

MEETING OF THE BOARD OF EDUCATION WEDNESDAY, APRIL 14, 2021

Browning High School Community Room 2180 Obispo Ave., Long Beach, CA 90804

AGENDA

<u>OPEN SESSION</u> – 2:30 p.m. <u>ORDER OF BUSINESS</u>

1. Call to Order

Announcements
 In accordance with California Government Code Section 54950 and following, the various matters
 to be considered in Closed Session today will be announced.

3. Public comments on items listed on the Closed Session agenda.

CLOSED SESSION

- 4. Student Discipline Matters Pursuant to CA Education Code Section 48900 and following
- 5. Confidential Student Matters Pursuant to CA Education Code Section 35146
- 6. Public Employee Discipline/Dismissal/Release
- 7. Public Employee Performance Evaluation: Superintendent of Schools
- 8. Public Employee Appointment: Elementary School Principal, Elementary School Assistant Principal, Middle/K-8 School Principal, Middle/K-8 School Assistant Principal, High School Principal, High School Assistant Principal, High School Vice Principal, Head Counselor, Director, Assistant Director, Program Specialist, Program Administrator, Administrative Assistant
- Conference with Legal Counsel--Anticipated Litigation Initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Government Code Section 54956.9 (Number of cases: 1) Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9 (Number of cases: 3)
- Conference with Legal Counsel--Existing Litigation Pursuant to paragraph (1) of subdivision (d) of CA Government Code Section 54956.9, Case Nos. 12463886, 10282610, 010681, 020315, 030610, 05A04000168, 06A04000375, 11326630, 15590542 and 15590998
- Conference with Labor Negotiators pursuant to Government Code sections 3549.1 and 54957.6(a) Agency designated representative: Steve Rockenbach Employee Organization(s): CSEA and TALB
- 12. Hearing of Complaints or Charges Brought Against an Employee by Another Person or Employee Pursuant to Government Code Section 54957 for the following positions: Classroom Teachers, School Site Administrators, School Site Classified Employees. (Subject to 24 Hour Prior Notice to the Employee. This item may be heard in open session during this time period should the employee so choose pursuant to Section 54957.)

OPEN SESSION – 5:00 p.m.

ORDER OF BUSINESS

<u>SUBJECT</u>

DISPOSITION

13. Pledge of Allegiance and Call to Order

14. In accordance with California Government Code Section 54957.7, the reports required of 54957.1 regarding actions taken in Closed Session will be made in writing at this time. The written report forms will continue to be made available upon request to the Assistant Secretary of the Board of Education.

15.	Public Hearing	None	Information
16.	Call for Agenda Items for Se Adoption of the Agenda as	Action	
17.	Approval of Minutes	March 17, 2021	Action
18.	Introduction of Student Board Member	Wilson High School	Information
19.	Communications	Students, Staff and School Celebrations	Information
20.	Public Testimony on Items Listed on Agenda	(3 mins./Person, limit of 30 minutes – if translation is needed, time is doubled)	
21.	Public Testimony on Items Not Listed on Agenda	(3 mins./Person, limit of 30 minutes – if translation is needed, time is doubled)	
22.	Staff Report	School Reopening Update	Information
23.	Business Items	Action Items Personnel Instruction Report Finance Report A Finance Report B Business Department Report Purchasing & Contracts Report	Action Action Action Action Action Action
24.	Other Items	Superintendent Items Administrative Assignments	Action
25.	Unfinished Business	None	Information/Action
26.	New Business	Teachers Association of Long Beach (TALB) Addendum to Memorandum of Understanding School Opening Related to COVID-19, K-12	Action
		Temporary Addendum to Athletic Competition, Extracurricular and Co-Curricular Activities Eligibility Requirement	Information/Action
		Land Use Covenant and Agreement By and Between District and the Department of Toxic Substances Control for the Avalon K-12 School Property	Action
		Equity Policy Development Update	Information

- 27. **Report of Board Members**
- 28. Superintendent's Report
- 29. Announcements
- 30. Adjournment & Setting of The next regular business meeting will be held Next Meeting

on WEDNESDAY, APRIL 28, 2021.

TELECONFERENCE NOTICE

In accordance with Governor Newsom's Executive Order N-25-20(11) Board Members may participate in person or may participate and vote remotely by telephone or teleconference. Members of the public may observe board meetings in real time simulcast by selecting the Video & Multimedia icon at www.lbschools.net. Members of the public may make comments in the meeting by following the instructions listed in the Board of Education Teleconference Notice found via the homepage at www.lbschools.net.

ACCESS TO PUBLIC DOCUMENTS

Public records related to the open session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the Board of Education Office at 1515 Hughes Way, Long Beach, CA 90810, during regular business hours (8:00 a.m. to 4:30 p.m.).

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY Any individual with a disability who requires reasonable accommodation to participate in a Board meeting may request assistance by contacting the Board of Education Office, 1515 Hughes Way, Long Beach, CA 90810; telephone: (562) 997-8240.

Information

Information

Information

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:	Personnel Transactions	Enclosures
CATEGORY:	Business Items	Reason for Board Consideration: <u>Action</u>
Human Resou	urce Services	Date: <u>April 14, 2021</u>

The following employees are retiring after many years of loyal service to the district. The Superintendent recommends that letters of appreciation be written to them in recognition of their service.

1. Certificated Personnel

It is recommended that the certificated personnel transactions indicated on the personnel report be approved as listed.

Name	Position	Location	Years of <u>Service</u>
Bunting, Kristen	Teacher	Lafayette	29
Cocchi, Sandra	Teacher	Burcham	37
Czerny, Dorothy	Teacher	Tucker	6
Dawson, Terry	Teacher	Burcham	36
Demps, Patricia	Teacher	Birney	30
Frushour, Jay	Teacher	Hoover	28
Garcia, Lupe	Teacher	McBride	20
Jackson, Brenda	Teacher	Grant	24
Justus, Robyn	Teacher Librarian	Rogers/Bancroft	32
Khuon, Outey	Teacher	Whittier	37
Lucchese, Dawn	TOSA	McBride	17
Martin, Kimberly	Teacher	Cleveland	23
McKenzie, Marja	Teacher	Rogers	31
Mendez, Melinda	Teacher	Burcham	37
Miller, Kathryn	Teacher	Burcham	27
Petri, James	TOSA	OCIPD/Longfellow	32
Rea, Robert	Teacher	Lakewood	27
Seligo-Boehle, Delia	Teacher	Alvarado	17
Sowinski, Wendy	Principal	Franklin	34
Sreng, Leakhena	Teacher	Whittier	28
Syfert, Karen	Teacher	Cleveland	29
Todd, Shirley	Nurse	Hoover/Madison	32
Walker, Liana	Teacher	Washington	28

2. Classified Personnel

It is recommended that the classified personnel transactions indicated on the personnel report be approved as listed.

<u>Name</u>	Position	Location	Years of <u>Service</u>
Augustine, Petra	Nutr Svcs Wkr	Newcomb	13
Gonzalez, Rosa	Int Nutr Svc Wkr	Nutr Svcs	29
Hoppe, Ronald	Purch & Contr Director	Purchasing	35
McGee, Dennis	Warehouse Mat Proc	Nutr Svcs	26
Smith, Bryan	Heavy Truck Driver	Transportation	30
Torrecampo, Elizabeth	Braille Transcriber	Herrera	18



OFFICE OF THE ASSISTANT SUPERINTENDENT HUMAN RESOURCE SERVICES

Erik Miller Human Resource Services Long Beach Unified School District

<u>TO</u>

CERTIFICATED

April 14, 2021

The Assistant Superintendent of Human Resource Services recommends the following proposed actions for Board approval subject to requirements of California law:

<u>APPOINTMENTS</u>

Luna, Jacqueline	Special Contract to Regular Contrac Conversion Teacher	ct	R- Chavez
Pulido, Cynthia	"	"	R-Lafayette
Rafael, Esperanza	"	"	R- Lafayette
Castellanos, Luisana	Special Contract Teacher		N-Henry
Pearson, Cristal	""""		N-Henry
Winters, Taylor	"		N-Dooley
Ascencio, Karen	Special Contract Head Start Educat	tion Manage	
Blakeney, Lena	"	"	R-Head Start
Feist, Astrid	"	"	R-Head Start
Huston, Shannon	"	"	R-Head Start
Lagarde, Keokuk	"	"	R-Head Start
Le Blanc, Patsy	"	"	R-Head Start
Litzinger, Blanca	"	"	R-Head Start
Long, Judith	"	"	R-Head Start
Robinson-Horn,	"	"	R-Head Start
Shameka			
Vaughn-Jackson,	"	"	R-Head Start
Natasha			
Gonazalez, Rosalba	Special Contract Head Start Progra	m Specialist	R-Head Start
Sevilla, Diana	"	"	R-Head Start
Aguilar, Santiago	Special Contract Head Start Teache	ər	R-Head Start
Alfaro, Marisol	"	"	R-Head Start
Allen, Melissa A.	"	"	R-Head Start
Alvarez, Vicente	"	"	R-Head Start
Avendano, Rosa	"	"	R-Head Start
Ayala, Laura	"	"	R-Head Start
Barajas, Fatima	"	"	R-Head Start
Bell, Tameka	"	"	R-Head Start
Benavides, Alicia	"	"	R-Head Start
Blue, Tracey	"	"	R-Head Start
Bour, Kim	"	"	R-Head Start
Brumfield, Keshawn	"	"	R-Head Start
Bullock, Marsha	"	"	R-Head Start
Burkett, Carmen	"	"	R-Head Start
Cabral, Ruth	"	"	R-Head Start
Cadena, Linda	"	"	R-Head Start

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APPOINTMENTS

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Calleros, Maria	Special Contract Head Start Teach	or	R-Head Start
Cano, Maria	"	"	R-Head Start
Carranza, Fabiola	"	"	R-Head Start
Carrola, Araceli	"	"	R-Head Start
,	"	"	R-Head Start
Cavett, Shelley	"	"	
Chann-Dizon, Dalin	"	"	R-Head Start
Cole-Jackson, Ilyasah		"	R-Head Start
Cole-Stallworth, Monique	e	"	R-Head Start
Colorado, Rosa			R-Head Start
Conrad, Sandra	"	"	R-Head Start
Contreras Guzman,		"	R-Head Start
Vanessa	"	"	
Crandall, Katrina	"	"	R-Head Start
Dacosta, Sasha			R-Head Start
Day, Irene	"	"	R-Head Start
Delgado, Queena	"	33	R-Head Start
Diamond, Camiesha	"	"	R-Head Start
Dorsey, Petrina	"	"	R-Head Start
Duarte, Crystal	"	"	R-Head Start
Easter, Tina	"	"	R-Head Start
Fielding, Lisa	"	"	R-Head Start
Figueroa, Marisela	"	"	R-Head Start
Figueroa-Abboud,	"	"	R-Head Start
Annabelle			
Fisher, Latunya	"	"	R-Head Start
Foreman, Winifred	"	"	R-Head Start
Freeman, Saleemah	"	"	R-Head Start
Frere, Stephanie	"	"	R-Head Start
Garcia, Maria G.	"	"	R-Head Start
Gatson, Moriah	"	"	R-Head Start
Gomez, Imelda	"	"	R-Head Start
Gomez Bustos, Norma	"	"	R-Head Start
Gonzalez, Yesenia	"	"	R-Head Start
Greenfield, Angela	u	"	R-Head Start
Guido, Maricela	"	"	R-Head Start
Hagans, Rosa	"	"	R-Head Start
Hale, Quentella	"	"	R-Head Start
Henry, Melody	"	"	R-Head Start
Hernandez, Jessica	"	"	R-Head Start
Hernandez, Rosa	"	"	R-Head Start
Hilario, Sheila	"	"	R-Head Start
Holguin, Deborah	"	"	R-Head Start
0	"	"	
Houston-West, Connie	"	"	R-Head Start
Hullett, Angela		"	R-Head Start
Jackson, Marshae	"	"	R-Head Start
Johnson, Sophia		"	R-Head Start
Johnson-Pajaud, Pamel	a	"	R-Head Start
Jones-Brown, Carrie			R-Head Start

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<u>APPOINTMENTS</u>

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Kanbar, Amanda	Special Contract Head Start Teach	er	R-Head Start
Keroles, Foula	"	"	R-Head Start
Lara, Yobana	"	"	R-Head Start
Ledesma, Lizeth	"	"	R-Head Start
Lim, Chanthy	"	"	R-Head Start
Lopez, Anabel	"	"	R-Head Start
Lopez, Marisa	"	"	R-Head Start
Lopez Castro, Patricia	"	"	R-Head Start
Lozoya, Blanca	"	"	R-Head Start
Mancia, Juana	"	"	R-Head Start
Martinez, Gloria	"	"	R-Head Start
Martinez, Karla	"	"	R-Head Start
Martinez, Lidia	"	"	R-Head Start
Martinez, Rosita	"	"	R-Head Start
Meza, Veronica	"	"	R-Head Start
Montes De Oca, Sergio	"	"	R-Head Start
Morales, Maria	"	"	R-Head Start
Morgan, Katheryn	"	"	R-Head Start
Mozo, Mireya	"	"	R-Head Start
Muratalla, Maricela	"	"	R-Head Start
Navarro Munoz,	"	"	R-Head Start
Josephine			IN-I leau Start
Noel, Melissa	"	"	R-Head Start
Ocampo, Rachel	"	"	R-Head Start
•	"	"	R-Head Start
Ocegueda, Jacklynn	"	"	
Oliva, Elva	- "	"	R-Head Start
Ortiz Santa Cruz, Jessic	a	"	R-Head Start
Peraza, Odessa		"	R-Head Start
Perez, Brenda	"	"	R-Head Start
Perez, Consuelo		"	R-Head Start
Perez, Sahara			R-Head Start
Pillado, Flor	"	"	R-Head Start
Pinetta, Lucila	"	"	R-Head Start
Prom-Chea, Kanika	"	"	R-Head Start
Rajendran, Padma	"	"	R-Head Start
Ramanathan, Manjula	"	"	R-Head Start
Rhymer, Kirsten	"	"	R-Head Start
Rivera, Dolores	"	"	R-Head Start
Ruvalcaba, Maria I.	"	"	R-Head Start
Salazar, Julie	"	"	R-Head Start
Salazar, Sandy	"	"	R-Head Start
Santos, Shelli	"	"	R-Head Start
Saucedo, Sandra	"	"	R-Head Start
Sok, Sophea	"	"	R-Head Start
Sor, Chan Threa	"	"	R-Head Start
Stanslow, Maria	"	"	R-Head Start
Stewart-Gomez, Sharon	"	"	R-Head Start
Stretz, Christina	"	"	R-Head Start
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<u>APPOINTMENTS</u>

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There a Carrie	Creatial Contract Lload Ctart Taashar	
Thomas, Carrie	Special Contract Head Start Teacher	R-Head Start
Thome, Melissa	·· · · · · · · · · · · · · · · · · · ·	R-Head Start
Toch, Sophia Lak		R-Head Start
Tran, Hong	""	R-Head Start
Trevino, Dolores	"	R-Head Start
Ugarte, Olivia	"	R-Head Start
Ureta, Blanca	"	R-Head Start
Valencia, Patricia	"	R-Head Start
Van, Saron	"	R-Head Start
Van Tran, Kathleen	"	R-Head Start
Vargas, Horalia	"	R-Head Start
Velasquez, Stacy	££ 33	R-Head Start
Venegas, Maria	44 33	R-Head Start
Villafana, Marta	"	R-Head Start
Villalta Vicente, Linora	" "	R-Head Start
Villanueva, Marlene	""""""""	R-Head Start
Wadood, Áyesha	"""""""	R-Head Start
Watson-Hardin,	"	R-Head Start
Chavonne		
Williams-Ventura,	""	R-Head Start
Rhoshanda		
Wyatt-Gibson, Eulinda	" "	R-Head Start
Young, Kimberly	"	R-Head Start
Zarate, Flora	££ 33	R-Head Start
Zelaya, Maria	44 33	R-Head Start
Zepeda, Claudia	44 33	R-Head Start
Zepeda, Guadalupe	" "	R-Head Start
Dela Cruz, Paradise	Special Contract Early Head Start Teach	
Lee, Desiree	Special Contract Educare Mentoring Sup	
Rogers, Pamela J.	"	R-Educare
Sowle, Kelly	"	R-Educare
	Special Contract Educare Program Speci	
Gutierrez, Sonia		R-Educare
Alvarado, Monica	Special Contract Educare Teacher	
Barraza, Catalina	<u> </u>	R-Educare
Bunting, Namtasha		R-Educare
Escobedo-Madrid, Maria	······································	R-Educare
Frazier, Ebonii	······································	R-Educare
Garcia, Carolina		R-Educare
Hobobo, Gesere		R-Educare
Khit, Mom	""	R-Educare
King, Ayanna	"	R-Educare
Maring, Ellen	"""""	R-Educare
Martinez, Connie	"""""	R-Educare
Martinez, Leslie	"""""	R-Educare
Mendez, Erin	""""	R-Educare
Perry, Katrina	"' "	R-Educare
Quihuiz, Lisa	"	R-Educare
Ramos-Pinedo, Miriam	"	R-Educare

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APPOINTMENTS

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Rodriguez, Veronica	Special Contract Educare Teacher		R-Educare
Aguilera, Marie	Special Contract Educare Associate Teache	er	R-Educare
Bleidistel, Leah	u	"	R-Educare
Camberos Velez, Ruth	"	"	R-Educare
Fredell, David	"	"	R-Educare
Fregozo, Wendy	"	"	R-Educare
Leon, Nereyda	"	"	R-Educare
Lomeli, Maribel	"	"	R-Educare
Mancha, Alicia	"	"	R-Educare
Martinez, Araceli	"	"	R-Educare
Martinez, Brenda	"	"	R-Educare
Martinez, Rosamaria	"	"	R-Educare
Moots, Beatriz	"	"	R-Educare
Morales, Maria P	"	"	R-Educare
Murguia, Susana	"	"	R-Educare
Palmer, Adriana	"	"	R-Educare
Ramos, Martha	ű	"	R-Educare

Subject to separation if no substitute service for the school year:

Andry, Joshua B	Day to Day Substitute Teacher	
Cazarez, Cristal M	"	"
Colocho, Christopher E	"	"
Cooper, Sophia I	"	"
Cornwell, Richard	"	"
Ehmann, Jessica L	"	"
Garcia Felix, Cecilia	"	"
Gustafson, Ryan L	"	"
Howard, Lilcalynette C	"	"
Howard, Mackenzie J	"	"
Irish, Jaimie M	"	"
Pawlowski, Keila J	"	"
Ryan, Anne T	"	"
Tillison, Michael A	"	"
Tyhurst, Jill E	"	"
Vu, Joan V	"	"
Wallace, Robert	"	"
Wells, Daphne L	"	"
Wells, Lindsay A	"	"
Zehr, Jon R	"	"

INSERVICE CHANGES

Abdelhadi, Cheryl	Job Share
Villegas, Erin	" 33
Branch, Michelle E	Special Contract Teacher
McDonald, William	"

Waiver Waiver

INSERVICE CHANGES

Pasinos, Earl	Regular Contract Probationary Teacher	Waiver

LEAVES OF ABSENCE

NAME	<u>ASSIGNMENT</u>	DATES OF LEAVE
Bacchus Jr., Trevor	Teacher On Leave of Absence	08/30/21 to 01/28/22 Teach in a Foreign Country
Balmeo, AnnMarie	Counselor Henry	08/16/21 to 06/23/22 Other
E 0022613 5	Teacher Herrera	04/14/21 to 05/21/21 Family Medical Leave
E 0057797 6	Teacher Cabrillo	03/04/21 to 04/30/21 Family Medical Leave
Chulo, Lisa	Teacher Wilson	04/12/21 to 06/17/21 Teach/Work in Another District
Chulo, Lisa	Teacher Wilson	08/30/21 to 06/16/22 Teach/Work in Another District
De La Rosa, Juana	Teacher Edison	08/30/21 to 06/16/22 Other
E 0044114 7	Teacher CDC	03/01/21 to 04/01/21 Family Medical Leave
Heng, Thourn	Teacher Wilson	04/19/21 to 06/17/21 Other
Hernandez Scipio, Gloria	Teacher Poly	08/30/21 to 06/16/22 Teach/Work in Another District
Jorling, Nina	Teacher King	04/02/21 to 06/17/21 Other
Kelly, Christine	TOSA On Leave of Absence	08/30/21 to 06/16/22 Other
King, Amy	Teacher Fremont	03/22/21 to 06/17/21 Other
Kovach, Sarah	Teacher Renaissance	04/12/21 to 06/17/21 Other

LEAVES OF ABSENCE

NAME	ASSIGNMENT	DATES OF LEAVE
E 0066256 1	Mentor Supervisor Educare	03/25/21 to 06/30/21 Intermittent Family Medical Leave
Madison, April	Teacher Lindbergh	04/12/21 to 06/17/21 Other
E 0030040 0	Teacher Jefferson	04/12/21 to 6/11/21 Family Medical Leave
Morton, Ashley	Teacher Bixby	08/30/21 to 06/16/22 Child Care
Olague, Brenda	Teacher Keller	04/12/21 to 06/17/21 Other
E 0030275 3	Teacher Nelson	04/13/21 to 06/17/21 Family Medical Leave
Scipio, Ronald	Teacher Poly	08/30/21 to 06/16/22 Teach/Work in Another District
Snipes, William	SLP Roosevelt	03/08/21 to 06/17/21 Other
Sullivan, Charleen	Teacher Emerson	03/10/21 to 03/21/21 Rest and Recreation
Thome, Melissa	Teacher Head Start Whittier	03/29/21 to 04/01/21 Other
E 0014175 5	Teacher Lakewood	03/11/21 to 06/11/21 Family Medical Leave
E 0016118 3	Teacher Tucker/ACT	04/02/21 to 06/17/21 Family Medical Leave
Watson-Hardin, Chavonne	Teacher Head Start Elm	04/01/21 to 04/30/21 Other
E 0039233 2	Teacher Millikan	04/01/21 to 06/17/21 Family Medical Leave
Will, Shannon	Teacher Librarian Hudson/Robinson	08/30/21 to 06/16/22 Teach/Work in Another District

RELEASE OF TEMPORARY CONTRACT EMPLOYEE [EDUCATION CODE 44954]

Close of work on date indicated.

NAME	ASSIGNMENT	<u>EFFECTIVE</u>
Castellanos, Luisana	Teacher Henry	06/17/21
Pearson, Cristal	Teacher Henry	06/17/21
Winters, Taylor	Teacher Dooley	06/17/21

RESIGNATIONS (BOARD POLICY 4117.2)

NAME	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> RESIGNATION
Evans, Paula	Nurse Millikan	01/10/07	03/01/21
Field, Terri	SLP Edison/Tincher	08/29/17	06/17/21
Garcia, Tricia	SLP Gompers	08/28/18	06/17/21
Gaspar, Christopher	Counselor Emerson	08/18/14	06/24/21
Grimm, Susan	Teacher Wilson	10/15/13	06/17/21
Llopis, Emmanuel	Teacher On Leave of Absence	09/01/99	06/17/21
Wilson, William	Teacher Jordan	09/04/20	06/17/21

RETIREMENTS

<u>NAME</u>	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> <u>RETIREMENT</u>
Bunting, Kristen	Teacher Lafayette	03/09/92	06/17/21
Cocchi, Sandra	Teacher Burcham	09/10/84	07/02/21

RETIREMENTS

NAME_	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> <u>RETIREMENT</u>
Czerny, Dorothy	Teacher Tucker	01/27/00	06/17/21
Dawson, Terry	Teacher Burcham	09/09/85	06/17/21
Demps, Patricia	Teacher Birney	09/10/91	06/17/21
Frushour, Jay	Teacher Hoover	09/13/93	06/17/21
Garcia, Lupe	Teacher McBride	09/07/99	06/17/21
Jackson, Brenda	Teacher Grant	08/26/97	06/17/21
Justus, Robyn	Teacher Librarian Bancroft/Rogers	09/12/89	06/17/21
Khuon, Outey	Teacher Whittier	01/18/84	06/17/21
Lucchese, Dawn	TOSA McBride	02/19/04	06/17/21
Martin, Kimberly	Teacher Cleveland	07/01/98	06/17/21
McKenzie, Marja	Teacher Rogers	09/05/90	06/17/21
Mendez, Melinda	Teacher Burcham	09/13/82	06/17/21
Miller, Kathryn	Teacher Burcham	09/14/92	06/17/21
Petri, James	TOSA OCIPD/Longfellow	09/12/89	06/25/21
Rea, Robert	Teacher Lakewood	08/22/94	06/17/21
Seligo-Boehle, Delia	Teacher Alvarado	02/19/04	09/04/21

RETIREMENTS

NAME	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> RETIREMENT
Sowinski, Wendy	Principal Franklin	04/21/87	06/24/21
Sreng, Leakhena	Teacher Whittier	09/10/85	06/17/21
Syfert, Karen	Teacher Cleveland	09/14/92	06/17/21
Todd, Shirley	Nurse Hoover/Madison	09/12/89	06/17/21
Walker, Liana	Teacher Washington	06/23/98	06/17/21

AMENDMENTS

03/17/21 BA Amend Leave of Absence End Date from <u>03/31/2021</u> to <u>04/01/2021</u> for E00351643.

03/17/21 BA Amend Retirement Date from <u>06/17/2021</u> to <u>05/11/2021</u> for DeMoss, Mary.

03/17/21 BA Amend Leave of Absence End Date from $\underline{03/21/2021}$ to $\underline{03/24/2021}$ for E00662454

03/17/21 BA Amend Appointment Regular Contract to Special Contract for Riggio, Greg.

03/17/21 BA Amend Separations - Deceased Date from 01/27/21 to 01/26/21 for Yugar, Jeanne.



OFFICE OF THE ASSISTANT SUPERINTENDENT

CLASSIFIED AND EXEMPT

Erik Miller Human Resource Services Committee Long Beach Unified School District

April 14, 2021

The Assistant Superintendent, of Human Resource Services, recommends the following proposed actions for Board approval subject to requirements of California law:

APPOINTMENTS

<u>T0</u>

Classified - Probationary

Hernandez, Jenny Witt, Michael Galaviz, Abigail Ortiz Martinez, Kevin Turner, Joshua D Hester, Ohmesha Perryman-Watson, Derek Phillips, Destiny Rotan, Lamar Frost, Jennifer Torres, Terese Limon, Gerardo Aguirre, Elizabeth McGuire, Jenna	Child Care Wkr College and Career Specialist Custodian """" Custodial Crew Spv """"" """" "Int Office Asst Physician Services Tech (C) Plant Spv II Rec Aide Kids' Club """	N-Barton CDC N-Cabrillo N-Rogers N-Franklin N-Franklin P-Poly P-Cabrillo P-Lakewood P-Wilson N-Head Start P-Human Resources P-Roosevelt N-Kids' Club Prisk N-Kids' Club Lowell
Classified - Permanent		

Jones Jr., Michael

Instructional Asst Male Academy

Jordan

Subject to separation if no substitute service for the school year

Anderson, Eric B Arellano, Omar	Day to Day S	ub Custodian "
Conner, Jay-Lynn A	"	"
Hill-Odwyer, Maria	"	22
Lee, Brandon M	"	33
O'Dwyer, Sean B	"	33
Rios, Andres	"	33
Rogers, Takari A	"	23
Keller, Laurel A	Day to Day S	ub Ele Sch Off Sup (Retiree)
Miller, Linda M	Day to Day Sub IA Spec	
Lombard, Paula T	Day to Day S	ub Nutr Svcs Wkr

Subject to separation if no substitute service for the school year

Marquez, Sarah A	Day to Day Sub Nutr Svcs Wkr
Petty, Chycon L	"
Turner, Maurice D	Day to Day Sub Plant Supv – HS (Retiree)
Alvarez, Veronica	Day to Day Sub Rec Aide
Cobos, Beatriz A	"

Provisional

Sandoval Perez, Maria G	Mail Delivery Driver
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APPOINTMENTS

TO

Exempt

Caratachea, Juan	DOR-TPP S	tudent
Huerta-Chavez, Jose	"	"
Hull, Katerine	-	"
Jones-Vickers, Antonio	"	"
Lind, Nathan	"	"
Quinn, Aidan	"	"
Tauanuu, Jacob	"	"
Tautai, Peako	"	"
Angulo, Giselle	Student Tuto	
Bryson, Maya	"	"
Carbonara, Ava	"	"
Chhim, Ryan	"	"
Davis, Nicole	"	"
DeGuzman, Angela	"	"
DeGuzman, Aubrey	"	"
Duran, Alejandro	"	"
Howard Jr, Terry	"	"
Jones, Calyce	"	"
Lopez-Miramontes, Leslie	"	"
Lucky, Talia	66	"
Olvera Monroy, Katherine	66	"
Parks, Anara	66	"
Ramos, Michael	66	"
Rose, Kiera	"	"
Ross, Alivia	"	"
Russell, Natalee	"	"
Sarceno, Kelly	"	"
Sotelo, Andrea	"	"
Villanueva, Rency	"	"
Wallace, Joy	"	"
Rizo, Yareisa	Workability S	Student

Exempt

In Accordance with California Code of Regulations, Title 5, Section 5593:

Berneking, Brian	Instructor Ath	letics (HS)
Chau, Kaitlyn	"	"
Dalton, Nickolas	"	"
De Bello, Sabrina	"	"
Doychev, Deyan	"	"
Eteuati, Feagai	"	"
Ferguson, David	"	"
Gamboa, Alysia	"	"
Katene Marindin, Danny	"	"
Lindvig, Gillan	"	"
McAfee, Andrew	"	"
Smith, Christopher T	"	"
Thompson III, Curtis	"	23

Exempt

College Student Aide

As needed, not to exceed 18 hours per week, with no authorization to work during the intersession & winter/spring break, subject to certification.

Castel, Adriana Gonzalez Velarde, Liliana Ibarra Marquez, Lilian Luna, Lesley M Martinez, Marlene Meza, Annette Nguyen, Hayden Rivera, Katherine Rizo Barbosa, Kiara Rojas-Muro, Jacqueline Saeed, Shafiga Weckerly, Jordan

LEAVES OF ABSENCE

NAME	ASSIGNMENT	DATES OF LEAVE
Alvarez, Javier	IA Spec Cleveland	03/10/21 to 09/30/21 Military Service
Brice, Rachel D	Rec Aide Fremont	03/15/21 to 05/15/21 Other
Burns, Beverly	Rec Aide Lindsey	03/03/21 to 06/02/21 Other

Human Resource Services **Board Recommendations Classified and Exempt**

LEAVES OF ABSENCE

Caruthers, Adriane Nutr Svcs Spv I Stevenson Daniels II, Willie Rec Leader Birney Dimaranan, Renalyn IA Spec Tincher Child Care Wkr Garcia Sandoval, Marisol Kettering CDC IA Spec Webster **Rec Aide** Barton Rec Aide Barton IA Spec Poly Child Care Wkr Barton CDC IA Spec Cabrillo IA Spec Buffum Nutr Svc Wkr Marshall

> Custodian Powell

> > IA Spec Signal Hill

IA Spec Roosevelt

Speech Lang Path Spec Ed

Behav Int Asst Spec Ed

April 14, 2021 Page 4

03/19/21 to 11/06/21 **Rest and Recreation**

04/16/21 to 06/30/21 **Rest and Recuperation**

11/26/20 to 08/28/21 Other

09/08/20 to 03/09/21 Study

03/29/21 to 06/17/21 Other

03/01/21 to 06/16/21 Other

04/16/21 to 06/17/21 Other

04/19/21 to 12/31/21 Other

03/02/21 to 03/29/21 Other

04/14/21 to 04/30/21 Other

03/22/21 to 09/22/21 Other

01/19/21 to 01/22/21 Other

03/19/21 to 06/30/21 Other

03/22/21 to 03/26/21 Other

03/22/21 to 06/18/21 Other

03/29/21 to 04/19/21 Other

04/12/21 to 05/28/21 Other

Gonzalez, Mary T

Haynes, Michael

Hurtado Juarez, Maria

Jehlik, Heather

Larios, Rebecca

Lopez, Dilma

Mitchell, Mandi

Moore, Lori D

Navarro, Santiago

Payares, Carina

Rodgers, Melissa

Rodriguez, Liliana

Saper, Jessica

Human Resource Services Board Recommendations Classified and Exempt

LEAVES OF ABSENCE

April 14, 2021 Page 5

Scott, Mary E	Lib/Med Asst Emerson/Los Cerritos	03/17/21 to 06/17/21 Other
Spence, Michelle A	IA Spec Rogers	03/08/21 to 09/08/21 Other
Sprowl, Alfreda	Nutr Svc Wkr Wilson	04/10/21 to 06/17/21 Other
Thompson, Kenyetta	Health Asst Nursing Svc	04/02/21 to 06/16/21 Other
Venerable, Brandie	IA Spec Dooley	03/29/21 to 06/16/21 Other
Voigt, Jennifer	Behav Int Asst Spec Ed	04/12/21 to 05/28/21 Other
Young, Breanna	Nutr Svc Wkr McBride	04/02/21 to 06/17/21 Other

TERMINATION OF SERVICE

Dismissal – pursuant to Chapter XI, Section 11.1 (8,10) of the Rules and Regulations of the Classified Service. Close of work on date indicated.

Probationary

NAME	ASSIGNMENT	<u>EFFECTIVE</u>
E 0066795 9	Nutr Svc Wkr Barton	04/15/21

Dismissal – pursuant to Chapter XI, Section 11.1 (1, 8, 9, 10) of the Rules and Regulations of the Classified Service. Close of work on date indicated.

E 0067094 4	Cust Mann	04/15/	21	
RESIGNATIONS (BOARD F	POLICY 4117.2)			
NAME	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> RESIGNATION	
Permanent				
Brown, Amber N	Rec Aide Nelson	01/01/19	03/19/21	

RESIGNATIONS (BOARD POLICY 4117.2)

RESIGNATIONS (BOARD POLICY 4117.2)					
NAME	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> <u>RESIGNATION</u>		
Camp, Svetlana	IA Spec Burbank	01/26/09	04/05/21		
Capitulo, Carolyn	Child Care Wkr Burbank CDC	08/31/20	02/01/21		
Castel, Adriana	Rec Aide Willard	01/01/19	02/26/21		
Chavez, Guadalupe	Rec Aide Newcomb	01/01/19	03/12/21		
Coronado, Gabriela	Nutr Svc Wkr Browning	02/25/19	03/25/21		
Garcia Silverio, Elizabeth	Rec Leader Whittier Wrap	01/07/19	03/05/21		
Kong, Steven	Behav Int Asst Special Ed	08/29/18	03/12/21		
Robles, Vivian	Kids' Club Asst Kids' Club Lowell	10/01/18	04/01/21		
Salao, Justin A	Rec Aide Nelson	02/04/20	03/18/21		
Sarabia Jade E	Rec Aide Henry	01/21/20	03/26/21		
Serafin, Brent	Custodian Addams	08/08/13	03/17/21		
Simmons, Nikia N	IA Spec Tucker	02/06/17	04/17/21		
Youngblood, Shanda L	Rec Aide King	01/01/19	02/26/21		
Zollinger, Carson	IA Spec Whittier	03/09/20	03/29/21		
<u>RETIREMENTS</u>					
NAME	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> RETIREMENT		

Augustine, PetraNutr Svcs Wkr11/05/0703/17/21NewcombNewcomb

Human Resource Services Board Recommendations Classified and Exempt

RETIREMENTS

NAME	ASSIGNMENT	<u>DATE OF</u> EMPLOYMENT	<u>DATE OF</u> RETIREMENT
Gonzalez, Rosa	Int Nutr Svc Wkr Nutr Svcs	09/24/91	04/01/21
Hoppe, Ronald	Purch & Contr Dir Purchasing	06/02/86	07/05/21
McGee, Dennis	Warehouse Mat Proc Nutr Svc	10/19/94	05/28/21
Smith, Bryan	Heavy Trk Driver Transportation	10/01/90	03/23/21
Torrecampo, Elizabeth M	Braille Transcriber Herrera	04/07/03	06/16/21

ABOLISHMENTS: LACK OF WORK / LACK OF FUNDS (Education Code Sections 45117, 45261, 45298, 45308)

POSITION	<u>SITE</u>	<u>ASSIGNMENT</u>
Administrator, K-16 Collaborations & District Programs	Equity, Access and College & Career Readiness	100% / 12 Month

AMENDMENTS

10/07/20 BA Leave of Absence End date for E0036476 1 from 06/16/21 to 03/21/21. 12/02/20 BA Leave of Absence End date for E0049682 9 from 06/16/21 to 03/12/21. 03/17/21 BA Leave of Absence End date for E0066824 6 from 03/29/21 to 03/19/21. 02/03/21 BA Leave of Absence End date for E0063401 5 from 03/29/21 to 03/22/21. 01/13/21 BA Leave of Absence End date for E0046545 2 from 03/31/21 to 03/21/21.

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT: Instruction

Enclosures

CATEGORY: Business Item/s

Reason for Board Consideration: <u>Action/Information</u>

Date: April 14, 2021

1. <u>APPROVE SCHOOL PLAN FOR STUDENT ACHIEVEMENT FOR 2020-2021</u>

Approve the School Plan for Student Achievement (SPSA) for Stevenson Elementary School; Muir K-8 School; Lindsey Middle School and Sato High School. Each plan has been developed and approved by the site's School Site Council and contains the components of effective planning based on student needs, assessment data, use of staff, parent involvement, and allocation of resources. Each plan has been reviewed by Equity, Access, and College & Career Readiness staff for compliance. The schools' approved SPSA for the 2020-2021 school year will also serve as an interim plan until the following school year's SPSA is revised and approved. The funding for all programs and personnel outlined in these SPSAs is reflective of the current fiscal year only.

2. ACCEPT THE COUNTY PLAN FOR EXPELLED STUDENTS

Accept and acknowledge the *Los Angeles County Plan for Expelled Students (triennial update)*. The plan: (1) Enumerates existing educational alternatives; (2) Identifies gaps in educational services; (3) Identifies plans for filling those service gaps and (4) Identifies alternative placements for pupils who fail to meet terms and conditions of their alternative placement. There is no fiscal impact to the District.

Prepared by	Approved and Recommended by
James Suarez, Assistant Director Equity, Access, and College & Career Readiness	Jill Baker Superintendent of Schools
	Tiffany Brown Deputy Superintendent of Schools
	Kristi Kahl, Assistant Superintendent Curriculum, Instruction, Professional Development
	Erin Simon, Assistant Superintendent School Support Services
	Brian Moskovitz, Assistant Superintendent Early Learning & Elementary Schools
	Chris Lund, Assistant Superintendent

Middle & K-8 Schools

Jay Camerino, Assistant Superintendent High Schools

mb/js

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:		Finance Report	A				Enclosu	res	
CATEGORY:		Business Items					Reason for Bo Considerati		Action
		Fiscal Services							April 14, 2021
1.		ry Warrants issue ctions as follows:		on March 15, 2	2021 and transfe	r of 1	unds to Payroll	Cle	earance Fund to
	Salary Adva	ance				\$	3,915,079.00		
	TOTAL SA	LARY WARRAN	TS	ISSUED					<u>\$ 3,915,079.00</u>
2.		execution and issuincluded in the a					• •	In	dividual warrant
	02/24/21 - (03/23/21		F59034 - F5	9126				
	02/26/2021		-	00581014	03/11/2021		00583733	_	00583782
	02/26/2021		-	26232891	03/11/2021		26251422	_	26251535
	03/01/2021		-	00581224	03/12/2021		00583976	-	00583977
	03/01/2021		-	23264464	03/12/2021		26253043	_	26253092
	03/02/2021		-	00581405	03/15/2021		00584153	-	00584153
	03/02/2021		-	26235855	03/15/2021		26254375	_	26254430
	03/02/2021		-	26235863	03/16/2021		00584319	_	00584320
	03/02/2021		-	26235881	03/16/2021		26256379	_	26256430
	03/02/2021		-	26235890	03/17/2021		00584512	-	00584517
	03/03/2021		-	26237137	03/17/2021		26257623	-	26257665
	03/04/2021	00581724	-	00581727	03/18/2021		00584732	-	00584735
	03/04/2021	26238945	-	26238979	03/18/2021		26259137	-	26259171
	03/04/2021	26238981	-	26239015	03/19/2021		00584954		
	03/04/2021				03/19/2021		26260579	-	26260616
	03/05/2021		-	00582040	03/22/2021		00585133	-	00585195
	03/05/2021	26240387	-	26240392	03/22/2021		26266810	-	26266866
	03/05/2021	26240394	-	26240439	03/22/2021		26266868	-	26266872

03/23/2021

03/23/2021

03/23/2021

03/23/2021

03/24/2021

00585386 -

26268430 -

26268433 -

00585536 -

-

26268437

00585389

26268431

26268435

26268461

00585572

03/08/2021

03/08/2021

03/08/2021

03/09/2021

03/09/2021

00582199

26241686

26241710

00582661

26243268

00582201

26241708

26241748

00582667

26243280

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Finance Report A Page 2 April 14, 2021

2. Continued 03/09/2021 26243282 26243289 03/24/2021 26273560 - 26273655 -26243291, 26243293 03/25/2021 03/09/2021 00585796 - 00585869 03/09/2021 26243294 03/25/2021 26278743 - 26278828 03/10/2021 26249799 -26249822

General Fund	\$ 16,403,111.17	
Adult Education Fund	10,379.68	
Child Development Fund	422,112.00	
Cafeteria Special Revenue Fund	741,108.04	
Building Fund	5,712,871.57	
Capital Facilities Fund	5,201.96	
Self-Insurance Fund	5,169,118.20	
Warrant/Pass Through Fund	2,950,839.37	
TOTAL WARRANTS ISSUED		<u>\$ 31,414,741.99</u>

3. Approve the following cash transfers between funds as approved by the Adopted/Revised Budget.

From:	General Fund (Fund 01)	\$ 5,000,000
To:	Self-Insurance Fund (Fund 67)	\$ 5,000,000

Recommendation:

Approve/Ratify the above listed items.

Approved:

Approved and Recommended:

Yumi Takahashi Chief Business and Financial Officer Dr. Jill A. Baker Superintendent of Schools

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:	Finance Report B	Enclosures	
CATEGORY:	Business Items	Reason for Board Consideration:	Action
	Fiscal Services	Date:	April 14, 2021

1. <u>Ratify</u> the execution and issuance of the warrants included in the following listing. Individual warrant listings are included in the agenda and available under separate cover.

03/02/2021	26235856	26235857
03/02/2021	26235864,	26235882
03/02/2021	26235891	
03/04/2021	26238980,	26239016
03/05/2021	26240393	
03/08/2021	26241709	
03/09/2021	26243281,	26243290
03/09/2021	26243292	
03/22/2021	26266867	
03/23/2021	26268432,	26268436
03/23/2021	26268460	

 Building Fund
 \$ 5,279,312.05

 TOTAL WARRANTS ISSUED
 \$ 5.279.312.05

Recommendation:

Approve/Ratify the above listed items.

Approved:

Yumi Takahashi Chief Business and Financial Officer Approved and Recommended:

Dr. Jill A. Baker Superintendent of Schools

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:	Business Department Report	Enclosures
CATEGORY:	Business Items	Reason for Board Consideration: <u>Action</u>
	Business Department	Date <u>April 14, 2021</u>

Accept Gifts: Accept the following gifts to the District:

	Site Name	<u>Donor</u>	<u>Gift</u>	<u>Purpose</u>	<u>Amount or</u> <u>Amount Est.</u> <u>by Donor</u>
1.	Emerson	YMCA of Greater Long Beach	Monetary	For the benefit of the students and staff.	\$250.00
2.	OCIPD - Music Department	Kathleen Skara	Schaefer & Sons upright Piano and Bench	For the benefit of the students and staff.	\$2,000.00
3.	Longfellow	Anonymous	Monetary	Funding for materials and supplies	\$125.00
4.	Millikan	The Blackbaud Giving Fund	Monetary	For the benefit of the students and staff.	\$300.00
5.	Newcomb	Newcomb Academy PTA	Monetary	Funding for technology college aide hours.	\$2,500.00
6.	Poly	David Cardenas	Monetary	For the benefit of the students and staff.	\$1,000.00
7.	Whittier	U'SAgain, LLC	Monetary	For the benefit of the students.	\$129.96
Gift	s Total		Total amount	of monetary gifts on this report:	<u>\$4,304.96</u>
			Total value of n	on-monetary gifts on this report:	<u>\$2,000.00</u>
_					

Recommendation:

Approve the items listed above.

Approved:

Approved and Recommended:

Yumi Takahashi Chief Business and Financial Officer Dr. Jill A. Baker Superintendent of Schools

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:	Purchasing & Contracts Report	Enclosures
CATEGORY:	Business Items	Reason for Board Consideration <u>Action</u>
	Purchasing & Contracts	Date April 14, 2021

Contract Report

The following contracts are submitted for approval and available upon request:

New Agreements and Renewals - General *

1.	Agreement: Purpose: Term: Type: Cost: Originator: Funding Source:	Action Youth America, LLC (2021-0379-00) To provide the Acceleration Academy Saturday program and individualized tutoring for selected students at Webster Elementary School. 3/1/2021 - 5/22/2021 New Agreement To be a maximum of \$80,000 Webster ESSA: Title I, Part A, Basic Grants Low-Income and Neglected
2.	Agreement: Purpose: Term: Type: Cost: Originator: Funding Source:	Addiction Treatment Technologies, LLC dba Care Solace (2021-0391-00) To provide a web-based system to assist in connecting District students and their families with mental health treatment providers. 4/15/2021 - 6/30/2021 New Agreement To be maximum of \$35,938 Special Education Special Education/General Fund; Coronavirus Relief Fund: Learning Loss Mitigation; Elementary and Secondary School Emergency Relief Fund
3.	Agreement: Purpose: Term: Type: Cost: Originator: Funding Source:	Guillermo Ivan Avalos (2021-0390-00) To paint murals on shipping containers located at King Elementary School. 3/23/2021 - 6/30/2021 New Agreement No cost to the District King N/A

4.	Agreement: Purpose: Term: Type: Cost: Originator:	Eric Cyrs dba BaBa the Storyteller (2021-0375-00) To provide the Everyone Has a Story to Tell workshops for 5 th grade students at Carver Elementary School. 3/16/2021 - 4/30/2021 New Agreement To be a maximum of \$7,200 Carver
_	C C	RUMBA Foundation of Long Beach
5.	Agreement: Purpose:	Children Youth and Family Collaborative (2021-0377-00) To provide the Academic Remediation Intervention Support Services & Enrichment program for foster youth District-wide.
	Term: Type: Cost: Originator: Funding Source:	3/3/2021 - 6/30/2021 New Agreement No cost to the District Student Support Services
6.	Agreement:	Cross Country Staffing Inc. on Behalf of its affiliate New Mediscan II, LLC dba Cross Country Education (2021-0388-00)
	Purpose: Term: Type: Cost: Originator: Funding Source:	To provide teachers as-needed for the Child Development Centers. 3/15/2021 - 6/30/2023 Renewal To be a maximum of \$100,000 Child Development Centers Child Development Centers
7.	Agreement: Purpose:	John Glaza (2021-0381-00) To facilitate strategic planning for selected staff at Long Beach Education Foundation.
	Term: Type: Cost: Originator: Funding Source:	2/5/2021 - 8/30/2021 New Agreement Estimated to be \$3,000 Deputy Superintendent of Schools Reimbursed by LBEF
8.	Agreement: Purpose:	Cheryl Hibbeln dba Illuminated Collective, LLC (2021-0378-00) To provide master scheduling training and professional development for selected principals District-wide.
	Term: Type: Cost: Originator: Funding Source:	3/4/2021 - 9/30/2021 New Agreement To be a maximum of \$11,550 Assistant Superintendent - High Schools
9.	Agreement: Purpose:	Dylan Stewart dba Inspyr Arts Education, LLC (2021-0382-00) To provide art presentation and instruction for selected students at Mann Elementary School.
	Term: Type: Cost: Originator: Funding Source:	3/5/2021 - 5/30/2021 New Agreement To be a maximum of \$2,700 Mann General Fund - LCFF

10.	Agreement:	Integrity Environmental Consultants, Inc. (2021-0386-00)
	Purpose:	To provide chemical hygiene consulting services and support for the District
		Science Department.
	Term:	3/1/2021 - 6/30/2022
	Туре:	New Agreement
	Cost:	To be a maximum of \$6,780
	Originator:	Maintenance
	Funding Source:	General Fund

11.	Agreement: Purpose:	Leighton Consulting, Inc. (2021-0385-00) To provide annual field inspections, soil sampling, soil management, and compliance with the California Department of Toxic Substances Control for Avalon School.
	Term:	4/20/2020 - 4/19/2025
	Туре:	New Agreement
	Cost:	To be a maximum of \$32,500
	Originator:	Maintenance
	Funding Source:	General Fund

12.	Agreement:	Schoolhouse World, Inc. (2021-0389-00)
	Purpose:	To provide mathematics tutoring for middle and high school students District-wide.
	Term:	4/1/2021 - 6/30/2022
	Туре:	New Agreement
	Cost:	No cost to the District
	Originator:	Curriculum, Instruction & Professional Development
	Funding Source:	N/A

Agreement: TherapyTravelers, LLC dba TherapyTravelers (2021-00380-00)
 Purpose: To provide psychology therapy staffing services for students with exceptional needs.
 Term: 3/8/2021 - 6/30/2021
 Type: New Agreement
 Cost: To be a maximum of \$150,000
 Originator: Special Education
 Funding Source: Special Education/General Fund

* Due to COVID-19, some services listed may be provided virtually.

New Agreements and Renewals - Facilities

14.	Agreement:	CSDA Design Group (21005)
	Purpose:	To provide noise monitoring services for the Kettering Elementary School HVAC project.
	Term:	4/15/2021 - 6/30/2022
	Туре:	New Agreement
	Cost:	To be a maximum of \$33,900, including reimbursable expenses.
	Originator:	Facilities
	Funding Source:	Building Fund

15.	Agreement:	Ground Penetrating Radar Systems, LLC (21006)
	Purpose:	To provide underground utility tracing services for the Bancroft Middle School
		HVAC project.
Term: 4/15/2021 - 5/31/2021		4/15/2021 - 5/31/2021
	Туре:	New Agreement
	Cost:	To be a maximum of \$6,536.
	Originator:	Facilities
	Funding Source:	Building Fund
	-	-

16.	Agreement:	HMC Architects (10582.01C)
	Purpose:	To provide architectural services for the Emerson Parkside Academy HVAC project,
		per the terms and conditions of the master agreement approved on 6/2/2020.
	Term:	4/15/2021 through project completion.
	Type:	New Agreement
	Cost:	To be a maximum of \$1,264,260, including reimbursable expenses
	Originator:	Facilities
	Funding Source:	Building Fund

17.	Agreement:	IBI Group (10583.01 and 10583.01A)
	Purpose:	To approve the terms and conditions of the master agreement and to provide
		architectural services for the Gompers School HVAC project.
	Term:	4/15/2021 through project completion
	Туре:	New Agreement
	Cost:	To be a maximum of \$1,370,500, including reimbursable expenses
	Originator:	Facilities
	Funding Source:	Building Fund

Amend Agreements - General

18.	Agreement: Original Purpose: Justification: Cost:	Arcadis U.S., Inc. (1920-0359-02) To provide management and support services for various environmental health and safety programs throughout the District. Additional services required in support of health and safety programs. Increase contract amount by \$50,000 from \$400,000, to be a maximum of \$450,000. All other terms and conditions to remain the same.
	Originator:	Maintenance
	Funding Source:	General Fund
19.	Agreement:	Magnus International Trade Services Corp. (2021-0181-02)
	Original Purpose:	To provide primary language support, translation, and interpreting services District-wide.
	Justification:	Additional services required.
	Cost:	Increase contract amount by \$40,000 from \$20,000, to be a maximum of \$60,000. All other terms and conditions to remain the same.
	Originator: Funding Source:	Curriculum, Instruction & Professional Development General Fund - LCFF

20.	Agreement: Original Purpose:	MemorialCare Medical Foundation (2021-0223-02) To provide medical management services as-needed for the District's Employment Physician Services.
	Justification: Term: Cost:	Additional services required. Extend contract completion date from 12/31/2020 to be through 6/30/2021. Increase contract amount by \$5,000 from \$15,000, to be a maximum of \$20,000. All other terms and conditions to remain the same.
	Originator: Funding Source:	Human Resource Services
21.	Agreement:	My Therapy Company, a subsidiary of Pediatric Therapy Services dba The Stepping Stones Group (2021-0193-02)
	Original Purpose: Justification: Cost:	To provide speech and pathology staffing services as-needed for the District. Increase from one to nine Speech Pathologists performing services. Increase contract amount by \$480,000 from \$70,000 to be an estimated amount of \$550,000. All other terms and conditions to remain the same.
	Originator: Funding Source:	Special Education/General Fund
22.	Agreement: Original Purpose:	Opinion Interactive, LLC dba Spotlight (2021-0271-01) To produce College & Career Readiness Guides and College Readiness Videos in support of selected students and their families.
	Justification: Cost:	Guide to be translated and video-taped in Khmer. Increase contract amount by \$3,950 from \$16,125 to be a maximum of \$20,075. All other terms and conditions to remain the same.
	Originator: Funding Source:	Research and School Improvement General Fund - LCFF
23.	Agreement: Original Purpose:	Richard Heath & Associates, Inc. (1819-0286-02) To provide contract and project management services in support of the District's Proposition 39-funded projects.
	Justification: Term: Cost:	California Proposition 39 program extension due to COVID. Extend contract completion date from 6/30/2021 to be through 6/30/2022. Increase contract amount by \$653,920 from \$1,050,000, to be a maximum of \$1,703,920. All other terms and conditions to remain the same.
	Originator: Funding Source:	Maintenance California Clean Energy Jobs Act; General Funds; Bond Implementation Plan - Measure K
24.	Agreement: Original Purpose:	Wageworks, Inc. (1718-0445-01) To provide administrative services for the District's Flexible Spending Account and Health Savings Account plans.
	Justification: Term: Cost:	Add funds to cover administrative fees due to increased participant enrollment. Extend contract completion date from 12/31/2021 to be through 12/31/2022. Increase contract amount by \$30,000 from \$90,000, to be an estimated amount of \$120,000. All other terms and conditions to remain the same.
	Originator: Funding Source:	Risk Management Self Insurance Fund

Amend Agreements - Facilities

25.	Agreement: Original Purpose:	BCM Group, Inc. (10532.01) To provide various construction management services such as project management, estimating, scheduling, and other related services for projects throughout the District.
	Justification:	To support upcoming bond projects which includes daily onsite construction oversight.
	Term: Cost:	Extend contract completion date from 6/30/2022 to be through 5/1/2024. Increase contract amount by \$1,500,000 from \$1,500,000, to be a maximum of \$3,000,000. All other terms and conditions to remain the same.
	Originator: Funding Source:	Facilities Building Fund
26.	Agreement: Original Purpose:	Cumming Construction Management, Inc. (10534.01) To provide various construction management services such as project management, estimating, scheduling, and other related services for projects throughout the District.
	Justification:	To support upcoming bond projects which includes daily onsite construction oversight.
	Term: Cost:	Extend contract completion date from 6/30/2022 to be through 6/30/2024. Increase contract amount by \$2,000,000 from \$5,000,000, to be a maximum of \$7,000,000. All other terms and conditions to remain the same.
	Originator: Funding Source:	Facilities
27.	Agreement: Original Purpose:	Knowland Construction Services (10564.01) To provide DSA inspection services on an as-needed basis for various projects throughout the District.
	Justification:	To support upcoming bond projects which includes daily onsite construction oversight.
	Term: Cost:	Extend contract completion date from 6/30/2022 to be through 10/16/2024. Increase contract amount by \$500,000 from \$750,000, to be a maximum of \$1,250,000. All other terms and conditions to remain the same.
	Originator: Funding Source:	Facilities
28.	Original Purpose:	PBK Architects, Inc. (10192.01C) To provide architectural services for the Rogers Middle School HVAC project, per the terms and conditions of the master agreement approved on 4/5/2017.
	Justification: Cost:	Adjusted fee based on approved construction cost after bidding. Increase contract amount by \$9,284.06 from \$1,208,395.44 to be a maximum of \$1,217,679.50. All other terms and conditions to remain the same.
		Facilities
29.	Original Purpose:	PBK Architects, Inc. (10192.01P) To provide architectural services for the Lowell Elementary School Portable project, per the terms and conditions of the master agreement approved on 4/5/2017.
	Justification: Cost:	Revision in scope of work. Increase contract amount by \$32,100 from \$27,000 to be a maximum of \$59,100. All other terms and conditions to remain the same.
		Facilities

30.	Agreement:	Tate Snyder Kimsey Architects, Inc. (10193.01E)
	Original Purpose:	To provide architectural services for the Hughes Middle School HVAC project, per
		the terms and conditions of the master agreement approved on 4/5/2017.
	Justification:	Revision in scope of work and adjusted fee based on approved construction cost
		after bidding.
	Cost:	Increase contract amount by \$605,876.34 from \$1,411,417.89, to be a maximum of
		\$2,017,294.23. All other terms and conditions to remain the same.
	Originator:	Facilities
	Funding Source:	Building Fund
	r analig ooaroo.	Building Fund

Amend Board Action - General

31. Agreement: Valencia Branch Laboratory (2021-0368-00)		Valencia Branch Laboratory (2021-0368-00)
	Purpose:	Amend Board Action of 3/3/2021 to provide as-needed laboratory testing of
collected samples for SARS-CoV-2 for selected students and s		collected samples for SARS-CoV-2 for selected students and staff, by amending the
		contractor name from Valencia Branch Laboratory to California Department of
		Public Health.
	Originator:	Deputy Superintendent; Business Office

Income/Reimbursement Agreement - General

Agreement: Purpose:	Azusa Pacific University (2021-0387-00) The District will provide supervised fieldwork experience for university students enrolled in the K-12 Educational Field Experience program.
Term:	1/1/2021 - 6/30/2025
Туре:	New Agreement
Income:	To be a maximum of \$200 for each full-time university student
Originator:	Special Education
Agreement:	California State University Trustees dba California State University, Dominguez Hills (2021-0383-00)
Purpose:	For university students to be assigned to LBUSD for student teaching.
Term:	7/1/2021 - 6/30/2024
Туре:	New Agreement
Income:	Contractor to pay the District \$16.67 per quarter unit and \$25 per semester unit per student.
Originator:	Human Resource Services
Agreement:	California State University, Long Beach (2021-0384-00)
Purpose:	The District will provide supervised fieldwork experience for university students enrolled in the Basic Credential, Early Fieldwork and Pre-Student Teaching, Educational Administration, Library Services, School Counseling, and School Psychology programs.
Term:	7/1/2021 - 7/25/2025
Туре:	New Agreement
Income:	Contractor to pay the District \$20 per semester unit for each student enrolled in the Basic Credential program.
Originator:	Human Resource Services
	Purpose: Term: Type: Income: Originator: Agreement: Purpose: Term: Type: Income: Originator: Agreement: Purpose: Term: Type: Income:

35.	Agreement:	Compton Community College District (2021-0371-00)
	Purpose:	Reimbursement to the District for teachers at California Academy of Mathematics &
		Science teaching pre-engineering college-preparatory classes to selected students.
	Term:	7/1/2021 - 6/30/2022
	Туре:	Renewal
	Reimbursement:	\$3 per student contact hour, not to exceed 54 contact hours per semester.
	Originator:	California Academy of Mathematics & Science

<u>Bids</u>

The following bids are submitted for approval and are available upon request:

Authorize Bid Awards

Construction Bids - Facilities

- 36. Award Bid No. FAC16-2021-A for the AV in Portables at Cubberley K-8 School project and approve contract with Golden Star Technology, Inc., for the amount of \$297,133.30. Funding Source: Building Fund
- 37. Award Bid No. FAC16-2021-B for the AV in Portables at Muir K-8 School project and approve contract with Golden Star Technology, Inc., for the amount of \$286,956.89. Funding Source: Building Fund
- 38. Award RFP No. 03-1920 for the Phone System, District-wide project and approve contract with Presidio Networked Solutions Group, LLC, for the amount of \$6,000,301.08. Funding Source: Building Fund; General Fund

Authorize Bid Extensions - General

39. Extend Bid No. FS383-1920/65 for the Purchase of Cold-Store Foods (Commercial) for the period of 7/1/2021 - 6/30/2022. Estimated expenditures to be:

David's Cookies	\$77,900
Don Lee Farms	\$86,700
Foster Farms	\$12,800
Gold Star Foods, Inc.	\$320,700
Inn Foods, Inc.	\$28,400
M.C.I. Foods, Inc.	\$85,800
Newport Farms, Inc.	\$109,900
Rich Products Corporation	\$163,700
Sara Lee Frozen Foods	\$110,850
Funding Source: Cafeteria Special Revenue Fund	

40. Extend Bid No. FS384-1920/54 for the Purchase of USDA Donated Commodities Processed Into Various Finished Products for the period of 7/1/2021 - 6/30/2022. Estimated expenditures to be:

Don Lee Farms	\$121,000
Foster Farms	\$119,800
Jennie-O Turkey Store	\$11,050
Land O'Lakes, Inc.	\$471,450
Nardone Bros. Baking Co., Inc.	\$99,350
Rich Products Corporation	\$42,550
Smucker Foodservice	\$285,800
Tyson Prepared Foods, Inc.	\$339,450
Funding Source: Cafeteria Special Revenue Fund	

41. Extend Bid No. FS385-1920/61 for the Purchase of Dry Goods for the period of 7/1/2021 - 6/30/2022. Estimated expenditures to be:

California Dried Fruit, Inc.	\$6,000
Churchfield Trading Company	\$3,000
Sriracha2Go	\$10,400
Funding Source: Cafeteria Special Revenue Fund	

42. Extend Bid No. FS386-1920/68 for the Purchase of Paper, Plastic, and other Supplies for the period of 7/1/2021 - 6/30/2022. Estimated expenditures to be:

Daxwell Distribution	\$134,850
Pressed Paperboard Technologies, LLC	\$122,000
Funding Source: Cafeteria Special Revenue Fund	

Authorize Agency Bids - Facilities

43. Authorize the use of the State of California CMAS, Contract No. 3-16-70-2382B, on an as-needed basis, for the purchase of information technology goods & services, from RGB Systems, Inc. dba Extron Electronics, with the same advantages, terms, and conditions per Public Contract Code 10290.1. Authorization to be valid through 5/31/2021, and to include any extension periods as adopted by the agency. Estimated annual expenditures to be \$500,000. Funding Source: Building Fund; General Fund

Membership Approvals

Authorize District Memberships

- 44. Approve District memberships in the following organizations:
 - (A) California Scholarship Federation [Originator-Millikan/\$250]
 - (B) The College Board [Originator-Superintendent/\$400]
 - (C) Los Angeles County School Trustees Association [Originator-Superintendent/\$200]

Purchasing & Contracts Report April 14, 2021 Page 10

Purchase Orders

Approve District Purchase Orders

45. Approve purchase orders written during the period 3/1/2021 through 3/31/2021. A detailed list of purchase orders is available upon request.

Contract	C067842 - C067885	\$6,122,513.24
Regular	P202966 - P203602	\$12,154,919.02
Stock	S836107 - S836135	\$329,334.22

46. Approve Nutrition Services purchase orders written during the period 3/1/2021 through 3/31/2021. A detailed list of purchase orders is available upon request.

Regular	33231 - 33323	\$717,112.99
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Recommendation

Approve and/or ratify the contracts, and take action on the bids as listed above.

Approved:

Approved and Recommended:

Yumi Takahashi Chief Business and Financial Officer Dr. Jill A. Baker Superintendent of Schools

RH/RK/et; eb

Board of Education Long Beach Unified School District

	Teachers Association of Long Beach (TALB) Addendum to Memorandum of Understanding School Opening Related to COVID-19, K-12	Enclosures: <u>One</u>
Category:	New Business	Reason for Board Consideration: <u>Action</u> Date: <u>April 14, 2021</u>

BACKGROUND:

The Teachers Association of Long Beach (TALB) informed the Long Beach Unified School District (LBUSD) that they endorse the ADDENDUM - COVID-19 School Opening K - 12 Memorandum of Understanding (MOU) originally negotiated in August, 2020.

RECOMMENDATION:

The Superintendent recommends the adoption of the MOU between TALB and LBUSD pertaining to the Leave of Absence.

Prepared by:

Approved and recommended:

Steven Rockenbach Director, Employee Relations Dr. Jill A. Baker Superintendent of Schools

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND

TEACHERS ASSOCIATION OF LONG BEACH (TALB) - K-12

School Opening Related to Coronavirus-19/COVID-19 (COVID-19) - Dated August 18, 2021

1. <u>Safety</u>

- d) Screening equipment will be checked daily and calibrated as necessary. Devices reading incorrectly will not be used until the calibration is corrected. Secondary screening equipment will be made available as a backup.
- e) PPE will be provided. Bargaining Unit Members assigned in-person instruction will be provided appropriate masks and protective equipment. Teachers working with students granted mask exceptions or working with students needing closer than 4 feet of contact, will be provided with KN95 masks upon request. Nurses will be provided with a fitted N95.
- f) Students who are identified by school staff as exhibiting COVID like symptoms or refuse to wear a mask will not remain in the classroom. In circumstances where students are exempted from wearing a mask, alternative PPE will be and must be worn.
- g) Each site will have a CARE room. Students sent to the CARE room will remain masked. Students and staff must be symptom free for 24 hours before returning to school.
- Class sizes will be adjusted for all adults required to work with students in the classroom. Visitors, defined as VIPS, PTA volunteers, and other community volunteers, will not be allowed in classrooms during instructional hours.
- *i)* Social distancing, as outlined by the Long Beach Department of Health and Human Services (LBDH) and CDPH, will be observed at all times while staff and students are on-campus. As long as LBDH and CDPH require the wearing of masks, students and staff will remain masked throughout the instructional day.
- *j*) Teachers are not responsible for cleaning or sanitizing. Rooms will be disinfected nightly. As an added means of protection, an antimicrobial barrier will be applied to all high touch and horizontal surfaces.
- k) Teachers will not be responsible for conducting screenings and administering COVID tests or screenings.
- Teachers are mandated to report any violations of the safety protocol including but not limited to distancing and mask wearing.
- m) Teachers will not be reassigned to other classes to substitute for other teachers on leave.
- n) Teachers will not be responsible for providing before or after-school childcare. Secondary teachers will receive students in their classrooms following screening, fifteen minutes prior to the beginning of the school day. Elementary teachers will receive students in their classrooms following screening, fifteen minutes prior to the beginning of the AM session and ten minutes prior to the PM session. They will escort students to dismissal gates for up to ten minutes after the AM session and five minutes after the PM session. Unit members will continue to be provided a 30 minute duty free lunch each day.

14. Meetings

Open House and meetings (including but not limited to parent-teacher, staff, and grade-level) will remain virtual for the entirety of the 2020-2021 school year. In the event a parent does not have access to the technology needed to participate in a virtual IEP, the case carrier will arrange with the admin designee to provide the parent necessary access. Teachers are given the option to participate virtually.

18. Adjunct Duty

Traditional Adjunct Duty, as outlined in the Collective Bargaining Agreement, will be suspended for all bargaining unit members teaching in-person. In-person teachers will receive students 15 minutes early to assist with safety protocols in the hybrid format. Secondary teachers who do not have students in the first block will assist for 15 minutes after school by clearing the campus in accordance with safety protocols.

Bargaining Unit Members who are not teaching in-person classes will adhere to the following adjunct duty schedule:

Student Return - Days Remaining	Prorated Hours
50 days	5 hours
45 days	4 hours
30 days	3 hours
15 days	2 hours

19. Technology

 Classrooms will be provided with a charging station and any available back up Chromebooks for students experiencing technical issues with their device will be distributed among classrooms.

20. Preparation Week

 During the week of March 22, elementary teachers will provide direct instruction in an online format from the start of the school day until lunch. After lunch, students will participate in asynchronous learning opportunities and will not be able to access their classroom teacher. Secondary teachers will be provided 10 hours of preparation time through asynchronous time scheduled the week of April 12. Teachers will use this time to grade, plan, and set-up their classrooms. Only a total of 2 hours may be used for mandated meetings by the site principal.

21. Outside Visitors

All staff, students, parents, and stakeholders must maintain strict adherence to all COVID Protocols when on campus. Extra visitors are discouraged from entering campuses. Outside visitors should only be allowed on campus if it is necessary to operate the facility and support students with educational needs and social emotional health. Essential workers from the Maintenance, Operations, Transportation, Technology, and Facilities departments will be required to enter sites to perform repair and service work. In addition, sites under construction and renovation will have construction employees on campus but they are to adhere to Cal-OSHA protocols laid out as part of their agreement to work on LBUSD school sites.

Signatures

For TALB:

fickuy Corrin Hickey

TALB – Lead Negotiator

Kelly Dr. Christine Kelly TALB - President

For the District:

N

Steven Rockenbach Director of Employee Relations and Ethics

3/25/21 Date 3/26/21 Date

3-25-21 Date

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:	Temporary Addendum to Athletic C Extracurricular and Co-Curricular A Eligibility Requirement		End	closures:	<u>One</u>
CATEGORY:	New Business	Reason for B Consideration			/ Action
		Date [.] Anri	il 14	2021	

RECOMMENDATION:

Student athletes in the district's interscholastic athletic program and participants in the district's extracurricular and co-curricular activities achieve eligibility by maintaining at least a 2.0 grade point average on a 4.0 scale. Those who do not achieve that eligibility are permitted to apply for a waiver and meet with the School Site's Advisory Committee to determine their eligibility to play or participate for one semester in a probationary capacity. Recognizing the unique challenges to students and their families posed during the pandemic, AB 908 permits the Board for the 2020-21 school year only to allow for one additional semester during the 2020-21 school year.

This proposed policy would temporarily modify Board Policies 6145 and 6145.2 to permit students to apply for one additional semester of probationary eligibility in the district's interscholastic athletic programs as well as extracurricular and co-curricular activities during the 2020-2021 school year.

Prepared by:

Approved and Recommended:

Dr. Jay Camerino Assistant Superintendent High Schools Dr. Jill A. Baker Superintendent of Schools

<u>Temporary Addendum to Athletic Competition, Extracurricular and Co-Curricular Activities</u> <u>Eligibility Requirement</u>

The Governing Board recognizes that the district's athletic programs, extracurricular and cocurricular activities constitute an integral component of the educational experience and helps to build a positive school climate. These programs also promote the physical, social, intellectual and emotional well-being and character development of participating students.

Temporary Eligibility Requirements

As recognized by AB 908 and California Education Code section 31560.5, the Board recognizes the unique challenges to students and their families posed during the pandemic.

During the 2020-2021 school year only, grade 6-12 students who fail to achieve a minimum of 2.0 grade point average on a 4.0 scale shall be permitted two probationary semesters during which they can participate in the district's interscholastic athletic programs and extracurricular and co-curricular activities. Students who wish to participate in a probationary capacity must still apply for this waiver and meet with the School Site's Advisory Committee to determine whether the waiver will be granted. This second semester of eligibility shall not extend to or permit play or participation beyond the 2020-2021 school year. At the conclusion of the 2020-2021 school year, Board Policies 6145 and 6145.2's eligibility provisions permitting only one semester of probationary participation shall be enforced.

Legal Reference: EDUCATION CODE 35160.5 Conditions for receipt of apportionments and inflation adjustment; adoption of rules and regulations relating to specified policies 33354 California Department of Education authority over interscholastic athletics 35179 Interscholastic athletics 48930-48938 Student organizations 49020-49023 Athletic programs; legislative intent, equal opportunity

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS California Interscholastic Federation Constitution and Bylaws A Guide to Equity in Athletics

Adopted: April 14, 2021

LONG BEACH UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:	Land Use Covenant and Agreement by and betwee District and the Department of Toxic Substances Control for the Avalon K-12 School Property	n Enclosures	Yes
CATEGORY:	New Business Item	Reason for Bo Consideration	
	Business Services	Date:	<u>April 14, 2021</u>

BACKGROUND:

On March 5, 2012, the Department of Toxic Substances Control (DTSC) issued an Imminent and Substantial Endangerment Determination and Order and Remedial Action Order for the Avalon K-12 School property and the westerly adjacent City of Avalon Warehouse (ISEO). The ISEO required the District, Santa Catalina Island Co., and City of Avalon to investigate and cleanup both City and School District properties.

Following the issuance of the ISEO, all parties entered into agreements to investigate and develop cleanup goals and action plans. On August 16, 2019, the DTSC approved a Revised Removal Action Plan (RAP) for both Properties. This plan included a Soil Management Plan (SMP) and Land Use Covenant (LUC) to ensure students, staff, workers and the community are adequately protected from exposure to impacted soil that remain after the removal action. The DTSC also determined that the Avalon K-12 School campus does not present an unacceptable risk to present and future health and safety when used in compliance with the environmental restrictions of the LUC.

The LUC's restrictions include: 1) Pre-approval by DTSC for non-maintenance or repair work involving the soil or the asphalt/concrete cap at the campus 2) Annual compliance inspection reporting and 3) Five-Year Review Report to DTSC

RECOMMENDATION:

Recommend approval of Land Use Covenant and Agreement by and between District and the Department of Toxic Substances Control for the Avalon K-12 School property.

Approved:

Approved and Recommended:

Yumi Takahashi Chief Business and Financial Officer Dr. Jill A. Baker Superintendent of Schools RECORDING REQUESTED BY:

Long Beach Unified School District 2425 Webster Avenue Long Beach, California 90810

WHEN RECORDED, MAIL

TO:

Department of Toxic Substances Control 5796 Corporate Avenue Cypress, California 90630-4732 Attention: Shahir Haddad, Unit Chief

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor Parcel Number: 7480-002-907 Avalon K-12 School Property Site Code: 404868

This Land Use Covenant and Agreement ("Covenant") is made by and between Long Beach Unified School District (the "Covenantor") and the Department of Toxic Substances Control (the "Department"). The Covenantor is the current owner of the Avalon K-12 School Property, identified above by the Assessor Parcel Number, situated in the City of Avalon, Santa Catalina Island, County of Los Angeles, State of California, (the "Property") and described in Exhibit "A" and depicted in Exhibit "B," attached and incorporated herein by this reference. The DTSC "Avalon Property" project includes the Property and the warehouse. To date, remediation has only been completed at the Property, therefore, this environmental restriction is solely for the Property.

Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

<u>ARTICLE I</u>

STATEMENT OF FACTS

1.1. <u>Property Location</u>. The Property is approximately 11.6 acres and is located at 200 Fall Canyon Road, City of Avalon, Santa Catalina Island, Los Angeles County, California 90704. The Property is more specifically described as Los Angeles County Assessor Parcel Number 7480-002-907 and is more particularly described in the attached Exhibit A, "Legal Description," and is depicted in Exhibit B, which includes a "Site Location Map" and an "Assessor's Parcel Map." The Property is developed with a kindergarten through 12th grade (K-12) school and is separated into an elementary school and junior and senior high schools, with associated facilities (e.g., gymnasium, shop building, library, locker rooms) and administrative offices.

1.2. <u>Remediation of Property</u>. The Property has been investigated and/or remediated under the Department's oversight. The investigation activities conducted at the Property concluded that chemicals of concern, including arsenic, lead, polycyclic aromatic hydrocarbons (PAHs), and dioxins/furans, remain at levels above what is acceptable for unrestricted land use.

On August 16, 2019, the Department approved a Remedial Action Plan (RAP) for the Property and warehouse, dated February 26, 2019, and prepared by GSI Environmental, Inc., in accordance with Health and Safety Code, division 20, chapter 6.8. The RAP remedial action objectives (RAOs) were to protect students, school staff and maintenance/construction workers from potential exposure to soil impacted by lead, arsenic, PAHs, and dioxins/furans, and allow for continued use of the Property as a school. The remedial action selected in the RAP was excavation and offsite disposal of approximately 475 cubic yards (CY) of impacted soil, capping impacted soil remaining in place with 3 to 5 feet of clean fill, institutional controls to prevent direct contact or ingestion or exposure to residual contaminants, and execution of a land use covenant, and operation and maintenance plan for capped areas of the Property and warehouse.

A soil management plan (SMP) (Leighton, 2020) to protect students, staff, workers and the community from potential exposure to impacted soil was approved by was approved by the Department on August 28, 2020.

1.3. <u>Basis for Environmental Restrictions</u>. As a result of the presence of hazardous waste, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, with its ongoing cleanup actions and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II

DEFINITIONS

2.1. <u>Department</u>. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. <u>Environmental Restrictions</u>. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. <u>Improvements</u>. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. <u>Lease</u>. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. <u>Occupant</u>. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. <u>Owner</u>. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any

portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.1. <u>Runs with the Land</u>. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. <u>Binding upon Owners/Occupants</u>. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. <u>Incorporation into Deeds and Leases</u>. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. <u>Conveyance of Property</u>. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different

Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. <u>Costs of Administering the Covenant to Be Paid by Owner</u>. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.1. <u>Prohibited Uses</u>. The Property shall not be used for any purposes of the following purposes without prior written approval by the Department:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.

4.2. <u>Soil Management</u>. The SMP is intended to provide procedures to protect the students, construction workers, parents, faculty and school staff, including facilities and maintenance and operations employees, and third parties, including utility or emergency workers. Furthermore, this SMP will allow site workers to be aware and recognize signs of potentially impacted soils; and allow these soils to be addressed properly when encountered. Unless performing work pursuant to section 4.5, soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

(a) No activities that will disturb the soil within the Property (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed without pre-approval by the Department in writing, with

the exception of the known areas that have been remediated.

- (b) Any soil within the Property, brought to the surface by grading, excavating, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- 4.3. <u>Prohibited Activities</u>. The following activities shall not be conducted at the Property:
 - (a) Drilling for any water, oil, or gas without prior written approval by the Department.
 - (b) Extraction or removal of groundwater without a Groundwater ManagementPlan pre-approved by the Department in writing.
 - (c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, operation or maintenance system (*e.g., cap*) or activity required for the Property without prior written approval of the Department.
 - (d) Growing of food crops or agricultural products (aside from raised boxes used by students for growing flowers or vegetables).

4.4. <u>Access for Department</u>. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.5. <u>Access for Implementing Operation and Maintenance</u>. The entity or person responsible for implementing the operation and maintenance or repair activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance or repair activities until the Department determines that no further operation and maintenance activity is required.

4.6. <u>Inspection and Reporting Requirements</u>. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by June 30th of each year. The annual inspection report shall be in a form substantially similar to the Annual Inspection Report Template attached to this Covenant as Exhibit C. The annual inspection report must include the dates, times, and names of those who conducted the

inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.7 <u>Five-Year Review</u>. In addition to the annual reviews noted above, after a period of five (5) years from October 30, 2020 and every five (5) years thereafter, Owner shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. The annual reviews can be used to support the five-year review analysis. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner.

ARTICLE V ENFORCEMENT

5.1. <u>Enforcement</u>. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement) record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI

VARIANCE, REMOVAL AND TERM

6.1. <u>Variance from Environmental Restrictions</u>. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2 <u>Removal of Environmental Restrictions</u>. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 <u>Term</u>. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.1. <u>No Dedication Intended</u>. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2. <u>Recordation</u>. The Covenantor shall submit for recording this Covenant, with all referenced Exhibits, in the County of Los Angeles within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. <u>Notices</u>. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Long Beach Unified School District

Attention: Yumi Takahashi Chief Business & Financial Officer 1515 Hughes Way Long Beach, CA 90810

And

To Department: Javier Hinojosa Branch Chief Brownfields Restoration and School Evaluation Branch Brownfields and Environmental Restoration Program 5796 Corporate Avenue Cypress, California 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4. <u>Partial Invalidity</u>. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5. <u>Statutory References</u>. All statutory or regulatory references include successor provisions.

7.6. <u>Incorporation of Exhibits</u>. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: LONG BEACH UNIFIED SCHOOL DISTRICT

By: _____ Yumi Takahashi, Chief Business & Financial Officer Long Beach Unified School District

Date: _____

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: ____

Javier Hinojosa, Branch Chief Site Mitigation and Restoration Program

Date: _____

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 _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

personally appeared _______, 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,

_____ (seal) Signature of Notary Public

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 _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

personally appeared _______, 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,

_____ (seal) Signature of Notary Public

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT A LEGAL DESCRIPTION

THE PROPERTY REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AVALON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE UNSUBDIVIDED AREA OF THE TOWN OF AVALON, IN THE CI1Y OF AVALON, SANTA CATALINA ISLAND, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 67 ET SEQ., MISCELLANEOUS RECORDS OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT "B" OF THE BANNING TRACT, AS PER MAP RECORDED IN BOOK 72 PAGE 86, MISCELLANEOUS RECORDS OF SAID COUNTY; THENCE NORTH SEVENTY-ONE DEGREES (71°) THIRTY-EIGHT MINUTES (38') WEST FIVE HUNDRED THIRTY-EIGHT AND FIVE TENTHS (538.5) FEET TO THE TRUE POINT OF BEGINNING:

THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH FIFTY-THREE DEGREES (53°) THIRTY-ONE MINUTES (31') WEST TWENTY-SIX AND TWENTY-FIVE HUNDREDTHS (26.25) FEET; THENCE NORTH FIFTY-NINE DEGREES (59°) THIRTY-ONE MINUTES (31') WEST ONE HUNDRED FORTY (140) FEET: THENCE NORTH EIGHTY-EIGHT DEGREES (88°) ONE MINUTE (01') WEST TWO HUNDRED FOUR (204) FEET; THENCE NORTH SEVENTY-FOUR DEGREES (74°) THIRTY-ONE MINUTES (31') WEST ONE HUNDRED FIFTY-THREE (153) FEET; THENCE SOUTH TWENTY-FOUR DEGREES (24°) THIRTY-THREE MINUTES (33') WEST ONE HUNDRED SIXTY- TWO (162) FEET; THENCE SOUTH SIXTY-SEVEN DEGREES (67°) THIRTY MINUTES (30') EAST ONE HUNDRED FIFTY-THREE (153) FEET; THENCE SOUTH SIXTY-EIGHT DEGREES (68°) EAST TWO HUNDRED FIFTY (250) FEET; THENCE SOUTH FIFTY DEGREES (50°) THIRTY MINUTES (30') EAST TWO HUNDRED SIX (206) FEET; THENCE SOUTH SEVENTY-FIVE DEGREES (75°) EAST SEVENTY-NINE AND FORTY-TWO HUNDREDTHS (79.42) FEET; THENCE NORTH EIGHT DEGREES (8°) FORTY-TWO MINUTES (42') WEST THREE HUNDRED TWENTY AND THREE TENTHS (320.3) FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE ISLAND OF SANTA CATALINA, IN THE CITY OF AVALON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 80° 07' WEST, 1074.72 FEET FROM THE MOST SOUTHERLY CORNER OF LOT "B" OF THE BANNING TRACT, AS SHOWN ON MAP RECORDED IN BOOK 72, PAGES 96 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO THE CITY OF AVALON RECORDED ON APRIL 6, 1920, AS INSTRUMENT NO. 371, IN BOOK 7121, PAGE 291 OF DEEDS IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG THE SOUTHWESTERLY LINE OF THE LAND SO DESCRIBED IN SAID DEED AS FOLLOWS:

NORTH 65° 27' WEST 234 FEET AND NORTH 49° 03' WEST 220.23 FEET; THENCE NORTHEASTERLY IN A DIRECT LINE TO A POINT IN THAT COURSE IN THE NORTHEASTERLY BOUNDARY OF THE LAND DESCRIBED IN SAID DEED TO CITY OF AVALON, HAVING A BEARING AND LENGTH OF "SOUTH 7° 30' EAST 170 FEET' AND BEING DISTANT NORTH 7° 30' WEST 81.80 FEET FROM THE SOUTHERLY TERMINUS OF SAID COURSE; THENCE ALONG SAID BOUNDARY AS FOLLOWS: SOUTH 7° 30' EAST 81.80 FEET, SOUTH 52° 20' EAST 170 FEET, SOUTH 77° 47' EAST 202.98 FEET AND SOUTH 24° 33' WEST, 153.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PORTIONS OF LOT 1 AND LOT 3, BLOCK 23, OFFICIAL MAP OF THE CITY OF AVALON, SANTA CATALINA ISLAND, IN THE CITY OF AVALON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1 PAGE 31 ET SEQ., OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 6 OF SAID BLOCK 23; THENCE NORTHEASTERLY ON A PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 6, NORTH 24° 53' EAST 89.42 FEET; THENCE NORTH 70° 45' WEST 238.09 FEET; THENCE NORTH 65° 37'

19" WEST 170.35 FEET, MORE OR LESS, TO A POINT ON THE COMMON LOT LI NE BETWEEN SAID LOT 3 AND SAID LOT 6; THENCE SOUTHERLY ALONG SAID COMMON LOT LINE, SOUTH 7° 10' EAST 81.80 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 3; THENCE CONTINUING SOUTHEASTERLY ALONG THE COMMON LOT LINE BEn/1/EEN SAID LOT 6 AND SAID LOT 1, SOUTH 52° 00' EAST 170.00 FEET AND SOUTH 77° 27' EAST 203.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PORTION OF LOT 2, BLOCK 24, OFFICIAL MAP OF THE CITY OF AVALON1 SANTA CATALINA ISLAND1 IN THE CITY OF AVALON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1 PAGE 31 AT SEQ., OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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WEST 220.23 FEET; THENCE SOUTHWESTERLY INTO SAID LOT 2, SOUTH 38° 31' 20" WEST

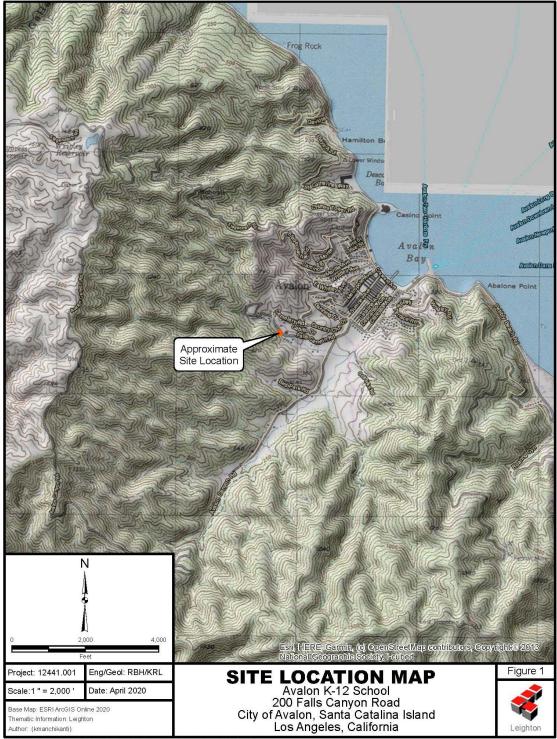
39.38 FEET; THENCE SOUTH 32° 33' EAST 182.61 FEET; THENCE SOUTH 20° 33' 40" WEST

70.16 FEET; THENCE SOUTH 37° 01' 05" EAST 135.11 FEET; THENCE SOUTH 73° 04' EAST

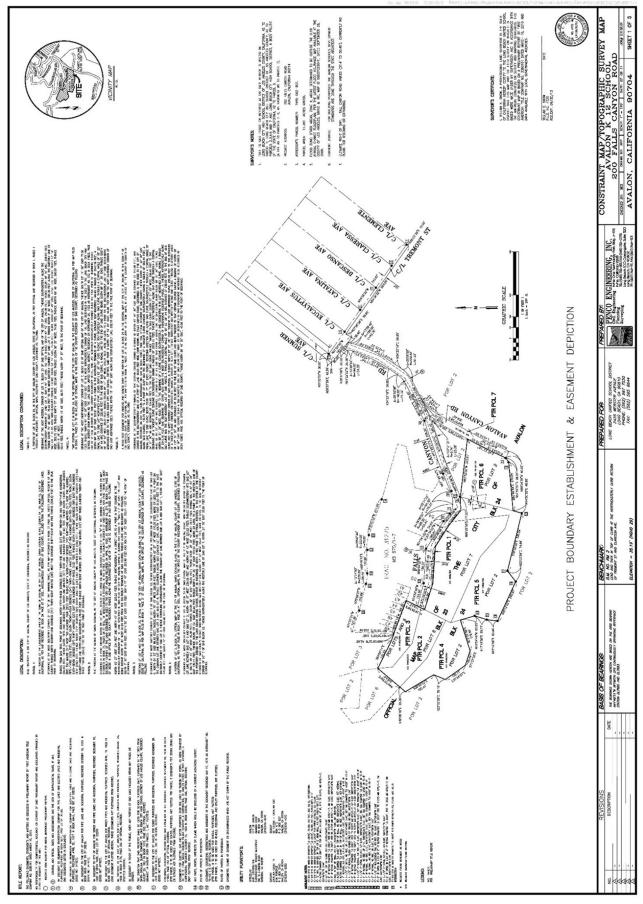
85.44 FEET; THENCE NORTH 70° 46' 10" EAST 179.53 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE PROPERTY DEEDED TO THE LONG BEACH UNIFIED SCHOOL DISTRICT AS RECORDED IN BOOK 11822 PAGE 162, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE, NORTH 17° 37' WEST 55.42 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 7 OF SAID BLOCK 23; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 7, NORTH 24° 53' EAST 30.36 FEET TO THE POINT OF BEGINNING.

APN: 7480-002-907

EXHIBIT B SITE LOCATION MAP & ASSESSOR'S PARCEL MAP



Map Saved as V:VDrafting\12441\001\Maps\12441-001_F01_SLM__2020-04-22.mxd on 4/22/2020 3:08:53 PM



005297.00138 30952595.7

EXHIBIT C ANNUAL INSPECTION REPORT TEMPLATE

Exhibit C ANNUAL INSPECTION REPORT TEMPLATE

_____, ____ [Month Date, Year]

Mr./Ms._____[Name] Branch Chief Brownfields Restoration and School Evaluation Branch Brownfields and Environmental Restoration Program 5796 Corporate Avenue Cypress, California 90630

Subject: Avalon School Campus 200 Falls Canyon Rd, Avalon, CA 90704 DTSC Site Code 60001560, Annual Inspection Report

To Whom It May Concern:

The purpose of this letter is to provide the Department of Toxic Substances Control (DTSC) with an annual inspection report, as required by the Land Use Covenant and Agreement, Environmental Restrictions (Covenant) dated Month [Day], 2021 recorded for the Avalon School Campus at 200 Falls Canyon Road, Avalon (Property), as described in Exhibits A and B of the Covenant. The Covenant requires the Covenantor or successor to report annually on compliance with the Covenant concerning the Avalon School Campus.

LAND USE COVENANT ANNUAL INSPECTION REPORT

Site name: Avalon Property

Site address: .

Portion of Site Subject to this Land Use Covenant:

Avalon School Campus 200 Falls Canyon Road, Avalon CA 90704 (Property), as described in Exhibits A and B of the Covenant.

DEFINITIONS:

RESTRICTED PROPERTY SHALL MEAN THE AVALON SCHOOL CAMPUS AT 200 FALLS CANYON ROAD, AVALON, CA 90704 (PROPERTY), LEGALLY DESCRIBED IN EXHIBITS "A" AS:

THE PROPERTY REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AVALON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE UNSUBDIVIDED AREA OF THE TOWN OF AVALON, IN THE CI1Y OF AVALON, SANTA CATALINA ISLAND, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 67 ET SEQ., MISCELLANEOUS RECORDS OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

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THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH FIFTY-THREE DEGREES (53°) THIRTY-ONE MINUTES (31') WEST TWENTY-SIX AND TWENTY-FIVE HUNDREDTHS (26.25) FEET; THENCE NORTH FIFTY-NINE DEGREES (59°) THIRTY-ONE MINUTES (31') WEST ONE HUNDRED FORTY (140) FEET: THENCE NORTH EIGHTY-EIGHT DEGREES (88°) ONE MINUTE (01') WEST TWO HUNDRED FOUR (204) FEET; THENCE NORTH SEVENTY-FOUR DEGREES (74°) THIRTY-ONE MINUTES (31') WEST ONE HUNDRED FIFTY-THREE (153) FEET; THENCE SOUTH TWENTY-FOUR DEGREES (24°) THIRTY-THREE MINUTES (33') WEST ONE HUNDRED SIXTY- TWO (162) FEET; THENCE SOUTH SIXTY-SEVEN DEGREES (67°) THIRTY MINUTES (30') EAST ONE HUNDRED FIFTY-THREE (153) FEET; THENCE SOUTH SIXTY-EIGHT DEGREES (68°) EAST TWO HUNDRED FIFTY (250) FEET; THENCE SOUTH FIFTY DEGREES (50°) THIRTY MINUTES (30') EAST TWO HUNDRED SIX (206) FEET; THENCE SOUTH SEVENTY-FIVE DEGREES (75°) EAST SEVENTY-NINE AND FORTY-TWO HUNDREDTHS (79.42) FEET; THENCE NORTH EIGHT DEGREES (8°) FORTY-TWO MINUTES (42') WEST THREE HUNDRED TWENTY AND THREE TENTHS (320.3) FEET TO THE TRUE POINT OF BEGINNING.

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APN: 7480-002-907

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 505296 SQUARE FEET (11.6 ACRES). MORE OR LESS.

ALL AS SHOWN ON "SITE PLAN", ATTACHED AS EXHIBIT "B" TO THE LAND USE COVENANT RECORDED ON February ___. 2021. (Hereinafter referred to as "RESTRICTED PROPERTY").

Current Site owner:

Date and times of inspection:

Name(s) of individual(s) who performed inspection:

How inspection observations were made (e.g., drive-by, fly-over, walking the Property)

- Since the last annual inspection on [INSERT DATE], has there been any soil-disturbing activities (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) on the RESTRICTED PROPERTY? Was evidence of soil-disturbing activities observed on the RESTRICTED PROPERTY during the inspection?
 - ____ Yes ____ No

1.a. If the answer to question 1 is "yes," did the soil-disturbing activities occur in known areas that have been remediated?

____ Yes ____ No

1.b. If the answer to question 1 is "yes," did the soil-disturbing activities occur in areas outside of known areas that have been remediated?

____ Yes ____ No

1.c. If the answer to question 1.a. is "yes," did the activity follow a Soil Management Plan preapproved by the DTSC?

- ____ Yes ____ No
- Since the last annual inspection on [INSERT DATE], has there been any drilling on the RESTRICTED PROPERTY? Is evidence of drilling observed on the restricted property during the inspection?

____ Yes ____ No

Since the last annual inspection on [INSERT DATE], has there been any ground water extraction or removal from beneath the RESTRICTED PROPERTY? Was evidence of groundwater extraction or removal observed on the RESTRICTED PROPERTY during the inspection?
 Yes ____ No

If the response to any of the above questions identifies any violation at the RESTRICTED PROPERTY, describe the circumstances and steps taken to correct the violation and return to compliance. Was DTSC notified of the violation within 10 calendar days?

____ Yes ____ No

Photos should be attached to this report that shows the use of the RESTRICTED PROPERTY at the time of the inspection.

I certify under penalty of law this document and all attachments were prepared by me or under my direction or supervision. With the exception of any areas of non-compliance noted above, all uses and activities on the RESTRICTED PROPERTY were found to be in compliance with the restrictions and requirements of the Covenant. Based on my personal knowledge or inquiry of the person or persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Signature of Property Owner or Representative

Date

Print Name

Title

BOARD OF EDUCATION LONG BEACH UNIFIED SCHOOL DISTRICT

SUBJECT:	Equity Policy Development Update	Enclosures: <u>None</u>
CATEGORY:	New Business	Reason for Board Consideration: <u>Information</u>
		Date: <u>April 14, 2021</u>

BACKGROUND:

On July 20, 2020, the Board of Education unanimously approved the establishment of a district equity leadership team tasked with making recommendations for policy, practices, funding and future initiatives.

RECOMMENDATION:

Staff will provide an update on the establishment of an equity leadership team and seek input from the Board of Education on the composition of the team and consider other recommendations.

Approved and Recommended:

Dr. Jill A. Baker Superintendent of Schools