 352,000.00 Final Project Cost $: 336,095.83

Scheduled Completion Date: 4/28/2023 Actual Completion Date: 4/28/2023

Additional Comments

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 3

COMPLETED PROJECTS INFORMATION

NOTE: Provide information about the 5 most recent (or all if less than 5) completed public works projects within the last three (3) years. Names and references must be current and verifiable.

PROJECT #2 INFORMATION

Project Title Emblem Academy Site Fencing

Location 1402 Royal Ave Simi Valley, CA 93065

Owner / Public Agency Simi Valley Unified School District

Owner Contact David Pegg Title PM

Email address david.pegg@simivalleyusd.org Phone (805) 857-1096

Project Description (Scope of Work)

MPR Bldg. 3 Classroom and Interior Renovation

Contract Amount $ 636,000.00 Final Project Cost $ 631,611.37

Scheduled Completion Date 6/5/2023 Actual Completion Date 6/5/2023

Additional Comments

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 3

COMPLETED PROJECTS INFORMATION

NOTE: Provide information about the 5 most recent (or all if less than 5) completed public works projects within the last three (3) years. Names and references must be current and verifiable.

PROJECT #3 INFORMATION

Project Title: Monte Vista ES - Wrought Iron

Location: 2620 Orange Ave, La Crescenta-Montrose, CA 91214

Owner / Public Agency: Glendale Unified School District

Owner Contact: Raymond Mikaily Title: PM

Email address: rmikaily@gusd.net Phone: (818) 618-3825

Project Description (Scope of Work)

Wrought Iron Fencing at Monte Vista ES.

Contract Amount $: 327,000.00 Final Project Cost $: 308,992.00

Scheduled Completion Date: 12/8/2023 Actual Completion Date: 12/8/2023

Additional Comments

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 3

COMPLETED PROJECTS INFORMATION

NOTE: Provide information about the 5 most recent (or all if less than 5) completed public works projects within the last three (3) years. Names and references must be current and verifiable.

PROJECT #4 INFORMATION

Project Title BOTTLE FILLING STATIONS AT VARIOUS SITES

Location 800 South Garey Avenue, Pomona, California 91766

Owner / Public Agency Pomona Unified School District

Owner Contact Kevin Jinbo Title PM

Email address kevin@lcc3.com Phone (909) 644-6841

Project Description (Scope of Work)

Bottle Filling Stations at Various Sites and DF upgrade for ADA.

Contract Amount $ 425,000.00 Final Project Cost $ 382,284.90

Scheduled Completion Date 6/8/2023 Actual Completion Date 6/8/2023

Additional Comments

BURBANK UNIFIED SCHOOL DISTRICT

Purchasing Services Department
1900 W Olive Ave
Burbank, CA 91506
www.burbankusd.org

CONTRACTOR PREQUALIFICATION APPLICATION (PCC 22000)
PREQUALIFICATION QUESTIONNAIRE – PART 3

COMPLETED PROJECTS INFORMATION

NOTE: Provide information about the 5 most recent (or all if less than 5) completed public works projects within the last three (3) years. Names and references must be current and verifiable.

PROJECT #5 INFORMATION

Project Title CANYON COUNTRY CAMPUS SHADE STRUCTURES SITEWORK

Location 17200 Sierra Highway, Santa Clarita Ca 91355

Owner / Public Agency Santa Clarita Community College District

Owner Contact Ernie Reynoso Title PM

Email address ernie.reynoso@fonder-salari.com Phone (323) 723-6824

Project Description (Scope of Work)

Contract Amount $ 179,500.00 Final Project Cost $ 204,629.59

Scheduled Completion Date 9/5/2023 Actual Completion Date 9/5/2023

Additional Comments

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506-2460
(818) 729-5500
Dennis Maxwell, Director of Facilities

September 30, 2024

ADDENDUM #2 TO BID 2425-003

Aquatic Center Modernization and New Storage Building at Burbank High School

There was a document omitted in the original upload.

An additional set of plans has been posted with the bid documents at https://www.burbankusd.org/purchasing and at the PlanWell site, https://www.e-arc.com/location/costa-mesa/ in the Architect's Documents section.

The new file on the PlanWell site is titled "03-123187_DWG_A (BLEACHER SEATING)"
The new file on the District site is listed as "Project Plans 03-123187"

In addition, a revised Table of Contents has also been posted in the Addenda section.

Please submit this addendum along with your bid using the revised bid form.

This addendum must be signed and returned with the bid as proof that you received it. Please make a copy for your records.

HART DESIGN BUILD INC.
Company Name

Signature

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Dennis Maxwell, Director of Facilities
SUBMITTED BY:	Alexi Buliavac, Facilities, Operations and Construction Technician
DATE:	November 21, 2024
SUBJECT:	Approval of Deductive Change No.1, Hart Design Build Inc., Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187), Burbank High School (Capital Outlay)

Background:
The District is in the process of modernizing the current Aquatics Center at Burbank High School. A job walk was held on September 26, 2024; thirteen (13) contractors attended. The bid closed on October 30, 2024; Two (2) contractors submitted a bid package.
Qualifying Bids for the Aquatic Center Modernization and New Storage Building received were as follows:

ARC Construction	$5,100,000
Hart Design Build	$4,990,000

District-Wide Goals for 2022-2023:
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 budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

Discussion/Issues:
Currently, the Burbank High pool is shut down due to safety concerns regarding the decking. The infrastructure needs to be updated which will include LED pool lights, updating drains, piping the platform for the timing clock, etc. The Demolition Portion of this Project took place over the summer to accommodate the loud noise and dust while students were on summer break.

Financial Impact:
$2,970,000 Aquatic Center
$1,820,000 Decrease for a Revised Total of $0
$200,000 Allowance
$3,170,000 (Capital Outlay)

Recommendation:
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approved deductive change order No.1 to the agreement between Burbank Unified School District and Hart Design Build Inc., for Bid 2425-003: Aquatic Center Modernization and New Storage Building (DSA 03-122682 & DSA 03-123187) at Burbank High School, effective November 22, 2024

through November 21, 2025, not to exceed $4,990,000 (40.0-90329-0-00000-85000-6250-4310000) Capital Outlay, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The decreased amount of $1,820,000, bringing the total not to exceed amount to $3,170,000, is due to The District deciding to eliminate the New Storage Building from the scope of work.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
PREPARED BY:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
SUBMITTED BY:	Stephanie Beauregard, Administrative Secretary II
DATE:	November 21, 2024
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 for the district to ensure that district students receive the services they require. The Board of Education must approve all consultant requests before services are 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 the student(s) during the contract period, the Consultant must provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:
See Attached

Recommendation:
Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the instructional consultant services for on-site student learning support and staff development and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: November 21, 2024

Site	Name	Purpose	Dates	Cost	Appropriation Number
Providencia Elementary	Box Cars and One Eyed Jacks	Family Literacy Night	12/3/24	$1300	01.0-30100.0-00000-24950-5810-2139000
Stevenson Elementary	PS Science	Third-grade STEAM instruction	1/17/25 – 3/14/25	$4800	01.0-90201.0-17000-10000-5810-2158700

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 23 of October, 20 24 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 Daytime Phone Number 760-505-0256

Email Address jane@boxcarsandoneeyedjacks.com

Mailing Address 17920 105th Avenue, Suite 101; Edmonton, Alberta T5S 2HS Canada

Sponsoring Administrator Kennelyn Celeste

Board Approval Date November 7, 2024

Account String O1 .0-30 1 00.0-00000-24950-5810-21390000- Title I Parent Ed

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 $ $1,300 per hour☐/ per day ■/ per session☐ for a total not to exceed $1,300 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on December 3, 2024 and terminating on December 3, 2024.
3. Payment Terms: One payment on 12/3/24
4. Consultant will provide the following services:

   TK-2 6:30-7:15 pm and 7:20-8:00 pm - Family Literacy Night speaking fees and materials.

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.

Kennelyn Celeste 10/23/24
BUSD Authorized Signature/Title Date

Jane Telling per Box Cars & One-Eyed Jacks Oct 28/
Consultant Box Cars and One Eyed Jacks 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

Virtual Family Literacy Games Night

Providencia Elementary



Spend an evening playing a wide variety of literacy games for TK-Grade 2 and Grades 3-5 over ZOOM! Each registered family will receive a bag of literacy manipulatives (including a slab of vinyl pull-apart letter tiles and assorted dice) as well as a packet of games to play along with the presenter. Bring your best energy and get ready to PLAY!

Benefits for Kids:

Games are a fun way to review and strengthen basic literacy skills at home!

Children who are secure in their literacy will grow in self-esteem and have greater success in school.

Benefits for Parents:

Games are a motivating, simple and economical homework support that reinforces concepts taught in school.

Your presenter will provide you with many strategies, tips and tricks to help your child with literacy.

Games Reinforce:

- Spelling
- Alphabet Recognition
- Vocabulary
- Reading
- Phonics
- Sight Words

WHEN:

Tuesday, December 3rd, 2024
TK- Grade 2: 6:30-7:15 PM
Grades 3-5: 7:20-8:00 PM

WHERE:

ZOOM WEBINAR - Meeting details will be sent to participants after registration

RSVP To:

Scan or Click this QR code to be taken to the Google Forms Sign Up Page! Please submit a form for each of your students that are attending.

RSVP By: Nov 29th, 2024

BOX Cars & One-Eyed Jacks

info@boxcarsandoneeyedjacks.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 November, 20 24 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and PS Science hereinafter referred to as "Consultant."

Payee's Name PS Science Daytime Phone Number 310-383-1497

Email Address julie@psscience.org

Mailing Address 1000 W. Hillcrest Blvd. Inglewood, CA 90301

Sponsoring Administrator Jill Johnson

Board Approval Date November 21st, 2024

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 $ 600.00 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 4800.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 17th 2025 and terminating on March 14th, 2025.
3. Payment Terms: Payment upon completion of service
4. Consultant will provide the following services:

   3rd grade STEAM instruction

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.

		Julie P Olle			10/9/2024
BUSD Authorized Signature/Title	Date	Consultant	PS Science		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, W-9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Expanding Early Access to Science

A System for Science Success

PS Science brings hands-on STEM learning to elementary school children in underserved communities. We support classroom teachers and community educators with lessons, materials and training so they can provide their students with regular and ongoing science. Our goal is to ensure that all kids have an equal chance at the STEM careers of the future.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
PREPARED BY:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
SUBMITTED BY:	Stephanie Beauregard, Administrative Secretary II
DATE:	November 21, 2024
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, or organization must complete the required paperwork by the District to ensure the District students receive the services they require. The Board of Education must approve all non-instructional consultant requests before services are 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 the student(s) during the contract period. In that case, the consultant must provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:
See Attached

Recommendation:
Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education approve the non-instructional consultant services to support the school and/or District goals and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: November 21, 2024

Site	Name	Purpose	Dates	Cost	Appropriation Number
Instructional Services	Sabrina Ruiz	The K12 Pathway Consultant will plan, coordinate, organize, and manage the operations and activities of the K14 CTE Programs for their assigned community college district and collaborative partner school districts.	1/1/25 – 12/31/25	Not to exceed $110,000	01.0-63880.0-38000-21000-5850-6939000

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 November , 20 24 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Sabrina Ruiz hereinafter referred to as "Consultant."

Payee's Name Sabrina Ruiz Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Oscar Macias

Board Approval Date November 21, 2024

Account String 01.0-63880.0-38000-21000-5850-6939000

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: per month (40 hours per week)

1. The Consultant agrees to perform the following services for the District, at a rate of $ 10,000 per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 110.000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 1/1/2025 and terminating on 12/31/2025 .
3. Payment Terms: $10,000 monthly
4. Consultant will provide the following services:

   The K12 Pathway Consultant will plan,coordinate,organize and manage the operations and activities of the K12 CTE programs for their assigned community college district and Collaborative partner school districts.

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.

		Sabrina Ruiz		10/9/24
BUSD Authorized Signature/Title	Date	Consultant	Sabrina Ruiz	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

Sabrina Ruiz

Objective: Experienced K12, CTE, and Community College professional dedicated to advancing Dual Enrollment and High School Articulation programs. Seeking a leadership role as the K12 Pathway Coordinator to leverage expertise in program coordination, development, and alignment with college and career readiness standards for student success.

Skills:

- Comprehensive understanding of Dual Enrollment and High School Articulation programs
- Proficient in curriculum development and alignment with college readiness standards
- Strong knowledge of Title V regulations and experience in educational administration
- Effective collaboration with community-based organizations and K-12 districts
- Possession of Cleared CTE teaching credential and CTE Supervision Credential
- Grant management experience with CTEIG, Perkins, and K12 SWP
- Exceptional leadership and communication skills, including coaching and supervision
- Proficient in project planning, management, and implementation
- Skilled in research and data management for Career pathways
- Commitment to student success and continuous program improvement

Experience:

K12 SWP Pathway Coordinator

Burbank Unified, Oct 2021 - Present

- **Coordinated and developed projects focused on Career Technical Education (CTE) and Dual Enrollment**
- **Ensured alignment with Title V regulations and College & Career Readiness standards**
- **Collaborated with community-based organizations to enhance program effectiveness**

Adjunct Instructor

Los Angeles Community College District, August 2022 - Present

- Provided instruction in courses related to College and Career Readiness
- Supported student success and engagement through innovative teaching methods

Special Projects and Grants Liaison (TOSA)

Baldy View ROP, March 2021 - Oct. 2021

- Managed and coordinated grant-funded projects related to CTE programs
- Provided support and guidance to instructional staff in grant implementation

Entrepreneur Instructor, CTE Mentor Teacher, FBLA adviser

Entrepreneur High School, July 2019 - March 2021

- Instructed Entrepreneurship courses and served as a mentor teacher for CTE programs
- Advised Future Business Leaders of America (FBLA) chapter, facilitating student leadership development

Business Instructor, FBLA adviser

East San Gabriel Valley ROP, Feb. 2017 - July 2019

- Taught Business courses at Diamond Bar High School, fostering student skill development in various business disciplines
- Advised FBLA chapter, guiding students in competitive events and leadership activities

Education

MA, Business Administration/Human Resource Management

University of Phoenix, Ontario, CA, 2008

BS, Business Management

University of Phoenix, Ontario, CA, 2006
Educational Training and Certifications:

Administrative Credential Program, LACOE exp 08/01/2029

Preliminary Administrative Credential Program, Riverside County of Education (Completed 02/2022)

Youth Mental Health First Aid Certified, Mental Health First Aid USA (Exp 7/2024)

Supervision & Coordination of Career Technical Education/Adult Education Level 3, University of San Diego, 05/6/2020-07/29/2020

CTE Teaching Credential, University of San Diego, 2016-2017

Business/Technical Training and Certifications

Leading Edge Certification, 09/07/2021

Web Developer Certification, 05/2022

Computer Support Technician A+ Certification, 2016

Project Management Certification, 2016

Human Resource Management Certification, 2008

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
PREPARED BY:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
SUBMITTED BY:	Stephanie Beauregard, Administrative Secretary II
DATE:	November 21, 2024
SUBJECT:	Ratification of Agreement for Instructional Consultant Services

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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 for 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. Due to delays out of their control the site was unable to submit their consultant agreement before the October 25, 2024 agenda deadline. Therefore, the agreement below is being presented as a ratification. 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:
See attached.

Recommendation:
Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education ratify the instructional consultant services for on-site student learning support and staff development and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
RATIFICATION OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: November 21, 2024

Site	Name	Purpose	Dates	Cost	Appropriation Number
Jefferson Elementary	Erin McGuire	Assistant Choir Director for 4th and 5th grade holiday choir	10/29/24	$75	01.0-90201.0-11100-10000-5810-2068700

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 5th of November, 20 24 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Erin McGuire hereinafter referred to as "Consultant."

Payee's Name Erin McGuire Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator Ron Young, Principal - Thomas Jefferson Elementary

Board Approval Date November 21st 2024

Account String 010-90201-0-11100-10000-5810-206-8700-0000

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 $ $50.00 per hour■/ per day ☐/ per session■ for a total not to exceed $ 75.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on October 29th 2024 and terminating on Octorber 29th 2024 .
3. Payment Terms: One Payment on October 29th 2024
4. Consultant will provide the following services:

   Assistant Choir Director for 4th and 5th graders holiday choir
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.

		Erin McGuire	Erin McGuire	11/5/24
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

ERIN MCGUIRE

WORK HISTORY

HONEYLEAF BRAND AMBASSADOR & TEAM LEAD 06/2021 to Current

- Promote demos for Honeyleaf, and interact with customers to inform them about the company and its mission. Also, train new team members and aid managers with anything they might need.

NANNY 09/2017 to 06/2021

- Caretaker for two children ages three and five. Watched them from when the oldest was two and the youngest was born.

VOCAL COACH 01/2017 to 05/2021

John Muir Middle School – 1111 N Kenneth Rd Burbank, CA 91504
Burbank High School – 902 N 3rd St Burbank, CA 91502

- Arrange music and rehearse with choirs and small ensembles for their shows.

LEGAL ASSISTANT 07/2015 to 07/2020

Shannon Baily Law – 3500 W Olive Ave Burbank, CA 91505

- Provided attorney services such as filing and serving pleadings.

RECEPTIONIST 08/2016 to 09/2017

Cornerstone Masonry – 11070 Fleetwood St Sun Valley, CA 91352

- Answered phones, data entry, and various office tasks/errands.

SKILLS & ATTRIBUTES

- Music directing and singing
- Educator/public speaker; good communication abilities

EDUCATION

CALIFORNIA STATE UNIVERSITY NORTHRIDGE – Northridge, CA May 2021

- graduated with a 3.97 overall GPA
- completed a BA in Music Education with a Choral Emphasis
- on the Dean's List

PASADENA CITY COLLEGE – Pasadena, CA June 2019

- AA in Social and Behavioral Sciences and a 3.9 GPA

BURBANK HIGH SCHOOL – Burbank, CA May 2016

- Graduated with a 3.9 GPA unweighted and a 4.2 GPA weighted

INVOICE

10/29/2024

Invoice #1

Erin McGuire

[redacted]

BILL TO:

Thomas Jefferson Fundraising Committee

1900 N 6th St, Burbank, CA 91504

DESCRIPTION	UNIT	UNIT PRICE	TOTAL
Assistant direct for 4th/5th grade holiday choir	1.5 hrs	$50	$75

Balance Due: $75.00

11/06/2024

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Lori Larson, EIIP Technician
SUBMITTED BY:	Terri Ramirez-Adams, Sr. Administrative Secretary, Administrative Services
DATE:	November 21, 2024
SUBJECT:	Ratification of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services of Independent Contractor with Concentra is to provide post-offer, pre-employment screening and special examinations, to include but not be limited to, drug screens, fit-for-duty and first aid only examinations, of certificated and classified employees.

Discussion/Issues:
This agreement provides the District with local occupational health services in the form of pre-employment screenings, fit-for-duty physicals, first aid only examinations and other related services. Concentra shall also advise the Superintendent of Schools or designee on medical matters.

Financial Impact:
The financial impact to the District is dependent upon hiring requirements of the District and specific classification requirements as well as frequency of need for special examinations. Commonly incurred charges are drug screenings to be charged at $70.00.

Recommendation:
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an Agreement between the Burbank Unified School District and Concentra. to provide occupational health services in the form of pre-employment screenings, fit-for duty physicals, and first aid only examinations to cover the period of July 1, 2024–June 30, 2025 and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Burbank Unified School District
AGREEMENT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT, made and entered into this 21st day of November 2024 by and between

NAME:	Occupational Health Centers of California, A Medical Corporation (dba Concentra Medical Centers)
STREET ADDRESS:	5080 Spectrum Drive, Suite 1200W
CITY:	Addison, Texas 75001

hereinafter referred to as the Contractor and Burbank Unified School District of Los Angeles County, hereinafter referred to as the District,

W I T N E S S E T H:

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special professional services required; and

WHEREAS the Contractor provides personnel who are specially trained and experienced and competent to perform the special professional services pursuant to this agreement;

The parties hereto contract and agree as follows:

1. PERIOD OF AGREEMENT shall be from July 1, 2024 to June 30, 2025, for a variable number of sessions within that period. The agreement shall be subject to cancellation by either party on thirty (30) days written notice to the other, delivered to the last known address of the other party.
2. SERVICE TITLE of this Contractor shall be provider of Occupational Health Services.
3. DUTIES OF CONTRACTOR shall be:
    a. Provide pre-employment/post offer job-specific physical examinations consistent with State and Federal law.
    b. Special job-specific examinations consistent with State and Federal law.
    c. Advise Superintendent of Schools or designee on medical matters.
4. PAYMENT BY THE DISTRICT The District shall pay the Contractor at the rate of
    - up to $70.00 for drug screens and;
    - up to $200.00 per special examination. (Any amount exceeding $200.00 must be preapproved by the District.)

    Payment to the Contractor shall be as billed monthly. The Contractor shall submit and invoice in duplicate to the District, upon completion of the services, indicating that services required were performed. The Contractor shall assume all expenses, including but not limited to, travel expenses, included by him in performance under this contract.
5. CREDIT AND PAYMENT Payment for services will be received by Contractor within thirty (30) days of invoice date, unless otherwise agreed to by parties. Any invoiced amount remaining unpaid after such date will be deemed “past due”.
6. AUTHORIZED DISTRICT REPRESENTATIVE Questions concerning the special services to be performed and the program in general will normally be referred by the Contractor to the Staff Representative authorized by the Superintendent. However, with

regard to this contract, the Superintendent of Schools shall serve as the Chief Executive Officer and Representative of the Board of Education in all major matters relating to these contract provisions.

7. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees, pupils or by any third persons.
8. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT While engaged in performance of this contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.
9. PHYSICIAN PROVIDER The parties acknowledge that Contractor does not and cannot employ the physicians who will be providing professional services under this Agreement (the "Physician Providers"), due to the corporate practice of medicine laws in the State of California. However, Contractor will arrange for the provision of such professional services by Physician Providers through a Professional Services Agreement ("PSA") with them. Contractor agrees that under the PSA, and Physician Provider will be required to have a valid certificate to practice medicine and surgery issued by the California State Board of Medical Examiners.

WITNESS the parties hereto the day and year first above written.

- Contractor -	- District -
Occupational Health Centers of California, A Medical Corporation (dba Concentra Medical Centers)	BOARD OF EDUCATION OF THE BURBANK UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By: _____	By: _____
Kathy T. Le, MD, MPH President and Treasurer	John Paramo, Superintendent of Schools

Charge to: 01.0-00000.0-00000-72000-5861-7552000
11.0-00639.0-00000-27000-5861-5330000
12.0-60600.0-00000-27000-5861-7540000
12.0-61050.0-00000-27000-5861-7540000
12.0-60550.0-00000-27000-5861-7540000
13.0-53100.0-00000-37000-5861-7490000
01.0-65000.0-50010-27000-5861-7441000
01.0-00000.0-00000-72000-5862-7552000
01.0-90335.0-00000-27000-5862-7558000
01.0-00000.0-00000-72000-5860-7552000
01.0-00000.0-00000-72000-5861-7552000
01.0-00000.0-00000-72000-5864-7552000
01.0-00000.0-00000-72000-5860-7551000

BURBANK UNIFIED SCHOOL DISTRICT
Office of Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	Lori Larson, EIIP Technician
SUBMITTED BY:	Terri Ramirez-Adams, Sr. Administrative Secretary, Administrative Services
DATE:	November 21, 2024
SUBJECT:	Ratification of Agreement for Professional Services

Background:
Current Board Policy and Administrative Regulations address the compliance obligations of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). A cohesive disability management program is critical for all California employers, including the district. Consultants Shaw HR Consulting, Inc. will assist District staff with development and continued implementation of a disability management program that allows the district's continued ability to meet the compliance obligations as outlined in the ADA and FEHA legislation, as well as Board Policy and Administrative Regulations.

Discussion/Issues:
This cost-effective solution to creating a quality program will continue to mitigate the cost of compliance with FEHA/ADA. It is expected that a portion of the contract's expense will be recovered through savings to the Workers' Compensation program budget by reducing temporary disability payments and indemnity reserves. In addition, a quality disability management program can significantly reduce future liability costs.

Included within the scope of this program are a formal Return-to-Work Program, Essential Function Job Analyses, and an enhanced Interactive Accommodation Process. The Return-to-Work Program is a temporary modified duty program that serves to minimize Workers' Compensation and disability costs and keep trained and experienced workers on the job while reinforcing the district's commitment to employees' welfare. The Essential Function Job Analyses identify the essential functions and physical abilities required to perform them for certificated and classified positions. The analyses are imperative tools for use when the district is faced with the legal obligation or request to accommodate a disabled/injured applicant or employee. The Interactive Accommodation Process will provide for continued engagement through the application process, employment and while former employees are on the 39-month re-employment list.

Fiscal Impact:
The fiscal impact of a professional services agreement with Shaw HR Consulting, Inc. to perform on-going services would be an amount not to exceed $35,000.

Recommendation:

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Shaw HR Consulting, Inc., to perform services related to the district's disability management program, not to exceed $35,000 (01.0-90335.0-00000-27000-5880-7558000) effective July 1, 2024 through June 30, 2025 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

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SHAW HR CONSULTING, INC.
CLIENT SERVICES AGREEMENT

This Client Services Agreement (hereafter referred to as "AGREEMENT") is entered into as of July 1, 2024, in the County of Los Angeles, State of California, by and between Burbank Unified School District (hereafter referred to as "ORGANIZATION") and Shaw HR Consulting, Inc., a California corporation (hereafter referred to as "CONTRACTOR"). ORGANIZATION and CONTRACTOR shall be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, ORGANIZATION desires to acquire specialized human resource/employment relations consultation and/or services on an independent contractor basis; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the requested services for the ORGANIZATION on an independent contractor basis;

NOW, THEREFORE, the Parties, for good and valuable consideration, including the exchange of mutual covenants and forbearances herein, agree as follows:

1. Agreement Documents. This AGREEMENT includes those documents as referenced herein, or attached hereto with the Parties' mutual consent, including, but not limited to, the CONTRACTOR's Certificate Regarding Worker's Compensation Insurance, Insurance Policies or Certificates, Notice of Termination, or otherwise, and all modifications, addenda, and amendments thereto, which by this reference are incorporated herein.

2. Scope. ORGANIZATION hereby agrees to engage CONTRACTOR, as an independent contractor, on an "as needed" basis, to provide disability interactive process professional services, development of Essential Functions Position Analyses™ and/or other human resources consulting and training as may be mutually agreed by the Parties.

3. Term. CONTRACTOR shall be available to provide requested services under this AGREEMENT as of the effective date above-written and remain available to perform further requested services hereunder for one (1) year therefrom, unless otherwise modified or extended by the Parties in writing and attached hereto as an exhibit.

4. Compensation. ORGANIZATION agrees to timely pay the CONTRACTOR for services rendered pursuant to this AGREEMENT, and as regularly invoiced on a monthly basis, unless otherwise agreed by the Parties. ORGANIZATION shall pay CONTRACTOR according to the following terms and conditions:

(a) Such compensation is currently as follows:

(i) Rachel Shaw: $350.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

(ii) Senior Consultants: $275.00 per hour for consulting services, investigations, and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

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(iii) All other Staff: $250.00 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

(iv) Workplace Investigations: $275 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

(v) For accommodation meeting facilitation requiring 400 miles or more of travel (roundtrip), a minimum day rate of $4,500 applies, plus flight, rental car, hotel fees or mileage if incurred.

(vi) When flight scheduling requires travel the day before work is to be completed, a $2,500 flat travel day rate applies. This cost is incurred only when flights cannot be scheduled on the day of the work assignment and ensure a timely arrival.

(b) Fees for customized trainings and workshops are as follows:

(i) Full day session is $10,000, plus flight, rental car and hotel fees, if incurred. Fee includes preparation call, customized training materials and word version samples for up to 75 participants. For each participant over 75, an additional fee of $30 per participant applies.

(ii) Payment method shall be made as invoiced upon completion of milestone/assignment or every 30 days, whichever comes first.

(iii) All payments due for services rendered or costs advanced by CONTRACTOR shall be timely tendered. The failure to remit same shall, at CONTRACTOR's option, excuse the furnishing of further services until the account is brought current.

5. Independent Contractor. CONTRACTOR, in the performance of its services pursuant to this AGREEMENT, shall be and act solely as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the ORGANIZATION, and are not entitled to employment benefits of any kind or nature from the ORGANIZATION, including but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees rendering services pursuant to this AGREEMENT, and hold ORGANIZATION free and harmless therefrom.

6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, and recordings submitted to the ORGANIZATION, and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR, or otherwise in the public domain, and shall not be acquired in whole or in part from any third party where use thereof would violate copyright, patent, or unfair competition standards, and excepting documents, materials, or information submitted to CONTRACTOR by ORGANIZATION pursuant to the furnishing of CONTRACTOR's services hereunder.

7. Business Termination. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail

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itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party, this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to the Party providing same.

8. Notice of Termination.

(a) ORGANIZATION may, at any time, for any reason, with or without cause, terminate this AGREEMENT upon thirty (30) days' written notice, and compensate CONTRACTOR for services rendered, or expenses incurred, as of the date of termination. Written notice by ORGANIZATION shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

(b) CONTRACTOR may terminate this AGREEMENT for good cause, which shall include past due balances for services performed hereunder and/or the failure of ORGANIZATION to reasonably cooperate in the rendering of CONTRACTOR's services hereunder, including, but not limited to, the failure to provide information or documentation reasonably required to properly render same.

9. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom ORGANIZATION may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of ORGANIZATION.

10. Insurance. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to ORGANIZATION a certificate of insurance evidencing all Coverages and endorsements required hereunder. Said certificate of insurance shall be due upon executions of this AGREEMENT, or such subsequent date as agreed to by the ORGANIZATION. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows.

(a) General Liability Insurance for personal injuries, including accidental death, in an amount not less than $1,000,000 per occurrence.

(b) Property Damage Insurance in an amount not less than $1,000,000 per occurrence.

(c) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than $300,000 per occurrence.

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(d) Statutory Workers' Compensation Insurance, covering contractors employed performing services hereunder, in accordance with Sections 3700 and 3800 of the Labor code of the State of California.

(e) Errors & Omissions (professional liability) Insurance in an amount not less than $1,000,000 per occurrence.

(f) A thirty (30) day written notice to ORGANIZATION of cancellation or reduction in coverage.

11. Indemnification.

(a) The CONTRACTOR shall indemnify, defend, and hold harmless ORGANIZATION, its elected and appointed officers, employees, agents, and volunteers (ORGANIZATION Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees), including claims for personal injury or death arising out of CONTRACTOR's performance of this AGREEMENT, subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of CONTRACTOR, its officers, directors, agents, independent contractors or employees. This indemnification obligation may be satisfied in full by CONTRACTOR obtaining and maintaining insurance in the type and amounts set forth in Paragraph 10 herein.

(b) ORGANIZATION shall indemnify, defend, and hold harmless CONTRACTOR, its officers, directors, employees, agents, and volunteers (CONTRACTOR Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for personal injury or death arising out of ORGANIZATION's performance of this AGREEMENT, subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of ORGANIZATION, its elected and appointed officers, agents, independent contractors or employees.

12. Assignment. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same of any part thereof.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the ORGANIZATION and shall be subject to the ORGANIZATION'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Conflict of Interest. CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business, or financial interest and the services provided under this AGREEMENT, and in the event of change in either private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the ORGANIZATION. CONTRACTOR shall not be in a reporting relationship to a ORGANIZATION employee who is

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near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.

15. Affirmative Action Employment. In the performance of the terms of this AGREEMENT. CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. Notice.

(a) All notices or demands to be given under this AGREEMENT by either Party to the other shall be in writing and given either by: (i) personal service or (ii) 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.

(b) At the date of this AGREEMENT, the addresses of the Parties are as follows:

ORGANIZATION: Burbank Unified School District
Attention: Andrew Cantwell, Assist. Superintendent
Administrative Services
1900 West Olive Avenue
Burbank, CA 91506

CONTRACTOR: Shaw HR Consulting, Inc.
Attention: Rachel Shaw, President
107 N. Reino Road, Suite 414
Newbury Park, CA 91320

17. Non-Waiver. The failure by any one of the Parties to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this AGREEMENT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

[Signatures on following page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Client Services Agreement effective as of the date first written above.

CONTRACTOR:

Shaw HR Consulting, Inc.,
a California corporation

Dated: 9/26/2024

By: DocuSigned by: Rachel Shaw
A7E2C7EE2B4F437...
Rachel Shaw, President

ORGANIZATION:

Burbank Unified School District

Dated: _____

By: _____

Name: John Paramo, Ed. D.

Title: Superintendent

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
PREPARED BY:	Oscar Macias, Interim Assistant Superintendent, Instructional Services
SUBMITTED BY:	Stephanie Beauregard, Administrative Secretary II
DATE:	November 21, 2024
SUBJECT:	Ratification of Agreement for Non-Instructional Consultant Services

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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, or organization must complete the required paperwork by the District to ensure that District students receive the required services. The Board of Education must approve all non-instructional consultant requests before services are 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. Due to a delay out of their control, the site was unable to submit their consultant agreement before the agenda deadline on October 25, 2024. Therefore, the agreement below is being presented as a ratification. If the non-instructional Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant must provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

Not to exceed $18,000 (Film LA funds)

Recommendation:

Oscar Macias, Interim Assistant Superintendent of Instructional Services, recommends that the Board of Education ratify the non-instructional consultant services to support the school and/or District goals and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: November 21, 2024

Site	Name	Purpose	Dates	Cost	Appropriation Number
Instructional Services	5D Spectrum	5D Spectrum will assist with updating and editing the BUSD Arts for All web page to ensure it is current (supporting grant applications).	11/08/24 – 11/30/24	$18,000	01.0-90711.0-11100-10000-5850-7428000 Film LA Funds

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 7 day of November 2024 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and 5D Spectrum hereinafter referred to as "Consultant."

5D Spectrum	83-0382528	818 487-2504
Payee's Name (Person or Company)	Social Security or Federal I.D. #	Daytime Phone Number

Mailing Address: 2829 N Glenoaks Blvd STE 202 (City) Burbank, CA (State) 91504 (Zip)

Sponsoring Administrator: John Paramo, Superintendent (Print Name) (Title) (Signature) (Location)

Board Approval Date: November 2024 Account Code 010-90711.0-11100-10000-####-7428000 Film LA

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session X for a total not to exceed $ **18,000.00**
2. The term of the Agreement shall be the period commencing on 11/08//2024 and terminating on 11/ 30/2024
3. Consultant will provide the following services:

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

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

			10/18/24
Fiscal Services Administrator	Date	Consultant	Date

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



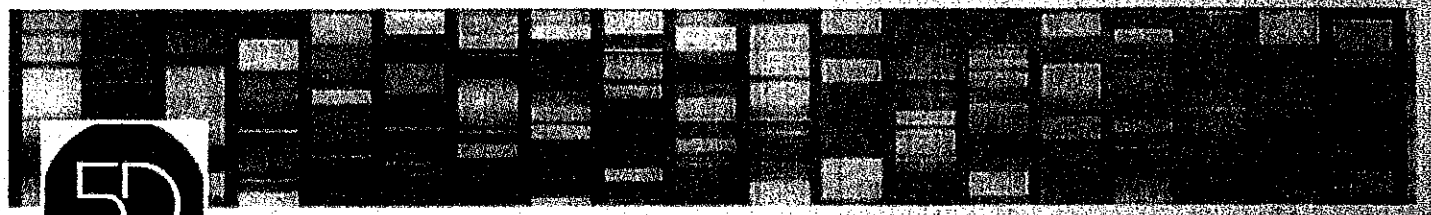


DE IVETT
CEO + BIZ DEV

D E

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

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



5D Spectrum

Discover. Design. Develop. Deploy. Deliver.

Cultivating your brand through creative vision and technology.

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

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

Website

https://5Dspectrum.com

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Rudchenko, Assistant Superintendent, Human Resources Services
PREPARED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
SUBMITTED BY:	Lauren Trammell, Executive Assistant, Human Resources Services
DATE:	November 21, 2024
SUBJECT:	Ratification of University Agreement– California State Polytechnic University, Pomona

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Background
The purpose of the University Agreement with California State Polytechnic University, Pomona, is to provide student teachers with field experience through practice in schools and classes. University students will assume responsibility for their classroom or office.

Pursuant to the provisions of Section 44227 of Education Code, the governing board is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution.

Discussion/Issues
This program builds a relationship with California State Polytechnic University, Pomona which expands the pool of qualified teachers. The District will provide support through field experience in schools and classes of the District for students of the University who are qualified for such assignments.

Fiscal Impact
None

Recommendation
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education ratify the University Agreement between the Burbank Unified School District and California State Polytechnic University, Pomona to provide educational field experience, effective October 1, 2024 through until terminated three (3) years on June 30, 2027, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

CalPolyPomona

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

STUDENT TEACHING
CREDENTIAL AGREEMENT

This AGREEMENT ("Agreement") entered into on **October 1, 2024** by and between the State of California through the Board of Trustees of the California State University (CSU), on behalf of California State Polytechnic University, Pomona, hereinafter called **State** or **State University**, and **School District** as noted below, hereinafter called the **District**, and collectively referred to as **party** or **parties**:

WITNESSETH

WHEREAS, under the California Education Code Section 44450, et seq., the governing board of any **District** is authorized to enter into agreements with a **State University** accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences through practice teaching for the students enrolled in teacher training curricula of the **State University**; and

WHEREAS, the **District** is authorized to enter into agreements with the **State**, to provide teaching experience through field experience and practice teaching to students enrolled in teacher training curricula of the **State University**; and

WHEREAS, Student observers or Fieldwork or Early field experience includes the following activities: Early Childhood Practicum, and Novice Clinical Practice, as described on **Exhibit A,** Teaching Programs attached hereto; and

WHEREAS, Student Teaching/Clinical Practice includes the following programs: PK-3 Early Childhood Education Specialist Instruction Credentials (age 3 to grade 3), Education Specialist Credentials, Multiple Subject Credentials, Single Subject Credentials, and Bilingual Authorization, as described in **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, Education Specialist Mild to Moderate Support Needs and Extensive Support Needs candidates (both traditional and intern) will have experiences co-teaching or teaching students with disabilities in inclusive general education settings; and

WHEREAS, it has been determined between the **parties** hereto that the payments to be made to the **District** under this agreement do not exceed the actual cost to the **District** of the services rendered by the **District**; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the **District** to the supervising teacher as compensation for and recognition of services performed for the student teacher/teacher candidate in the supervisory teacher's charge.

NOW, THEREFORE, it is mutually agreed between the **State** and the **District** as follows.

SPECIAL PROVISIONS

The **State University** and the **District** are as follows:

STATE UNIVERSITY

California State Polytechnic University, Pomona
3801 West Temple Avenue
Pomona, CA 91768

And

SCHOOL DISTRICT

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506

The **TERM** of the Agreement shall be from **October 1, 2024** through **June 30, 2027**. This Agreement is valid and enforceable only if funds are made available for the 2024/2025, 2025/2026 and 2026/2027 fiscal year's Budget Act for the purpose of this program.

The SERVICES for standard Clinical Practice to be provided by **District** to **State University** shall not exceed sixteen (16) weeks of practice teaching.

The **State** shall pay the **District** for cooperating teachers for standard Clinical Practice if it is merited for one of the programs listed above at the rate of **$350.00** per student, per sixteen (16) week assignment, which amount may increase based on funds available.

GENERAL TERMS

Placement of Student Teacher Candidates

1. The **District** shall provide to **State University** student teacher candidates field experience through practice teaching in schools and classes of the **District** not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the **District** and under the direct supervision and instruction of such employees of the **District**, as the **District** and the **State** through their duty-authorized representatives mutually agree upon.

   District placements for teacher Interns need to be at sites with:
   - A commitment to collaborative evidence-based practices and continuous improvement,
   - Partnerships with appropriate educational, social, and community entities that support teaching and learning,
   - Robust programs and support for English learners
   - Programs with evidence-based, systematic literacy instruction and/or integrated content and literacy instruction grounded in an understanding of applicable literacy-related academic standards and the themes of the California ELA/ELD frameworks (Foundational Skills, Meaning Making, Language Development, Effective Expression, and Content Knowledge).
   - Student with disabilities in the Least Restrictive Environment (LRE),
   - A fully credentialed principal, and
   - A district-employed supervisor with a clear credential in the subject; at least three years of experience identified as having exemplary teaching practices; thorough understanding of content knowledge, knowledge of current context including state adopted P-12 content standards, frameworks, and accountability systems, knowledge of diversity in society, and demonstration of professional practices.
   - A district-employed supervisor with knowledge and skills for candidate supervision and program expectations to support the candidate (including itinerant candidates) in their requirement to take and pass the teaching performance assessment (TPA), including the literacy performance assessment, which includes a focus on foundational literacy skills, meaning making, language development, and the additional cross-cutting themes in literacy. (SB 488 document parts 3.3a, 4.2a)
   - Opportunities for candidates to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the Teacher Performance Expectations (TPEs) and standard. (SB 488 document part 5.2a)

2. The **District,** after a reasonable inquiry of all parties involved, may at its sole discretion, refuse to accept for practice teaching any student teacher candidate of the **State University** assigned to practice teaching in the **District**. Upon request of the **District**, at its sole discretion, the **State** shall terminate the assignment of any student teacher candidate of the **State University** to practice teaching in the **District**.

3. "Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the **District** holding valid credentials issued by the State Board of Education, California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing

them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

4. The **State** will pay the **District** for the performance by the **District** of all services required to be performed under this agreement at the amount set forth in Special Provisions.

   Each semester of practice teaching for elementary and secondary schools shall be a full-time practice teaching experience or its equivalent. Student teaching shall normally provide for a full day's experience or its equivalent to five (5) days per week. Any deviation from this definition of assignment must be consistent with **State University** policy and can be made only with the approval of the **State University**.

   In the case of itinerant assignments, whereby an intern must travel to several schools within a district to provide services (e.g., music, APE), the District shall provide a contact at each school site (e.g., site administrator) who can provide to the itinerant intern teacher student information such as special needs, accommodations, or other instructional information needed for the intern to meet the needs of all students.

5. An assignment of a student teacher candidate of the **State University** to practice teaching in schools or classes of the **District** shall be for approximately sixteen (16) weeks, but a student teacher candidate may be given more than one (1) assignment by the **State University** to practice teaching in such schools or classes.

   The assignment of a student teacher candidate of the **State University** to practice teaching in the **District** shall be deemed to be effective for purposes of this agreement as of the date the student teacher candidate presents to the proper authorities of the **District** the placement letter or other document given the student teacher candidate by the **State University** commencing such assignment, but not earlier than the date of such assignment as shown on such letter or other document.

   In the event the assignment of a student teacher candidate of the **State University** to practice teaching is terminated by the **State University** or the **District** following a reasonable inquiry of all parties involved, the **District** shall receive payment on account of such student teacher candidate prorated by the number of weeks worked.

   Absences of a student teacher candidate from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided by the **District**.

6. **District** will allow video capture for Teaching and Administrative Performance Assessments and/or synchronous video observation by the **University** supervisor as part of or in lieu of on-site observations and Performance Assessments required by the California Commission on Teacher Credentialing (CTC). Students' faces and identities will not be captured.

7. In the event the **District** offers the student teacher candidate a short- or long-term substitute-teaching assignment, and if the student teacher candidate is or will be in his/her official solo period, and if the student teacher candidate has demonstrated student success as a student teacher candidate, the **State University** shall determine the length of unsupervised Clinical Practice days of the substitute-teaching assignment.

8. Within a reasonable time following the close of each semester session of the **State University**, the **State** shall provide payment directly to the **District**, at the rate provided herein, for all units of

practice teaching provided by the **District** under and in accordance with this Agreement during said semester.

The **State** will pay the amount due each semester from monies made available for such purpose by or pursuant to the laws of the **State**.

Student inquires: **CEIS-**Office of Clinical Practice
California State Polytechnic University, Pomona
3801 West Temple Avenue
Pomona, CA 91768
909-869-4300 **telephone**

Contract inquires: **Procurement Services**
Email: procurement@cpp.edu

9. Notwithstanding any other provisions of this agreement, the **State University** shall not be obligated by this agreement to pay the **District** any amount in excess of the services rendered.

10. Relationship of the Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between parties.

11. Publicity. Neither **State University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

12. Records. It is understood and agreed that all records, other than evaluation records and information, shall remain the property of **District**. Student records shall remain the property of **State University**.

13. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire Agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.

14. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

15. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice) and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.

To University:

Procurement and Support Services
California State Polytechnic University, Pomona
3801 West Temple Avenue, Bldg. 75
Pomona, CA. 91768
Facsimile (909) 869-5475
Email: procurement@cpp.edu

To District:

Dr. Sarah Rudchenko

Assistant Superintendent

Burbank Unified School District

1900 West Olive Avenue
Burbank, CA 91506
Phone: 818.729.4400
Fax:
Email: sararudchenko@burbankusd.org

16. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

17. **District** is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". **District** is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. **District**, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, **District** will take steps to comply with the modified, changed, or updated guidelines or directives. If at any time **District** becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify **University** of that that fact.

INSURANCE

1. The **State University** and **District** shall secure and maintain at all times during the term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.

   - Such coverage provided by the **State University** and **District** may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

- Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

  1) Each Occurrence $1,000,000
  2) General Aggregate $3,000,000

- The **State University** and **District** shall each secure and maintain at all times during the term of their contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. **State University** CSURMA provides Workers' Compensation coverage for all registered CSU students who are pursuing a professional credential in Education (including teaching) while participating in this program. Such coverage provided by either the **State University** and/or **District** may be afforded via commercial insurance or self-insurance.

- Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars ($1,000,000) per occurrence.

The **State University** and **District** shall further provide for thirty-day (30) advance written notice of any modification, change or cancellation of any of the above insurance coverage's.

2. The **State University** shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY, WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State, and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state-owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

GOVERNING LAW

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted enforced and governed by California laws.

INDEMNIFICATION

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other harmless from all liability for damage to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

The **District** shall defend, indemnify, and hold the **State University**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents arising out of the performance of this Agreement.

The **State University** shall defend, indemnify, and hold the **District**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **State University**, its officers, employees, or agents arising out of the performance of this Agreement.

FINGERPRINTING/BACKGROUND CHECKS

In accordance with California Education Code Section 44320 (d), each credential candidate prior to assignment to **District** must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The **State University** will ensure that students receive a Certificate prior to admission to the teacher-preparation credential program or program fieldwork. The **District** will accept such Certificate for all fieldwork, internships, and clinical practice in the **District.**

TUBERCULOSIS

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **District** must obtain at their sole expense an examination within the **District** timeframe to determine that he or she is free of active tuberculosis, by a licensed physician or surgeon prior to beginning their assignment in the **District.**

MANDATED REPORTER TRAINING

The **University** will provide Child Abuse Mandated Reporter Training to all teaching credential candidates prior to fieldwork, internship, or clinical practice.

GENERAL PROVISIONS

This Agreement: (a) will be binding and enforceable by the parties and their representative successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at Pomona, California.

IN WITNESS WHEREOF, this agreement has been executed by the **parties** hereto, effective the date above written.

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

BY: _____ **DATE:** _____

Joe A. Urbano, MBA Buyer III, for
Lorraine A. Rodriguez, C.P.M. Contract Administrator
Procurement and Support Services

UNIFIED SCHOOL DISTRICT

BY: _____ **DATE:** _____

Signature of Authorized District Official

_____

Print Name and Title of Authorized District Official

TO: Board of Education / Superintendent Consent 11/21/2024

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

SUBJECT: Certificated Personnel - Report Number 24-25-09. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

ELECTION: ADULT SCHOOL SUB	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALVAREZ, JOHN Adult School	Adult Ed Sub Teacher Adult Ed Sub Teacher	11.0-63910.0-41106-10000-1160-5330000	100			11/1/2024
HARRISON, LISA Adult School	Adult Ed Sub Teacher Adult Ed Sub Teacher	11.0-63910.0-41106-10000-1160-5330000	100			10/24/2024

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CASTRO, FARAH Adult School	Teacher: Adult School Adult Teacher	11.0-63910.0-41106-10000-1160-5330000	100		Began Service 8/15/2023	8/5/2024
PISCITELLI-CARRASCO, ANTONIA Adult School	Teacher: Adult School HS Diploma/Learning Center -	11.0-39130.0-41106-10000-1130-5330000 11.0-63910.0-41106-10000-1130-5330000	50 50			7/31/2024

RESIGN POSITION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GARCIA, ERICA John Muir Middle School	Special Ed Teacher SpEd	01.0-74350.0-11100-10000-1110-7449000	100			10/28/2024

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SMITH, KOURTNEY Harte Elementary School	Long Term Spec Ed Sub Tchr SDC	01.0-65000.0-57602-11100-1160-7440000	100			10/15/2024 11/15/2024
KIM, ALEXANDER Burbank High School	Long Term Sub Teacher Chemistry	01.0-65000.0-57602-11100-1160-7440000	100			8/23/2024 10/30/2024
VELASQUEZ, SILVIA Burbank High School	Long Term Sub Teacher Bio/Chem	01.0-00000.0-11100-10000-1160-7550000	100			10/14/2024 11/1/2024
BUSHI, STELA John Muir Middle School	Long Term Sub Teacher Social Science	01.0-65000.0-57602-11100-1160-7440000	100			9/5/2024 10/30/2024

BOMMARITO, GIANA Roosevelt Elementary School	Long Term Sub Teacher 2nd Grade	01.0-00000.0-11100-10000-1160-7550000	100			9/16/2024 11/26/2024
CRAIN, DARLENE Stevenson Elementary School	Long Term Sub Teacher 5th Grade	01.0-00000.0-11100-10000-1160-7550000	100			8/5/2024 11/29/2024

TO END ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
AVANESIAN, ELLIN Jefferson Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100	STP: $1582		10/08/2024

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT-220-24, Human Resources	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2140000	100	RA:006 - ST:24		11/1/2024 11/30/2024

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT 164-23, Human Resources	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:VI - ST:13 STP: $1582		8/5/2024 10/29/2024

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
WEBER, KERRI Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000	100	Salary Rate: $200/210		10/22/2024

STIPEND: CELL	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
TAROUILLY, JAMES Luther Middle School	Ctel Cell Phone Stipend - FTE:100%	01.0-74350.0-00000-27000-1980-3209000	100	STP: $17		7/26/2024

ELECTION: CTE TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HECKEL, STEPHEN Instructional Services	Teacher: Cte Stagecraft Technology	01.0-06350.0-71100-10000-1130-7910000	100			8/5/2024 5/23/2025

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SMITH, KOURTNEY Harte Elementary School	Long Term Spec Ed Sub Tchr SDC	01.0-65000.0-57602-11100-1160-7550000	100	Salary Rate: $250.00		10/15/2024 10/29/2024
GARCIA, ERICA John Muir Middle School	Long Term Sub Teacher SpEd	01.0-65000.0-57602-11100-1160-7440000	100	Salary Rate: $250.00		10/29/2024 11/26/2024
CRAIN, DARLENE Stevenson Elementary School	Long Term Sub Teacher 5th Grade	01.0-00000.0-11100-10000-1160-7550000	100	Salary Rate: $327.71		8/5/2024 10/28/2024

Almasi, Christine	Miller	Intervention	Hourly	$53.46	3	October
Baker, Ryan	Jefferson ATB	Tchr Add'l Duties	Hourly	$32.76	24	August - May
Binda, Lucien	JBHS	Other Hourly	Hourly	$39.67	1	October
Enokian, Stefanie	Luther	Other Hourly	Hourly	$39.67	4	August
Eshleman, Steven	BHS	Other Hourly	Hourly	$39.67	22.5	October
Godley, Elizabeth	Harte	Other Hourly	Hourly	$39.67	19	October – December
Godley, Elizabeth	Harte	Intervention	Hourly	$53.46	39.5	October - December
Grimshaw, Dena	Huerta	Intervention	Hourly	$53.46	100	November - March
Hillegaart, Sandy	Muir	CTE Teacher	Hourly	$55.84	2	September
King, Jennifer	Special Education	Tchr Add'l Duties	Hourly	$86.91	12	November – May
King, Jennifer	Special Education	Other Hourly	Hourly	$39.67	5	November – May
King, Jennifer	Special Education	Home Teacher	Hourly	$42.39	35	October - November
Kong, Joy	Miller	Intervention	Hourly	$53.46	34	October - March
Michelman, Setaporn	Disney	Other Hourly	Hourly	$39.67	4.5	October – December
Michelman, Setaporn	Disney	Intervention	Hourly	$53.46	14	October - December
Mullady, Jerome	JBHS	Saturday School	Daily	$169.90	1	October
Perez, Kimberly	Miller	Intervention	Hourly	$53.46	34	October - March
Ricciuti, Danielle	Miller	Other Hourly	Hourly	$39.67	31.5	October – March
Ricciuti, Danielle	Miller	Intervention	Hourly	$53.46	57	October - March
Rivera, Renee	Muir	Substitute Teacher	Daily	$200.00	1	October
Seale, Andrea	Special Education	Other Hourly	Hourly	$39.67	1.5	October – December
Seale, Andrea	Special Education	Intervention	Hourly	$53.46	3	October - December
Stoffers, Martha	Miller	Other Hourly	Hourly	$39.67	34	October – March
Stoffers, Martha	Miller	Intervention	Hourly	$53.46	239	October - March
Ta, Nien	Disney	Other Hourly	Hourly	$39.67	4.5	October – December
Ta, Nien	Disney	Intervention	Hourly	$53.46	14	October - December
Tyler, Patrick	Burroughs	Other Hourly	Hourly	$39.67	1	October
Wahe, Debra	Luther	Saturday School	Daily	$169.90	1	October

Name	Position	Program/Site	Range & Step	Effective Date	Remarks
Election – Hourly Compensation for Mandatory Trainings					
ACKELSON-WRIGHT, TEKLA	Paraed-Par Ed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Adult School
AGAZARYAN, TALINE	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Horace Mann
AGHABEGI, ANA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Stevenson ATB
AGUILAR, MELISSA	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$25.56	10/21/2024	John Muir
ALDAOUD, SAHAR	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Roosevelt
ALEXIANTZ, RAFFI	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Burroughs
ALVARADO, WENDY	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Bret Harte
ANYASOPORN, NANTAVADEE	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	McKinley ATB
ARANSKY, DESIREE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$22.63	10/21/2024	Burbank High
ARBOGAST, JULIE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Emerson
AROUTIOUNIAN, RIMA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$19.06	10/21/2024	Roosevelt
ARPON, VICTORIA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Spec Ed
ARUTYUNYAN, KRISTINE	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Magnolia Park
ATIENZA, KAROL	Paraded-Sev Imp	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	Horace Mann
BABAIAN, AGATIA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Roosevelt ATB
BABAKHANIAN, LINA	Paraed	01.0-00000.0-72000-2930-7402000	$19.53	10/21/2024	Spec Ed
BAER, ALLISON	Paraed-Par Ed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Adult School
BAGHDASIAN, VIOLET	Paraed-Adult Ed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Washington
BAGUMYAN, VERGINE	Paraed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Miller
BARBA-PEREZ, GRACIELA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Luther
BARNETT, HILARY	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burbank High
BATARINA, RAYMOND	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Monterey
BAUTISTA, MARIE	Paraed-Health Care	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Burroughs
BEER, NICOLE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Burbank High
BOWIE, JIMARIKO	Paraed-Health Care	01.0-00000.0-72000-2930-7402000	$22.04	10/21/2024	Muir
BULONE, KEVIN	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Muir
CAFFERTY, RONI	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$29.61	10/21/2024	Jefferson
CAMPBELL, CHERYL	Paraed-Health Care	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Burroughs
CARDENAS, DORIS	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burroughs
CHAUDHARI, RADHIKA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Burbank High
CHAVEZ, SAMANTHA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Burbank High
CHILDS, JENNIFER	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Jefferson ATB
COCA, LESLIE	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Jefferson
LACAYO, JASMINE	Paraed	01.0-00000.0-72000-2930-7402000	FALSE	10/21/2024	Bret Harte
COQUIA, JOIDIE	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Washington
COSIO, TERESA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Adult School
CRUZ, SAMANTHA	Paraed-Health Care	01.0-00000.0-72000-2930-7402000	$22.04	10/21/2024	Bret Harte
DANAO, ZULEIKA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Emerson
DANOOKH, MARINEH	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$20.02	10/21/2024	Jefferson
DAVIS, TABITHA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Luther

Name	Position	Program/Site	Range & Step	Effective Date	Remarks
Election – Hourly Compensation for Mandatory Trainings (continued)					
DE LA TORRE, ROCIO	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Luther
DEL CASTILLO, VERONICA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Edison
DIAZ, KAMERON	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$22.63	10/21/2024	McKinley
DORONINA, MARIIA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$20.02	10/21/2024	Dolores Huerta
DRUCKER THOMPSON, JENNIFER	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burroughs
DUMANSKY, LISA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Washington CC
ELLWEIN, ISABELLA	Paraed-ELD	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	Dolores Huerta
EMIRZIAN, VIKTORIYA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Horace Mann
ERLICH, JILL	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.74	10/21/2024	Disney ATB
ERMINO, GILDA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	Horace Mann
ESCALANTE, TEVAH	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burroughs
EVARTRAZIAN, ALICE	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Edison CC
FAUDREE, STEVEN	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Muir
FERRER, TIRZA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burbank High
FITZPATRICK, SUZANNE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burbank High
GABRIELYAN, TERESA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Disney
GALOUSTIAN, ANAHID	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Stevenson ATB
GARABEDIAN, SILVA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Miller
GARCIA, SARAHI	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$22.04	10/21/2024	Spec Ed
GARCIA, ANA LINDA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Roosevelt
GEVORGYAN, GOHAR	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Adult School
GOMEZ, SARITA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Miller
GRAY, MARTHA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Washington
GUIDO MARQUEZ, ANGIE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	John Muir
GUMM, RACHEL	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Roosevelt
HAKOBYAN, GYULNARA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$20.02	10/21/2024	Miller
HAKOBYAN, ARMENUHI	Paraed-Adult Ed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Adult School
HALAJYAN, PIRUZ	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burbank High
HARRIS, HAYLEE	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$20.02	10/21/2024	Burbank High
HARTOUN MARDIRSAN, ODET	Paraed-CC	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Roosevelt ATB
HAWA, SARA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	John Muir
HAYES, CHRISTINE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Luther
HERNANDEZ, JEFFREY	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	John Muir
HERNANDEZ, ELIA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	McKinley
HONORE, BAVET	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Washington
HOSPIDALES, STACI	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burbank High
HOVAKIMYAN, GOHAR	Paraed-Prim Lang Sup	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Emerson
HYRAPATIAN, SIRANOOSH	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Disney ATB
ISAGULYAN, TAMARA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Miller
ISAIAN, HELEN	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Jefferson ATB

Name	Position	Program/Site	Range & Step	Effective Date	Remarks
Election – Hourly Compensation for Mandatory Trainings (continued)					
ISING, ANN	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Providencia
IZAGUIRRE, GLADYS	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Luther
JEAN, LORI	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Edison
JOHNSON, MATTHEW	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Emerson
JOHNSON, RACHAEL	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Luther
KAJIMOTO, VILMA	Paraed-Prim Lang Sup	01.0-00000.0-72000-2930-7402000	$24.14	10/21/2024	Disney
KARAPETIAN, LUSINE	Paraed-CC	01.0-00000.0-72000-2930-7402000	$22.63	10/21/2024	Bret Harte
KARESH, RAGHIDA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$29.61	10/21/2024	Miller ATB
KARIMIAN, ROOBINA	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$25.56	10/21/2024	Washington
KELLY, BREANNA	Paraed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	McKinley
KHACHATOURIANS, KLARA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	John Muir
KHACHIKIAN, ALICE	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Emerson
KIM, CANDACE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Emerson
KNOOP, NICOLE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Burroughs
KUEHNER, PATRICIA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Burroughs
LANGE, ERIN	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Adult School
LARA, ARMIDA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Bret Harte ATB
LAVITT, KIMBERLY	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Washington
LEIVA, NEREYDA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burroughs
LEWIS, VICTORIA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Providencia
LOPEZ, GUILLERMO	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Burbank High
LOPEZ CORRALES, ELIZABETH	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Emerson
LUIZZI, LYDIA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Adult School
MACIEL-BROWN, JOANMARIE	Paraed-Health Care	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burroughs
MADORE, MELISSA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Providencia
MADRIGAL, MARIAH	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	Burroughs
MANSOURIAN, VERJINEH	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Adult School
MARTINEZ, CINTHIA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Jefferson ATB
MATVIENKO, BARBARA	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Emerson
MC DONALD, KAILEY	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	John Muir
MC SORLEY, BRITTANY	Paraed-ELL	01.0-00000.0-72000-2930-7402000	FALSE	10/21/2024	Luther
MEJIA, ASHLEY	Paraed-Par Ed	01.0-00000.0-72000-2930-7402000	$18.58	10/21/2024	Adult School
MESROBY, ARPI	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Stevenson
MIRABAL, ANNA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Roosevelt
MIRZAKHANIAN, ALICE	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Washington ATB
MORAN, MARIA	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Miller
NASRALLAH, NANCY	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Bret Harte
NAVA, ARMANDO	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$19.53	10/21/2024	Roosevelt
NAVARRO, YOLANDA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$22.63	10/21/2024	Burbank High
NAVARRO, CAROLINA	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Miller
NAVASEKIAN, AYDA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Burbank High

Name	Position	Program/Site	Range & Step	Effective Date	Remarks
Election – Hourly Compensation for Mandatory Trainings (continued)					
NEVAREZ, MARIE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	John Muir
NGUYEN-MAI, YEN	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Miller ATB
NITULEASA, GEORGIANA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$20.02	10/21/2024	Burroughs
OHANIAN, HERMINEH	Paraed-Par Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Adult School
OLIVER, ALLISON	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$22.04	10/21/2024	Jefferson
ONEILL, AMANDA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Roosevelt
ONTIVEROS, BETH	Paraed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Washington
OPAZO, MARIA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$20.02	10/21/2024	CC
ORTEGA, JANETTE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$19.53	10/21/2024	Roosevelt
PALEN-ELIAS, MONTSERRAT	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$19.53	10/21/2024	Emerson
PAZ, TRACY	Paraed	01.0-00000.0-72000-2930-7402000	$22.63	10/21/2024	Stevenson
PHAN-MUNOZ, ANNIE	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	Miller
POGANY, KEIKO	Paraed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Emerson
POSTELL, CRISTELLE	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Washington
RAMOS, MARGARET	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$19.06	10/21/2024	Burroughs
REYES, FAYE	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Stevenson
REYES-BUDD, NICOLE	Paraed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Stevenson
ROBLES, CHELCY	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Burbank High
ROSENTHAL, ERICA	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Miller
SALAS, MERCEDES	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	John Muir
SALCEDO, JANETTE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$19.53	10/21/2024	Jefferson
SANCHEZ, BONNIE	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Horace Mann
SANCHEZ, CYNTHIA	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$25.56	10/21/2024	Adult School
SANCHEZ MENDEZ, VANESSA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$19.06	10/21/2024	Dolores Huerta
SANTANA, ESTRELLITA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	John Muir
SARAH, AMAL	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burroughs
SEMERDJIAN, ELIZABETH	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Burbank High
SEMERDJIAN, CYNTHIA	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$22.04	10/21/2024	Washington
SERRANO, DEBRA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Burbank High
SETAGHIAN, VERONICA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Burbank High
SHAGHOLI, LIDA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Monterey
SHAKHNAZARYAN, MARINE	Paraed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Miller
SIEGEL, LETICIA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Roosevelt
SIGALA, LORETTA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	John Muir
SILVA, MARITZA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	John Muir
SILVA, JANET	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Dolores Huerta
SILVA, EVELYN	Paraed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Roosevelt
SILVA, JOSEFINA	Paraed-Prim Lang Sup	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Disney
SIMOKOVIC, CARLA	Paraed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Miller
SOLIS JR, SANTOS	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$28.20	10/21/2024	Dolores Huerta
SOTOLONGO, TAIRY	Paraed-Health Care	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Luther

Name	Position	Program/Site	Range & Step	Effective Date	Remarks
Election – Hourly Compensation for Mandatory Trainings (continued)					
SUNER, CLAUDIA	Paraed-Prim Lang Sup	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	McKinley
SURICO, MARIAH	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Burroughs
SWEENEY, LINDA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Burroughs
TAIT, HOLLY	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Adult School
TELLEZ, KALANI	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$28.20	10/21/2024	Harte
TEUSCHER, SYDNEY	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	McKinley
TEXEIRA, SOPHIA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Disney
TORRES, CONNIE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Providencia
VALENZUELA, ELIANA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Horace Mann
VALLE, MARIA	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Dolores Huerta
VARDANYAN, MERI	Paraed-Prim Lang Sup	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	John Muir
VAZQUEZ, RITA	Paraed-Sev Imp	01.0-00000.0-72000-2930-7402000	$26.87	10/21/2024	Horace Mann
VAZQUEZ, JASMINE	Paraed-DHH	01.0-00000.0-72000-2930-7402000	$23.14	10/21/2024	Burbank High
VILLALPANDO, MARIA	Paraed-Prim Lang Sup	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Disney
WARD, CANDY	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$21.54	10/21/2024	Luther
WASSEM, MARYANNE	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	Providencia
WATSON, KELLY	Paraed	01.0-00000.0-72000-2930-7402000	$20.52	10/21/2024	Providencia
WATTERS, ELIZABETH	Paraed-Sev Behav II	01.0-00000.0-72000-2930-7402000	$31.15	10/21/2024	Miller
WEINMULLER, JODI	Paraed	01.0-00000.0-72000-2930-7402000	$22.63	10/21/2024	Jefferson
WHITE, MARTHA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$21.00	10/21/2024	Luther
WILKEN, TONYA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Edison CC
WILLIAMS, JULIE	Paraed	01.0-00000.0-72000-2930-7402000	$23.74	10/21/2024	Edison
WRIGHT, LETICIA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Disney
YEGHYAIAN, RENEH	Paraed-Spec Ed	01.0-00000.0-72000-2930-7402000	$24.98	10/21/2024	McKinley
ZAMUDIO, MARIA	Paraed-ELL	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	McKinley
ZINALVAND, AYDA	Paraed-CC	01.0-00000.0-72000-2930-7402000	$24.35	10/21/2024	Emerson CC

Retirement								
MURPHEY, Karin	Paraeducator - Severely Impaired	01.0-65000.0-57601-11100-2110-4320000	.8125	41-VI	D	11-01-24		Burroughs High School Began Service 10-4-04
Leave								
MORECRAFT, Layne	Occupational Therapist	01.0-65000.0-57601-31409-2211-7440000	1.0	C-VII	B	11-19-24	12-16-24	Special Education (Child Bonding)
WHITNEY, Marilyn	Career Vocational Assistant	01.0-58110.0-50010-31101-2210-7440000 01.0-65200.0-50010-31101-2210-7440000	.5 .5	40-VI	C	10-11-24	11-15-24	Special Education (Family Care Leave)
Additional Compensation for Working Out of Class								
CASTILLO, Leticia	Human Resources Supervisor	01.0-00000.0-00000-72000-2312-7550000	1.0	B-VII	A	05-13-24	11-30-24	Human Resources
GOULET, Amy	Human Resources Analyst - Classified	01.0-00000.0-00000-72000-2410-7550000	1.0	48-VI	A	09-01-24	11-30-24	Human Resources (end date extended)
Additional Compensation for Longevity								
ANDERSON, Jennifer	Occupational Therapist	01.0-65000.0-57601-31409-2211-7440000		C-VII	A	10-01-24		Special Education 19 years - $399/month
CHORA, Josefina	Food Service Cook	13.0-53100.0-00000-37000-2210-3220000		38-VI	D	11-01-24		Muir Middle School 10 years - $142/month
GIAMPIETRO, Tina	Food Service Operations Technician	13.0-53100.0-00000-37001-2410-7490000		44-VI	C	10-01-24		Food Services Department 15 years - $179/month
HOY, Susan	Facilities Services Assistant	01.0-81500.0-00000-81000-2410-7523000		44-VI	A	10-01-24		Facilities Services 20 years - $234/month
KONOWALOW, Brittany	Student Information Systems Analyst	01.0-00000.0-00000-77000-2410-7420000		59-IV	A	10-01-24		Instructional Services 20 years - $234/month
KUROWSKI, Joshua	Technology Support Specialist II	01.0-00000.0-00000-77000-2410-7732000		60-VI	A	10-01-24		Technology Department 10 years - $142/month
LEDEZMA, Reina	Lead Custodian	01.0-00100.0-00000-82100-2210-3200000		43-VI	A	10-01-24		Luther Burbank Middle 25 years - $280/month

Additional Compensation for Longevity, Continued

MACIAS ROMERO, Oscar Armando	Lead Custodian	01.0-00100.0-00000-82100-2210-2020000		43-VI	A	10-01-24		Edison Elementary 10 years - $142/month
QUITERIO, Cindy	Executive Assistant Public Information Officer	01.0-00000.0-00000-71500-2411-7410000		A-VII	A	10-01-24		Superintendent's Office 30 years - $554/month

Change of Assignment – Classification/Location/FTE

ARPON, Maria Aurea Victoria	Paraeducator – Severely Impaired	01.0-33100.0-57602-11200-2110-2020000	.6875	41-VI	D	11-06-24		Edison Elementary
FREED, Evy	Campus Supervisor – Elementary	01.0-67620.0-11100-10009-2910-2069000 01.0-00000.0-11100-10009-2910-2062000	.52 .48	35-II	D	10-28-24		Jefferson Elementary
HOVSEPYAN, Elma	Behavior Intervention Assistant	01.0-65000.0-57601-11905-2110-7440000	.8125	45-VI	D	08-26-24		Special Education
VELAZQUEZ, Laura	Campus Supervisor – Elementary	01.0-67620.0-11100-10009-2910-2029000 01.0-90201.0-11100-10000-2910-2028700	.95 .05	35-I	D	11-01-24		Edison Elementary

Temporary Change of Assignment

CABRAL, Marisol	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-5300000	.4688	40-II	D	08-13-24	12-13-24	Monterey High School (end date extended)
SWANN, Darlene	Food Service Cook	13.0-53100.0-00000-37000-2210-3210000	.7188	38-IV	D	10-15-24	11-29-24	Huerta Middle School

Election – Monthly

MANSOUR, Ashley	Paraeducator – Special Education	01.0-33100.0-57602-11100-2110-2090000	.75	38-I	D	11-01-24		McKinley Elementary
NGNIE MAFOA, Karen	Payroll Technician	01.0-00000.0-00000-72000-2410-7470000	1.0	47-I	A	10-23-24		Payroll Department
OLEA, Elaine	Paraeducator - Special Education	01.0-33100.0-57602-11100-2110-3210000	.75	38-1	D	11-07-24		Huerta Middle School

Election – Monthly, Continued

TORRES, Wendy	Campus Supervisor	11.0-63910.0-41102-83000-2210-5330000	.4	36-I	E	10-07-24		Burbank Adult School
VELAZQUEZ, Laura	Campus Supervisor – Elementary	01.0-67620.0-11100-10009-2910-2029000	.1875	35-I	D	11-01-24		Edison Elementary

Election – Hourly

ALESI, Adam	Visual and Performing Arts Instructor	01.0-67700.0-11100-10000-2170-4319000		$50.00	F	11-04-24	05-25-25	Burbank High School (Accompanist Instructor)
AVILA, Juan	Wellness and Behavior Specialist	01.0-30100.0-11100-10012-1130-3219000		60-V	D	08-01-24	12-31-24	Huerta Middle School
ARZUMANYAN, Anahit	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000		$25.00	G	10-11-24	05-30-25	Disney Elementary
AZUMANYAN, Anahit	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000		$25.00	G	09-01-24	12-31-24	Muir Middle School
CAFFEY, Julie	Food Service Assistant	13.0-53100.0-00000-37000-2230-2150000		37-I	D	10-22-24	06-10-25	Stevenson Elementary
CONTRERAS, Francisca	Campus Supervisor – Elementary	01.0-00000.0-11100-10009-2930-2131000		35-VI	D	10-01-24	10-31-24	Providencia Elementary
DORONINA, Mariia	Paraeducator-English Language Learner	01.0-00000.0-00000-83000-2230-3211000		37-III	D	09-01-24	09-30-24	Huerta Middle School
GABRIELYAN, Teresa	Campus Supervisor - Elementary	01.0-00000.0-11100-10009-2960-7550000		$18.18	G	10-29-24		Human Resources
GARGINYAN, Mariam	Campus Supervisor – Elementary	01.0-00000.0-11100-10009-2930-2052000		35-I	D	10-01-24	10-31-24	Bret Harte Elementary
GARGINYAN, Mariam	Campus Supervisor – Elementary	01.0-00000.0-11100-10009-2930-2052000		35-I	D	09-01-24	09-30-24	Bret Harte Elementary
GONZALEZ, Hannah	Health Services Assistant	01.0-95640.0-00000-31400-2230-7728000		41-II	C	09-01-24	05-31-25	Health Services
GRAGASIN, Tobe	Visual and Performing Arts Instructor	01.0-67700.0-11100-10000-2170-4319000		$50.00	F	11-04-24	05-25-25	Burbank High School (Visual Caption Head Instructor)

Election – Hourly, Continued

KREISBERG, Robyn	Visual & Performing Arts Instructor – Elementary Music	01.0-67700.0-11100-10000-2170-2029000	$50.00	F	11-18-24	12-20-24	Edison Elementary
LOVE, Artese	Food Service Utility Driver	13.0-53100.0-00000-37000-2230-7490002	42-III	C	10-28-24	06-10-25	Luther Middle School
LOWE, Scot	Locksmith	01.0-81500.0-00000-81100-2240-7523100	53-VI	A	09-07-24		Facilities Services
MARANDO, Shannon	College/Career Center Technician	01.0-00000.0-00000-24200-2240-7421000	41-IV	B	08-12-24	10-31-24	Instructional Services
MARKOSIAN, Alice	Lead Payroll Technician	01.0-00000.0-00000-72000-2440-7471000	51-VI	A	09-24-24	10-31-24	Payroll Department
MARMARIAN, Sergio	Visual and Performing Arts Instructor	01.0-67700.0-11100-10000-2170-4319000	$50.00	F	10-28-24	05-25-25	Burbank High School (Visual Arts)
MARROQUIN, Ralph	Campus Supervisor	01.0-00000.0-11100-10000-2340-3211000	36-III	D	09-01-24	05-31-25	Huerta Middle School
MCCORKLE, Stephanie	Campus Supervisor	01.0-00000.0-00000-83000-2240-3201000	36-VI	D	10-26-24	10-26-24	Luther Middle School
MORANTE, Lashaunda	Food Service Assistant	13.0-53100.0-00000-37000-2230-2130000	37-I	D	10-01-24	06-10-25	Providencia Elementary
OCAMPO, Zachary	Campus Supervisor – Elementary	01.0-00000.0-11100-10009-2930-2052000	35-III	D	09-01-24	09-30-24	Bret Harte Elementary
OCAMPO, Zachary	Campus Supervisor – Elementary	01.0-00000.0-11100-10009-2930-2052000	35-III	D	10-01-24	10-31-24	Bret Harte Elementary
PARKER, Joshua	Campus Supervisor – Elementary	01.0-00000.0-11100-10009-2960-7550000	35-II	D	09-01-24	09-30-24	Miller Elementary
PARKER, Joshua	Campus Supervisor – Elementary	01.0-00000.0-11100-10009-2960-7550000	35-II	D	10-01-24	11-01-24	Miller Elementary
POSTELL, Cristelle	Paraeducator – DHH	01.0-65000.0-57602-11104-2130-7440000	39-V	D	10-03-24	10-03-24	Special Education
RECINOS, Karina	Serving Kitchen Operator	13.0-53100.0-00000-37000-2940-2050000	40-IV	D	10-15-24	05-24-25	Bret Harte Elementary
RIVERA, Audrie	Food Service Assistant	13.0-53100.0-00000-37000-2230-7490000	37-III	D	10-30-24	06-10-25	Food Services

Election – Hourly, Continued

ROCHA, Cecilia	Food Service Assistant	13.0-53100.0-00000-37000-2210-3220000	37-III	D	10-25-24	06-10-25	Muir Middle School
SARGSYAN, Hermine	Campus Supervisor – Elementary	01.0-30100.0-11100-10009-2930-2109000	35-VI	D	08-22-24	08-22-24	Miller Elementary
SARGSYAN, Hermine	Campus Supervisor – Elementary	01.0-30100.0-11100-10009-2940-2109000	35-VI	D	08-22-24	08-22-24	Miller Elementary
SEMERDJIAN, Cynthia	Paraeducator – DHH	01.0-65000.0-57602-11104-2130-7440000	39-III	D	10-03-24	10-03-24	Special Education
TAYLOR, Charlsi	Food Service Operations Technician	13.0-53100.0-00000-37000-2230-7490000	44-I	C	09-23-24	06-10-25	Food Services Department
VELASQUEZ, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2210-3220000	37-VI	D	10-25-24	06-10-25	Muir Middle School
VILLALTA, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2230-3200000	37-VI	D	10-01-24	06-10-25	Luther Middle School
YEE, Teri	User Support Specialist	01.0-00000.0-00000-77000-2440-7732000	54-VI	A	07-01-24	06-30-25	Technology Department

Signature _____

Title: Sarah Rudchenko, Assistant Superintendent, Human Resources Services

Election – Hourly, Continued

ROCHA, Cecilia	Food Service Assistant	13.0-53100.0-00000-37000-2210-3220000	37-III	D	10-25-24	06-10-25	Muir Middle School
SARGSYAN, Hermine	Campus Supervisor – Elementary	01.0-30100.0-11100-10009-2930-2109000	35-VI	D	08-22-24	08-22-24	Miller Elementary
SARGSYAN, Hermine	Campus Supervisor – Elementary	01.0-30100.0-11100-10009-2940-2109000	35-VI	D	08-22-24	08-22-24	Miller Elementary
SEMERDJIAN, Cynthia	Paraeducator – DHH	01.0-65000.0-57602-11104-2130-7440000	39-III	D	10-03-24	10-03-24	Special Education
TAYLOR, Charlsi	Food Service Operations Technician	13.0-53100.0-00000-37000-2230-7490000	44-I	C	09-23-24	06-10-25	Food Services Department
VELASQUEZ, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2210-3220000	37-VI	D	10-25-24	06-10-25	Muir Middle School
VILLALTA, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2230-3200000	37-VI	D	10-01-24	06-10-25	Luther Middle School
YEE, Teri	User Support Specialist	01.0-00000.0-00000-77000-2440-7732000	54-VI	A	07-01-24	06-30-25	Technology Department

Signature _____

Title: Sarah Rudchenko, Assistant Superintendent, Human Resources Services

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Andrew Cantwell, Assistant Superintendent, Administrative Services
PREPARED BY:	David Gerharter, Director of Purchasing, Warehouse and Reprographics
SUBMITTED BY:	Terri Ramirez-Adams, Senior Administrative Assistant
DATE:	November 21, 2024
SUBJECT:	PlanetBids Software Agreement

Background:
The Purchasing Department is currently manually managing all aspects of construction and field contracting, including bid advertising, submissions and awards, verifying licensure status and compliance with insurance requirements. This results in significant duplication of effort, extended lead times in issuing contract paperwork, and incomplete and cumbersome records management. Sourcing is done primarily by individual sites and departments not able to effectively identify alternative vendors, request quotes or bids, or evaluate current vendor pricing.

Discussion/Issues:
PlanetBids is a widely used and popular online bidding, contract management, contractor prequalification, and insurance compliance platform that automates most of these tasks and provides automatic notifications of bid submissions, licensure and insurance lapses, as well as access to over 1 million registered contractors and vendors of all types. Utilizing this system will allow for a greater number of informal requests for price quotations from a wider variety of vendors, which will result in better pricing on all types of products and services.

In addition, this will improve the efficiency of all aspects of contract management. It will allow us to maintain an easily searchable database of all requests for quotations, bids and contracts moving forward. It will automatically notify us of contract expirations in advance and provide a better, more streamlined bid experience for prospective contractors, increasing participation.

Financial Impact:
The initial cost of this subscription for the first one (1) year period will be $40,050.00 and includes access for 7 users (including a setup, training and implementation fee of $10,000.00). Cost for future years will be dependent upon the number of users registered and is estimated at $31,000.00 per year for the first 3 years, and a 3% cap on renewal increase for years 4 and 5. The total for the 5-year contract is $162,981.55.

The contract may be limited to a single-year renewable contract, but as such may be subject to a 5% yearly increase. Signing a 5-year contract provides savings of more than $13,000 over the life of the contract as illustrated below:

With 1-year agreement

Item / Year	Year 1	Year 2	Year 3	Year 4	Year 5
Full User License	$ 3,975.00	$ 4,173.75	$ 4,382.44	$ 4,601.56	$ 4,831.64
Additional Full User (1)	$ 2,100.00	$ 2,205.00	$ 2,315.25	$ 2,431.01	$ 2,552.56
Quick Quote License (5)	$ 3,875.00	$ 4,068.75	$ 4,272.19	$ 4,485.80	$ 4,710.09
Contract Management Module	$ 5,500.00	$ 5,775.00	$ 6,063.75	$ 6,366.94	$ 6,685.28
Insurance Compliance Module	$ 5,625.00	$ 5,906.25	$ 6,201.56	$ 6,511.64	$ 6,837.22
Bid Prequalification Module	$ 5,000.00	$ 5,250.00	$ 5,512.50	$ 5,788.13	$ 6,077.53
CUPCCAA Prequalification Module	$ 3,975.00	$ 4,173.75	$ 4,382.44	$ 4,601.56	$ 4,831.64
Setup, Implementation & Training	$ 10,000.00	$ -	$ -	$ -	$ -
Total per year	**$ 40,050.00**	**$ 31,552.50**	**$ 33,130.13**	**$ 34,786.63**	**$ 36,525.96**
			Contract Total		***$ 176,045.22***

With 5-year agreement:

Item / Year	Year 1	Year 2	Year 3	Year 4	Year 5
Full User License	$ 3,975.00	$ 3,975.00	$ 3,975.00	$ 4,094.25	$ 4,217.08
Additional Full User (1)	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,163.00	$ 2,227.89
Quick Quote License (5)	$ 3,875.00	$ 3,875.00	$ 3,875.00	$ 3,991.25	$ 4,110.99
Contract Management Module	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 5,665.00	$ 5,834.95
Insurance Compliance Module	$ 5,625.00	$ 5,625.00	$ 5,625.00	$ 5,793.75	$ 5,967.56
Bid Prequalification Module	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,150.00	$ 5,304.50
CUPCCAA Prequalification Module	$ 3,975.00	$ 3,975.00	$ 3,975.00	$ 4,094.25	$ 4,217.08
Setup, Implementation & Training	$ 10,000.00	$ -	$ -	$ -	$ -
Total per year	**$ 40,050.00**	**$ 30,050.00**	**$ 30,050.00**	**$ 30,951.50**	**$ 31,880.05**
			Contract Total		***$ 162,981.55***
Cost difference					**$ 13,063.67**

Recommendations:

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and PlanetBids to subscribe to this software service, together with setup, implementation and training on a five-year term, effective December 1, 2024 through November 30, 2029, not to exceed $162,981.55, (21.3-00000.0-92000-85000-5890-7400021) and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Burbank Unified School District

Burbank Unified School District
902 North 3rd Street
Burbank, CA 91502
United States

David Gerharter
davidgerharter@burbankusd.org
+18187294533

Reference: 20241008-113952687
Quote created: October 8, 2024
Quote created by: Tim Goodwin
Sr. Sales Executive
timg@planetbids.com
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Comments from Tim

"This information is Proprietary, Confidential and for Government Review Only. Exempt from Release Under the Freedom of Information ACT ("FOIA") Pursuant to 5 USC 552 (b) (4)"

PB Systems Products & Services

Systems, Licenses & Setup	Total
Bid Management, Vendor Management, Project Evaluation & Bid Spec Library Includes 1 Full User License	$3,975.00 / year
License - Additional Full User 1 additional full user license. Ability for user to interact with the full system. Access different permission levels from draft only to approver to admin and Super User	$2,100.00 / year
License - Quick Quote 5 Quick Quote Licenses. Access to Vendor Management Module and the Quick Quote template in Bid Management Module	$3,875.00 / year

Systems, Licenses & Setup	Total
Contract Management	$5,500.00 / year
Insurance with My Insurance	$5,625.00 / year
USD - Prequalification Management (Standard)	$5,000.00 / year
Prequalification Management (CUPCCAA)	$3,975.00 / year
Setup, implementation and training - Bid Management, Vendor Management, Bid Spec Library, Contract Management, Insurance Certificate Management and Prequalification modules Includes implementation and standard training	$10,000.00 after $2,000.00 discount

Year 1 Total	**$40,050.00**
Year 1 Total Cost	**$40,050.00**

Purchase terms

**** The discounted prices in this quote are only valid if there are no required changes to the standard PlanetBids Support Services Agreement.** Agreement modifications or use of customer forms necessitates additional legal and administrative costs and tracking requirements, so such agreements are not eligible for discounts. An amended quotation will be provided upon receipt of any requested changes.

***As an additional incentive, we are pleased to offer a reduced setup and training fee for Vendor Management and Bid Management.

**** Commitment requires signing of the Support Services. For a commitment to a five-year contract paid annually, PlanetBids will waive the first three years annual renewal increase of 3%. For years 4 & 5 there will be an annual increase of 3%.

Setup and Training

- Agency Portal
- Preliminary setup for user access, management, and functional access
- Online training, up to 3-hours for PB System™ - Vendor Management and Bid Management modules
- Online training, up to 1-hour for PB System™ - Project Evaluation Management module
- Online training, up to 1-hour for PB System™ - Contract Management module
- Online training, up to 1-hour for PB System™ - Insurance Certificate Management module w/ My Insurance
- Online training, up to 1-hour for PB System™ - Business Certification / Prequalification Management module

Value-Added Benefits**

- Unlimited number of solicitations/bids
- PB System™ agency users and vendor support for the duration of the contract
- Immediate and free access to all vendors/contractors
- Software updates and enhancements

Optional

- “Read Only” user license: $500/Year/User (Provides access to; view vendor information/data, bid activities and reporting features)
- Additional Online User Training: $975, up to 2-hours session
- Quick Quote user license: $775/Year1User
- Full access user license as needed

(Pricing subject to change each year)

Third Party Commodity Codes

If the agency chooses to utilize the NIGP Codes, it is responsible to purchase a license for the NIGP Codes directly from NIGP, unless a license has already been purchased. Not applicable for free codes such as NAICS, SIC or homegrown.

Next Step

Upon approval, PlanetBids will forward a Support Services Agreement (SSA) for review and signing by the customer, followed thereafter by the implementation, training and full onboarding schedule.

Questions? Contact me



Tim Goodwin
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United States