FINDINGS OF FACT

During the course of this investigation, we interviewed several witnesses and reviewed numerous documents (including but not limited to emails, accounting documents, facilities use permits, California Secretary of State, Franchise Tax Board, and Attorney General documents,) Board meeting videos, and Board policies. Based on this information, we have found the following specific facts relevant to the complaint:

(Note: This investigation report does not include legal analysis or conclusions regarding the referenced complaint(s), nor does it determine what actions should be taken by the District, if any. The investigator(s) analyzed the facts and determined whether there was sufficient evidence to support the allegation(s) under a preponderance of the evidence standard. Preponderance of the evidence, for the purposes of this report, means the evidence on one side outweighs, or is more than, the evidence on the other side.)

CHARLENE TABET

Alleged Influence, Intimidation, and Threats by Ms. Tabet

Allegation: Former Board Member and President of Burbank Vikings Youth Sports, Inc. Charlene "Char" Tabet used her position as BUSD board member to intimidate, influence, and threaten BUSD employees.

Based on statements from multiple witnesses, there is sufficient evidence to show Ms. Tabet used her position as Board member to intimidate, influence, or threaten BUSD employees to procure facilities, provide employment opportunities for acquaintances, process SSS LLC invoices, and receive awards from the Burbank High School 115th Anniversary event.

Facilities Use

- Former Chief Administrative Officer Andrew Cantwell said Ms. Tabet "would threaten and intimidate" [redacted], who was in charge of approving the facilities use permits.
- Mr. Cantwell recalled, "She [Ms. Tabet] would have us [BUSD] revoke permits and give the [Vikings] organization preferential permitting." Mr. Cantwell said, "She [Ms. Tabet] would get other groups booted off the field for football."
- Mr. Cantwell said this was "blurring the line of when she [Ms. Tabet] was doing that [giving field use directives] as a Board member versus as Vikings president."
- Mr. Cantwell said, "She [Ms. Tabet] used her role as a Board member to get preferential treatment for facilities use."
- [redacted] said Ms. Tabet is not shy; if she ([redacted]r) could not provide a field to Ms. Tabet, she would go talk to the athletic director or assistant principal to obtain use of the field she wanted. [redacted] said Ms. Tabet knew how to use her "Board muscle."

- [redacted] stated, "She [Ms. Tabet] would always try to leverage her position as a Board member to gain favor and more priority access [for field use]."
- [redacted] said Ms. Tabet contacted the school sites directly and spoke with the assistant principal and athletic directors, claiming to need the fields, and demanding they "kick off" any third parties who were using the site. [redacted] said, "It was almost a bully mentality." [redacted] said BUSD employees did not feel comfortable saying "no" to Ms. Tabet.

Specialized Support Services LLC (SSS LLC)

- [redacted] said, "During this time, Char [Tabet] knew I was uncomfortable with this situation. When Char [Tabet] would give me the invoice, she [Ms. Tabet] would say, 'You are not comfortable doing this, are you?' and I would say, 'No, I am not' and she [Ms. Tabet] would say, 'Well ultimately John [Paramo] and I [Ms. Tabet] are your [redacted] boss.'"

115th Burbank High School Anniversary and Award to Ms. Tabet

- [redacted] recalled, "I said [to Ms. Tabet], 'What have you done that I can tell the committee about?' and she [Ms. Tabet] said, 'I am on the damn Board.' I said, 'I cannot just give that [award] to you because you are on the Board' and then she [Ms. Tabet] said, 'I am a property owner and I run some Airbnb's. She [Ms. Tabet] told me that she has a house in Havasu that she Airbnb's."
- [redacted] stated, "She [Ms. Tabet] said, 'You want to have a football [game]?' And then she [Ms. Tabet] said, 'I can tell you this, if I don't get that award then you are not going to have that football game.' I was angry and I hung up on her [Ms. Tabet]."
- When asked, [redacted], "She [Ms. Tabet] did get the award. I didn't want to do it but I knew we would not get the football game or the event at all. I brought it to my committee and we all voted and we all agreed we had to do it. We went through the 115th years of BHS and we selected graduates who had gone on to do something big. We had band member of Randy Rhodes from Ozzy Osborne, Debbie Reynolds, Alice from I think it was Mel's Diner, the voice from Alice in Wonderland and then we had Char Tabet."

Influence for Other Events

- When asked whether he is aware of intimidation or interference by Ms. Tabet, Board Member Armond Aghakhanian, Ed.D. mentioned the naming of the Burbank High School field. Dr. Aghakhanian said he thought it was strange that the field is named after "people who are still alive, and worked for the District. Charlene [Tabet] was

very adamant about this." (Note: In 2019, the stadium was renamed Kemp-Kallem Field, after former school icons Dave Kemp and Frank Kallem.[31])

- When asked about Ms. Tabet intimidating employees, Board President Abigail "Abby" Pontzer Kamkar said, "I never witnessed it, but I heard, second hand from John [Paramo] or others, that Char [Tabet], mostly Char [Tabet], maybe a little bit of Armond [Aghakhanian, Ed.D.] were trying to get things done because of their position. Kind of step in where they shouldn't." Ms. Pontzer Kamkar said people questioned how friends of Ms. Tabet and Dr. Aghakhanian were assigned to committees after the deadlines expired.
- When asked about concerns of Ms. Tabet intimidating BUSD employees, Board Vice President Emily Weisberg, Ed.D. said, "Facilities said, 'If you were friends with Char [Tabet], you were golden, and if you weren't [friends with Ms. Tabet], nothing good was going to come your way."

[redacted]

[31] Riggio, Jim. "Burbank High Dedicates Kemp-Kallem Field." myBurbank. May 6, 2019.

[redacted]

Allegations of Ms. Tabet's Personal Financial Transactions with BUSD Staff

Allegation: Ms. Tabet used her position as BUSD Board member to request loans from employees and other Board members.

Based on witness statements, there is sufficient evidence to show that Ms. Tabet requested loans from a least one BUSD employee and two BUSD Board members on unknown dates in 2024-2025. [redacted]

- [redacted] recalled, "There was a time she [Ms. Tabet] borrowed $5,000 from me when I was new in the job. I said, 'Oh, well I didn't have any warning.' It was my boss' boss, so I said [to Ms. Tabet], 'Can you sign me an IOU [I owe you].' She [Ms. Tabet] did return the money and I didn't have to chase her [Ms. Tabet] down for it. I felt icky about it [loaning money to Ms. Tabet]."
- When asked, Ms. Cano said Ms. Tabet approached her for a loan in August 2024. Ms. Cano stated, "I loaned her [Ms. Tabet] money. She [Ms. Tabet] said she needed to pay for a mortgage on a property until rent money came in. She said she needed five thousand dollars [$5,000] and I told her I could not loan that much. I offered one thousand [$1,000] and said I needed it back in one month. I asked her for an email documenting it [the $1,000 loan]. When the month was up, I asked her [Ms. Tabet] where the money was, and she paid me back that day."
- Ms. Pontzer Kamkar said that in late June or early July 2025, she saw [redacted] who told her Ms. Tabet once asked to borrow money from her [redacted] but she (Ms. Pontzer Kamkar) could not recall whether [redacted] gave the money to Ms. Tabet. Ms. Pontzer Kamkar said she believes Ms. Cano and [redacted] have both mentioned that Ms. Tabet asked to borrow money.

Allegations Regarding Ms. Tabet's Relationships with BUSD Employees

Allegation: Ms. Tabet had close and possibly inappropriate relationships with BUSD employees.

Based on witness statements there is sufficient evidence to show it is likely that Ms. Tabet had personal relationships with some BUSD employees, however, due to a lack of corroborating and/or factual evidence, there is not sufficient evidence to show that Ms. Tabet had inappropriate relationships with BUSD employees.

- [redacted]

- When asked about the relationship between Ms. Tabet and [redacted], Mr. Cantwell said they were "very close;" they travelled and celebrated holidays together. Mr. Cantwell said Ms. Tabet went to [redacted] house to "talk" on that Tuesday night (June 3, 2025).
- [redacted] said Ms. Tabet has a relationship with "another guy, [redacted]," although she does not know does not know the "extent" of their relationship.
- Former Assistant Superintendent of Human Resources Sarah Rudchenko, Ed.D. said, "From what I heard and what appeared to me, [redacted] did have a personal relationship with Char Tabet."
- When asked whether Ms. Tabet socialized with BUSD employees, or had personal or romantic relationships with Facilities Department employees, Ms. Pontzer Kamkar said she heard these comments from Dr. Paramo and Dr. Weisberg. Ms. Pontzer Kamkar said, "It was common knowledge."
- Ms. Cano said Ms. Tabet drove to the sites and she was the passenger. Ms. Cano recalled that when they arrived at Dolores Huerta Middle School (DHMS), Ms. Tabet spoke with some people at the site and told me she took some of the workers to her house in Lake Havasu. [redacted]
- Ms. Cano said, "Char [Tabet] never talked about romantic relationships. We weren't that close of friends. The relationships she talked about seemed like buddy-buddy but too familiar as far as I am concerned."

Allegations Regarding Ms. Tabet's Personal Residential Properties

Allegation: Ms. Tabet requested work be performed at her personal residence by BUSD employees during work hours.

Based on witness statements, there is sufficient evidence to show that Ms. Tabet asked BUSD employees to complete work at her personal residence during an unknown time period. As this was not the main focus of this investigation, additional details would need to be investigated to determine if BUSD employees worked at Ms. Tabet's personal residence during their work hours, and if so, to ascertain whether they used BUSD owned equipment or parts to complete the work.

- [redacted] recalled that on an unknown date during work hours, [redacted] drove him to Ms. Tabet's house [redacted]. [redacted] said Ms. Tabet's home remodel included [redacted] performing work on the air conditioning unit on the roof of Ms. Tabet's house. [redacted] stated, "He [redacted] was an A/C [air conditioning] guy. I am not sure how they [redacted] and Ms. Tabet] made this arrangement. He [redacted] asked me for help and I thought we were going to Miller, and then we wind up at her [Ms. Tabet's] house. He [redacted] just asked

me for help. I assumed it was at Miller [Elementary School] because of the route we were going."

- [redacted] reported that Ms. Tabet asked him if he could perform drywall work, which he agreed to but performed Ms. Tabet's residential project on the weekends.
- [redacted] said [redacted] was the only District employee he witnessed working at Ms. Tabet's home during work hours. [redacted] said [redacted] also performed work at Ms. Tabet's properties, but he was not sure if it was during work hours.
- When asked whether Board members asked maintenance workers do work at personal residences or properties owned by the Board member, [redacted] said he did not witness this happening.
- [redacted] said she heard that "some of the guys [from Facilities]" went to Ms. Tabet's home to perform repair work, but said she has no firsthand knowledge. [redacted] said she heard repair work at Ms. Tabet's house took place during District hours.
- When asked whether she heard about employees doing work at Ms. Tabet's home, Ms. Pontzer Kamkar said, "I have not heard that. [redacted]."

Allegations Concerning Use of District Vendors for Ms. Tabet's Personal Gain

Allegation: Charlene Tabet used BUSD District relationships for Non-District purposes.

Based on witness statements, there is sufficient evidence to show that Ms. Tabet used District vendors for personal gain.

- When asked about the Christmas tree lot, [redacted] said that in 2018, Ms. Tabet used Sunbelt Rental (Sunbelt) for equipment "but she [Ms. Tabet] used the BUSD account. She [Ms. Tabet] never paid the bill, and they [Sunbelt] kept sending us [BUSD] the invoice." [redacted] recalled BHS told Ms. Tabet she needed to pay the invoice because she rented the equipment. [redacted] said although she sent multiple emails to Ms. Tabet, she (Ms. Tabet) never responded. [redacted] said that in her "final email" to Ms. Tabet, she ([redacted]) copied [redacted] explaining that Sunbelt was threatening to freeze the BUSD account.
- [redacted] explained that the District rents trucks and tools when needed. [redacted] recalled that the District was notified one vendor was "shutting them off" for non-payment. [redacted] said [redacted] called the vendor and learned it was due to a rental by Ms. Tabet.
- [redacted] said Ms. Tabet paid the bill, but the bill still showed the District was the responsible party.
- When asked about storage containers at school sites, [redacted] said, "I came to know about that [the storage containers] after everything that has come up [in this

investigation]." [redacted] said he knows of storage containers at BHS. [redacted] said, "I think there were two that belonged to Vikings/Char [at BHS]. We also came to find out that those storage containers were part of the Christmas tree set up that were being utilized. Burbank city power [Burbank Water and Power] came to look at [the BHS site]. From what I understand, there was Christmas tree lot stuff inside [one storage container] and the other one [storage container] had Vikings supplies. Also, I found out that the storage containers were owned by a separate company that did not get paid, and about eleven thousand dollars [$11,000] is owed [by Ms. Tabet]."

- Mr. Cantwell said two forty-foot storage containers are placed on District property in the area of Ms. Tabet's Christmas tree lot and Ms. Tabet "had keys and access to use [them] as storage." Mr. Cantwell said that these storage containers are placed at BHS and the District has no documentation about what is being stored inside. Mr. Cantwell said that about two weeks ago (week of June 9, 2025), he and [redacted] opened the storage container and "it was all Vikings stuff, and Christmas tree stuff, and some of her [Ms. Tabet's] personal stuff."
- [redacted] recalled that [redacted] allowed Ms. Tabet to use storage containers to store items at Horace Mann Child Development Center (Horace Mann) and Burbank High School (BHS). [redacted] reported that sometime in the last year, he was asked to pick the lock on the storage container at BHS because Ms. Tabet lost her key. [redacted] said he did not look inside the storage container but believes Christmas tree items were inside.

JOHN PARAMO, ED.D.

Specialized Support Services, LLC (SSS LLC), Consultant

Allegation: Former Superintendent John Paramo, Ed.D. knew Specialized Support Services, LLC was owned by Ms. Tabet.

Based on witness statements and a document review, there is sufficient evidence to show Dr. Paramo knew or should have known that Ms. Tabet was the owner of Specialized Support Services, LLC.

Dr. Paramo's Knowledge of SSS LLC Contract

- Mr. Cantwell stated, "He [Dr. Paramo] brought up an example that occurred six months after this agreement [Specialized Support Services, LLC contract] had been signed. I told him again that [redacted] said he [Dr. Paramo] knew Char [Tabet] was going to be doing the work and not Char's daughter [Ms. Weist]. He [Dr. Paramo] again denied it. I told him that [redacted] confided in [redacted], and John [Paramo] went silent. John [Paramo] then asked if he needed an attorney. I told him as a friend that if he felt it was prudent, then I encourage it. I told him the Board requested a closed session for the next day [unknown date]."
- When asked if it was possible for the superintendent to say they did not know anything about an agreement that was on the Board agenda, [redacted] said, "Oh no. No way."

- [redacted] explained, "It is not possible for anyone to put anything on the [Board] agenda without the superintendent knowing. It cannot happen, so for John [Paramo] to say she [redacted] put this on the [Board] agenda without him knowing, is not possible. It [the Board agenda] is looked at by multiple people and the superintendent."
- [redacted] said she wondered why Dr. Paramo brought Mr. Cantwell in to investigate if he (Dr. Paramo) knew about the SSS, LLC contract. [redacted] stated she was completely confused. [redacted] said, "There are layers to all this."
- Dr. Rudchenko stated, "I do recall that John [Paramo] and [redacted] each had a role in this. There were conflicting stories between John [Paramo] and [redacted]. It was recommended that we should place [redacted] on leave while we investigate. It was not clear. So, we discussed that we were going to contact the Burbank Police Department."
- Dr. Rudchenko said, "Andy [Cantwell] asked her [redacted] if this was in John's [Paramo's] character to do this and she [redacted] said it was not, but she could see he [Dr. Paramo] wanted to help Char [Tabet]."
- [redacted] said, "In early August [2024], John [Paramo] met with Char [Tabet] behind closed doors." [redacted] recalled both Dr. Paramo and Ms. Tabet approached her desk after exiting the meeting, and Ms. Tabet said "BreeAnn [Weist] had a company that provides clerical support." [redacted] said Dr. Paramo directed her to work with Ms. Tabet to secure paperwork, including the consultancy agreement and W-9 for Ms. Weist's company, Specialized Support Services, LLC (SSS LLC).
- [redacted] said, "While communicating with her [Ms. Tabet] and gathering the documents, I suspected that her [Ms. Tabet's] daughter [Ms. Weist] would not be doing the work. When I asked to communicate with her [Ms. Weist] directly, Char [Tabet] said her daughter [Ms. Weist] 'lived far away,' and it would be hard for her [Ms. Weist] to bring the paperwork. Char [Tabet] said the same thing when I tried to connect her [Ms. Weist] with HR. Char [Tabet] said she could go to HR and get the paperwork for BreeAnn [Weist for SSS LLC]. I never spoke with or emailed with BreeAnn [Weist] directly."

Dr. Paramo's Knowledge of SSS LLC Workers

- Mr. Cantwell said, "I [initially] had been communicating with John [Paramo] as if he was not involved because he told me repeatedly that he had no idea that Char [Tabet] was the one doing this. He [Dr. Paramo] said he knew Char's daughter [Ms. Weist] was doing it [the work] and did not have a problem with it. He [Dr. Paramo] said [redacted] told him, 'The work was getting done,' and 'There were no issues with the contract,'"
- Dr. Rudchenko stated, "He [Dr. Paramo] said, 'I checked out if it was a conflict of interest for working with Char's [Tabet's] daughter [Ms. Weist]. I can be accountable

for that. I entered into an agreement trusting that Char's [Tabet's] daughter [Ms. Weist] was doing the work."

- Dr. Rudchenko recalled, "He [Dr. Paramo] adamantly denied that he knew it was Char [Tabet] doing the work. He [Dr. Paramo] said he was just trying to help [redacted] and he thought it was her [Ms. Tabet's] daughter."
- Dr. Rudchenko said [redacted] showed her the entity formation documents for SSS, LLC which included Ms. Tabet's name, and reflected a formation date in December 2024. (Note: SSS, LLC was formed with the California Secretary of State on December 5, 2024.)
- Dr. Rudchenko recalled that Dr. Paramo questioned, "Why would I stick my neck out? This all came from [redacted] and I just wanted to help. I did not see how much money was being paid out. I was only asking about the work." Dr. Rudchenko said she is uncertain whether Dr. Paramo signed the SSS, LLC invoices; however, "if he [Dr. Paramo] signed them [SSS, LLC invoices], he would have known."
- Ms. Ponter Kamkar said, "I reminded Dr. Paramo of our conversation about wanting to help Char [Tabet financially] and bringing in her daughter [Ms. Weist] to do the work." Ms. Pontzer Kamkar said she asked Dr. Paramo, "'Is this what you were talking about?' And he [Dr. Paramo] said, 'No, no, this is all [redacted] doing.' He [Dr. Paramo] basically was denying it."
- [redacted] said that around August 2024, she was "there" when Ms. Tabet met with Dr. Paramo about the SSS LLC contract. [redacted] said [redacted] approached her [redacted] later, prior to the (September 5, 2024) Board meeting, and told her the SSS LLC contract involved Ms. Tabet's daughter, BreeAnn Weist. [redacted] said [redacted] stated BUSD was hiring SSS LLC "but Char [Tabet] was going to be doing some of the work."

Dr. Paramo's Knowledge of SSS LLC's Alleged Failure to Perform Services

- [redacted] said, "It was one thing that she [Ms. Tabet] was getting paid for work but I didn't know that they [BUSD] were giving her [Ms. Tabet] money with no work [Board minutes] being done. So, when Andy [Cantwell] said that, I said, 'Does John [Paramo] know?' And he said, 'No. He doesn't know.'"
- Dr. Rudchenko reported, "John [Paramo] said it was never intended to give money for nothing."
- Mr. Cantwell said, "After the whole creation of the arrangement was made, John [Paramo] legitimately thought the work was getting done. [redacted] kept saying, 'Yes, the work is getting done.' [redacted] was the one approving payments [to SSS LLC]."
- Mr. Canwell stated, "My impression was that a few people knew about it [the clerical contract] but likely John [Paramo] truly thought the work was getting done. I think [redacted] was the only one who knew that the work [Board minutes] wasn't

really being done. I think that John [Paramo] didn't know how much it cost to do minutes. He just knew that [redacted] couldn't do it [prepare the Board minutes because of her other job responsibilities]."

- Dr. Rudchenko stated, "John [Paramo] said, 'I have zero to gain. Char [Tabet] told me it was her daughter [Ms. Weist]. I did not give money for work that was not done. We are not friends and we do not hang out."
- [redacted] said, "John [Paramo] asked me, 'Are we getting the minutes?' And I said, 'Nope we are not.' [redacted] also told him [Dr. Paramo] we were not receiving the minutes."

Isaiah Knoll, Consultant

Dr. Paramo's Alleged Knowledge of former Consultant Athletic Trainer Isaiah Knoll's Credentials and Experience

Allegation: Dr. Paramo arranged to hire his personal trainer (Isaiah Knoll) to perform athletic training tasks and knew Mr. Knoll did not have the appropriate certifications to qualify for this position.

Based on witness statements and document review, there is sufficient evidence to show that Dr. Paramo arranged to hire his personal trainer, Isaiah Knoll, as an "athletic trainer" for the high schools even though Mr. Knoll was not a certified athletic trainer.

- [redacted] recalled that Dr. Paramo attached information regarding Mr. Knoll's education and work experience as a group fitness instructor and private trainer at multiple gyms. [redacted] said Mr. Knoll pursued a college education in kinesiology but did not have a degree.
- [redacted] recalled, "It [Mr. Knoll's experience] raised a lot of concern, but I am trusting John [Paramo]."
- [redacted] said he thinks it was about a week later when Dr. Paramo asked him to begin the paperwork for a consulting agreement with Mr. Knoll, which was "the first time I reiterated my disagreement with this option. I said, 'I am saying this to protect you [Dr. Paramo] and the District. He [Dr. Paramo] threatened me with my professional existence in Burbank Unified [BUSD]."
- Dr. Rudchenko recalled that she was with Mr. Cantwell when he talked with the high school principals. Dr. Rudchenko said she believed John Burroughs High School (JBHS) [redacted] did not want Mr. Knoll because he (Mr. Knoll) was not certified as an athletic trainer.
- [redacted] recalled that initially when they met with Dr. Paramo, she thought former Consultant Athletic Trainer Isaiah Knoll was an athletic trainer, but when she met Mr. Knoll, she learned he was "only a personal trainer," which is "very different."

- [redacted] stated, "Normally applications [for positions in athletics] come through me, but with [Mr.] Knoll, he was instantly hired and I never saw a resume." [redacted] stated, "It [Mr. Knoll] was Dr. P's [Dr. Paramo's] personal trainer if you want the tea [gossip]. I red-flagged it [Mr. Knoll's contract] and looked him up." [redacted] recalled that Mr. Knoll was "really young and he is not qualified to tape an ankle or give ice." [redacted] said, "We [BHS] were putting ourselves at risk" and [redacted] was "putting his own license in jeopardy [by allowing Mr. Knoll to work with student athletes]."
- [redacted] said she really enjoyed working under Dr. Paramo, and "he was here to serve the students," and "the trainer thing" was the one time she felt Dr. Paramo was doing something to help Mr. Knoll. [redacted] said, "This guy [Mr. Knoll] was making the same [financial compensation as an athletic trainer] but couldn't have been used in the same capacity."
- [redacted] said when she learned the consultant was Mr. Knoll, she looked him up on the national website for certified athletic trainers (www.bocatc.org), and Mr. Knoll was not listed. [redacted] said a school athletic trainer provides medical care and should be certified. [redacted] said she then reviewed Mr. Knoll's social media and learned he was a personal trainer, which she reported to her administrators, who then notified the District administration. [redacted] stated, "We didn't want him [Mr. Knoll] coming to our school [JBHS]."

Dr. Paramo's Alleged Knowledge of Mr. Knoll's Services at High Schools

- Dr. Rudchenko said, "John [Paramo] seemed not to know anything about the fact that Isaiah [Knoll] was not going to JBHS. [redacted] [redacted] did seem to know at that meeting. When looking back, I know there was a problem because he [Mr. Knoll] started working before his fingerprints were done. HR [human resources] never cleared him [Mr. Knoll] prior to starting [work under the consulting agreement]." (Note: Mr. Knoll's consultant agreement for instructional services was voted on at the November 7, 2024 Board meeting.)
- Mr. Cantwell said that during the May 1, 2025 Board meeting, athletic trainer concerns were publicly expressed. Mr. Cantwell recalled, "In that meeting, John [Paramo] said he had no idea that Mr. Knoll was only going to one [school] site and didn't know why [John] Burroughs [High School (JBHS)] was not using him [Mr. Knoll]." Mr. Cantwell explained, "The Burroughs [JBHS staff] were complaining. Why were we hiring a third trainer when we historically only had two?"

Allegations Regarding Truck Purchase for Dr. Paramo

Allegation: Dr. Paramo intended to have the BUSD Facilities Department purchase a truck which would be fully depreciated and then sold to Dr. Paramo.

Based on witness statements, there is sufficient evidence to show that Dr. Paramo was discussing the possibility of having the Facilities Department purchase a truck that he could purchase from the District once it had been depreciated. There is no evidence to

suggest that Dr. Paramo purchased a truck from the District prior to his resignation in June 2025.

- [redacted] recalled discussions about Dr. Paramo getting a "brand new truck," and Mr. Cantwell suggested he could get a vehicle with bond funds for use by the project managers until Dr. Paramo retires, "then John [Paramo] could buy it from the District after three years when it had been depreciated at a lower value."
- [redacted] said, "John [Paramo] told me about this in his office and he was designing this vehicle on his computer. [redacted] was aware of that too." [redacted] recalled that a black Dodge RAM truck with chrome, and a Ford Maverick were being considered. [redacted] said, "This [truck purchase] was in the talking phase. It was [discussed] all over Facilities [Department staff] that this [truck purchase] was going to happen."
- When asked, [redacted] said that at one point, [redacted] asked to purchase a vehicle, but it was a Facilities Department (Facilities) vehicle. [redacted] said [redacted] told her that Facilities bought an electric or hybrid truck and once Facilities was "done with it," it was to be purchased by Dr. Paramo. [redacted] said, "I think it was that same truck. I think it might have been a Ford. I don't know. I think they [Facilities] did purchase it."
- When asked about a vehicle purchase for Dr. Paramo, [redacted] said, "I heard rumblings about a vehicle purchase that Dr. Paramo would purchase [from the District] after it was depreciated. Nothing concrete. Knowing what I know about Dr. Paramo it would not shock me."
- When asked about a possible truck purchase by the Facilities Department that would later be purchased by Dr. Paramo after it had been depreciated, Mr. Cantwell said, "Those details not exactly. No actions were taken by the district. He [Dr. Paramo] joked that he wanted to get a big pickup truck. There was more than one occasion that he would joke about using bond money to purchase a truck, and that once it wasn't needed he would purchase it." When asked, Mr. Cantwell stated, "I never gave directives to [redacted] to this and there was never suggestion that he [Dr. Paramo] would get rights to purchase a truck." Mr. Cantwell said it was never a serious conversation and he thought Dr. Paramo was just joking about it. Mr. Cantwell said, "I never took it seriously." When asked who brought the idea up, Mr. Cantwell reiterated that Dr. Paramo brought it up in a joking manner. Mr. Cantwell said, "I never took it seriously.

[redacted]

Specialized Support Services, LLC (SSS LLC)

Allegation: [redacted] *was aware of the Specialized Support Services, LLC (SSS LLC) contract and that Ms. Tabet owned SSS LLC.*

Based on witness statements, there is sufficient evidence to show that [redacted] was aware of the SSS LLC contract from its inception and that she also became aware that Ms. Tabet owned or was the person responsible for SSS LLC.

[redacted] ***Knowledge of SSS LLC Contract***

- [redacted] said, "In early August [2024], John [Paramo] met with Char [Tabet] behind closed doors." [redacted] recalled both Dr. Paramo and Ms. Tabet approached her desk after exiting the meeting, and Ms. Tabet said "BreeAnn [Weist] had a company that provides clerical support." [redacted] said Dr. Paramo directed [redacted] to work with Ms. Tabet to secure paperwork, including the consultancy agreement and W-9 for Ms. Weist's company, Specialized Support Services, LLC (SSS LLC).
- [redacted] said, "While communicating with her [Ms. Tabet] and gathering the documents, I suspected that her [Ms. Tabet's] daughter [Ms. Weist] would not be doing the work. When I asked to communicate with her [Ms. Weist] directly, Char [Tabet] said her daughter [Ms. Weist] 'lived far away,' and it would be hard for her [Ms. Weist] to bring the paperwork. Char [Tabet] said the same thing when I tried to connect her [Ms. Weist] with HR. Char [Tabet] said she could go to HR and get the paperwork for BreeAnn [Weist for SSS LLC]. I never spoke with or emailed with BreeAnn [Weist] directly."
- [redacted] said, "John [Paramo] asked me to prepare the cover memo [memorandum] and that BreeAnn [Weist] was going to do various administrative tasks just in writing because that is how the cover memo [memorandum] was to be prepared. He [Dr. Paramo] said that she [Ms. Weist] could also help me with my tasks. I told him [Dr. Paramo] I didn't want the help and this made my stomach feel uneasy."
- [redacted] said, "I was super uncomfortable and scared, and [thought] if I didn't do what I was being told, I would find myself like [redacted]." [redacted] recalled that [redacted] said she would have probably presented the SSS LLC contract if she was asked and said it was a terrible position to be in.
- [redacted] recalled that Dr. Paramo met with various Board members, including Ms. Pontzer Kamkar, Ms. Tabet, and Dr. Weisberg, on a weekly basis in July and August 2024, and replacement of [redacted] was discussed during this timeframe. [redacted] said Dr. Paramo asked about hiring Ms. Tabet's daughter, BreeAnn Weist, to work on "this task [Board minutes]."
- [redacted] stated, "I asked if Sarah [Rudchenko] and Andy [Cantwell] knew [about hiring SSS LC] and he [Dr. Paramo] said, 'Yes.' I said, 'I was not comfortable with this' and he [Dr. Paramo] said he would connect with Sarah [Rudchenko]."
- Dr. Rudchenko stated, "I do recall that John [Paramo] and [redacted] each had a role in this. There were conflicting stories between John [Paramo] and [redacted] It was recommended that we should place [redacted] on leave while

we investigate. It was not clear. So, we discussed that we were going to contact the Burbank Police Department."

- Dr. Rudchenko recalled that Mr. Cantwell asked [redacted], "'John [Paramo] knows?' And [redacted] says, 'Yes.' And Andy [Cantwell] asks, 'Why are you [redacted] conflicted?' based on [redacted] tone. [Mr. Cantwell said,] 'What you [redacted] were doing was not right.' And [redacted] says, 'I don't believe it was right. I couldn't speak up against my boss.'"
- Dr. Rudchenko recalled that [redacted] then said, "John [Paramo] told me that I would get help with the minutes and to process the [SSS, LLC] contract to help."
- Dr. Rudchenko recalled that Mr. Cantwell asked [redacted] something like, "Did you [redacted] sense something was off?" and "[redacted] did not respond." Dr. Rudchenko said Mr. Cantwell asked [redacted] whether [redacted] received any benefit from the SSS, LLC contract, and [redacted] said, "No." Dr. Rudchenko said Mr. Cantwell asked [redacted] whether Dr. Paramo made any promises to [redacted], and [redacted] replied, "No, I did all of this to follow orders."
- Ms. Pontzer Kamkar said Mr. Cantwell reported all of the correspondence with SSS LLC had gone through [redacted], and [redacted] was "getting the approvals for all of the payments [to SSS LLC]."
- Note: The March 3, 2021 job description for the [redacted] states the following:

  [redacted]

  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]

[redacted]

[redacted] ***Knowledge of SSS LLC Ownership***

- [redacted] said [redacted] was going to tell Mr. Cantwell and Dr. Rudchenko about the SSS LLC contract, at which point Dr. Paramo became "very angry" and said that he (Dr. Paramo) had already run it by them (Mr. Cantwell and Dr. Rudchenko). [redacted] said neither [redacted] nor [redacted] contacted Mr. Cantwell or Dr. Rudchenko concerning their knowledge of the SSS LLC contract.
- [redacted] recalled, "I said [to Dr. Paramo] that I was not comfortable with it. He [Dr. Paramo] said Char [Tabet] was going to use her daughter's company [SSS LLC]." When asked if Dr. Paramo said that Ms. Weist was going to do the work, [redacted] confirmed, [redacted] had a lot of suspicion, however he did not state who would be performing the work.
- [redacted] said that before the SSS LLC contract was added to the Board agenda, [redacted] expressed her concerns to Dr. Paramo and asked him whether Ms. Tabet would be doing the work, and "He [Dr. Paramo] said, 'Yes.'"
- [redacted] said, "Once I learned that Char [Tabet] would be doing the work, that was [what piqued] my concern."
- [redacted] said that after the SSS LLC was approved, "John [Paramo] had asked me to email Char [Tabet] the minutes so she could start cleaning them up. It went to an email under BreeAnn's [Weist's] name but I knew it was [being received by] Char [Tabet]. The minutes sent [to Ms. Tabet] were ones from [redacted] that were not completed."
- [redacted] stated, [redacted] [redacted] knew that [Board Member and President of Burbank Vikings Youth Sports, Inc. (Vikings) Charlene]] Char [Tabet] was using her daughters' name [Ms. Weist]. [redacted] [redacted] told Andy [Cantwell] and Sarah [Rudchenko] and [redacted] told a lot of people and [redacted] was afraid."
- Dr. Rudchenko said, "[redacted] referred to it as Char's [Tabet's] agreement."
- Dr. Rudchenko stated, "As I recall, [redacted] did seem to know that it was Char's [Tabet's] daughter [BreeAnn Weist] and Char [Tabet] that were doing this work. [redacted] seemed to know, and [redacted] was the one who was holding the checks and giving them to Char [Tabet]. Andy [Cantwell] said, 'You said it was Char's [Tabet's] daughter [BreeAnn Weist]' and [redacted] said something to the effect of, 'That is what I know now.'

Board Agenda Item for SSS LLC Allegedly Prepared by [redacted]

Allegation: [redacted] drafted and submitted the board agenda item related to the Specialized Support Services, LLC contract.

Based on witness statements and document review, there is sufficient evidence to show that [redacted] drafted and submitted the SSS LLC board agenda item as if it came from Dr. Rudchenko after receiving direction from Dr. Paramo.

- Mr. Cantwell stated, "[redacted] drafted the Board agenda item [related to the SSS LLC contract]. Our Board agenda items have three names – from, prepared by, submitted by. Normally, it will be from an assistant superintendent, but prepared by, and submitted by an assistant. [redacted] said John [Paramo] told [redacted] to write this one as if it came from Sarah [Rudchenko]. [redacted] then sent an email to Sarah [Rudchenko] with this [Board agenda item] attached saying, 'John [Paramo] wanted you to know that John [Paramo] had me [redacted] do this as if it was from you [Dr. Rudchenko],' and Sarah [Rudchenko] said, 'Okay.'"
- Mr. Cantwell said the language in the Board agenda "was generated by" [redacted] who was "promoted' to [redacted] "about three months prior to all of this."
- [redacted] recalled that [redacted] prepared the September 5, 2024 cover memorandum as being from Dr. Paramo, and when he reviewed the draft, "He [Dr. Paramo] asked me to change it and have it come from Sarah [Rudchenko] in HR." [redacted] said [redacted] emailed the memorandum to Dr. Paramo late in the evening prior to submission (to the Board).

Allegations Regarding [redacted] Creating Invoices for SSS LLC

Allegation: [redacted] prepared invoices on behalf of Specialized Support Services, LLC.

Based on witness statements, there is sufficient evidence to show that [redacted] was preparing invoices on behalf of SSS LLC.

- [redacted] said, "Then after it [SSS LLC contract] was approved, I was asked to process the invoices [for SSS LLC]." [redacted] explained that Ms. Tabet was not tech savvy and she would send emails with invoices and no amounts. [redacted] said then Ms. Tabet started sending just the dollar amount owed with no invoice.
- [redacted] said, "So the information on Clerical [SSS LLC] was coming blank. I told John [Paramo] about this and he [Dr. Paramo] asked me [redacted] to prepare invoices for Clerical [SSS LLC]. Char [Tabet] would tell me the amount. She [Ms. Tabet] would email or call. She [Ms. Tabet] liked to call me after hours to talk about her invoices. She [Ms. Tabet] would tell me the amounts."
- Dr. Rudchenko said, "There was a whole other part about who was actually creating the invoices [for SSS, LLC]. It did seem like [redacted] was creating invoices [for SSS, LLC]. I am not sure if it was some or all [SSS, LLC invoices]."

- Dr. Rudchenko said, "He [Dr. Paramo] said he had no clue that [redacted] was creating invoices [for SSS, LLC]."

Allegations Regarding [redacted] Creating Google Consultant Forms for Vendors and Consultants

Allegation: [redacted] input payment request information and invoices into the BUSD consultants Google form on behalf of Specialize Support Services, LLC, and Consultant [redacted]

Based on witness statements, there is sufficient evidence to show that [redacted] input payment requests on behalf of SSS LLC and [redacted]

- [redacted] said she learned that not all consultants were completing the Google consultant form. [redacted] said [redacted] stated, "I will fill out the form for her [redacted] said, "That was the one instance I knew that someone else [BUSD staff] was filling it out for someone [a consultant]."
- [redacted] replied, "Yeah. So, I was wondering why we were paying these consultants who cannot even fill out a Google Form. She [redacted] couldn't figure out the Google Form. So, she [redacted] asked if she could ask [redacted] to help her fill out the form. I think maybe [redacted] helped her fill it out, and [redacted] might have submitted [redacted] invoice] on [redacted] behalf, and she would attach whatever [redacted] would provide as support for the services rendered."
- [redacted] said, "I have an email from [redacted] asking me to process [redacted] invoice, because she [redacted] was having the same problem as Char [Tabet]."
- In regard to invoicing, [redacted] said, [redacted] "is not tech savvy and needed help sending an invoice."
- [redacted] said, "So the information on Clerical [SSS LLC] was coming blank. I told John [Paramo] about this and he [Dr. Paramo] asked me [redacted] to prepare invoices for Clerical [SSS LLC]. Char [Tabet] would tell me the amount. She [Ms. Tabet] would email or call. She [Ms. Tabet] liked to call me after hours to talk about her invoices. She [Ms. Tabet] would tell me the amounts."

Allegations Regarding [redacted] Knowledge of SSS LLC's Alleged Failure to Perform Services

Allegation: [redacted] was aware that Specialized Support Services, LLC was not providing completed work product.

Based on witness statements and document review, completed work was sent from SSS LLC to [redacted]. Based on statements from [redacted], there is sufficient evidence to show that [redacted] and Dr. Paramo were the only District employees who knew SSS LLC was not completing their assigned work product.

- Mr. Cantwell said, "[redacted] was the only one knowledgeable of the quality of work was being completed [under the SSS LLC contract]."
- Mr. Canwell stated, "My impression was that a few people knew about it [the clerical contract] but likely John [Paramo] truly thought the work was getting done. I think [redacted] was the only one who knew that the work [Board minutes] wasn't really being done. I think that John [Paramo] didn't know how much it cost to do minutes. He just knew that [redacted] couldn't do it [prepare the Board minutes because of her other job responsibilities]."
- Dr. Rudchenko said, "The entire time that [redacted] was there [redacted] no minutes had been done. When I started back in 2023, they [BUSD] were behind at that point."
- Dr. Rudchenko said Mr. Cantwell then asked [redacted], "'Did you tell John [Paramo] we [BUSD] were overpaying?' And [redacted] said, 'Yes, I am aware of this. My job is to support John [Paramo].'" Dr. Rudchenko said Mr. Cantwell asked [redacted] if [redacted] spoke to anyone else about "this situation [SSS, LLC contract]" and said, "No."
- [redacted] said, "John [Paramo] asked me, 'Are we getting the minutes?' And I said, 'Nope we are not.' [redacted] also told him [Dr. Paramo] we were not receiving the minutes."
- When asked about assignments to SSS LLC not being completed, [redacted] said, "Yes. I know that [redacted] had sent some drafts of the [Board] minutes and some [Board minutes] were done and some were not. I don't know a lot of details about that but there was some confusion about who was doing what and how much."

Allegations Regarding [redacted] Approval of Purchase Order for SSS LLC on behalf of Superintendent

Allegation: [redacted] approved the Specialized Support Services, LLC purchase order.

Based on witness statements and document review, there is sufficient evidence to show that [redacted] signed the SSS LLL purchase order.

- When asked about PO approvals for specific contractors, [redacted] reported, "[redacted] signed off on Isaiah Knoll and [redacted] and [redacted] signed off on the [purchase order for] SSS [on Dr. Paramo's behalf]."

Allegations Regarding [redacted] Involvement with Payment Delivery to Vendors and Consultants

Allegation: [redacted] was aware that Specialized Support Services LLC checks were re-directed to the superintendent's office for Ms. Tabet to pick up.

Based on witness statements, there is sufficient evidence to show that [redacted] was aware SSS LLC checks were dropped off in the superintendent's office for Ms. Tabet to pick up.

- [redacted] said some of Ms. Weist's checks were mailed and some were picked up by Ms. Tabet.
- When asked whether [redacted] mentioned any other concerns about the SSS LLC contract, [redacted] said, "The only thing [redacted] mentioned to me during this time was they [BUSD] were supposed to have the checks in the superintendent's office for Char [Tabet] to pick up. That was not normal."
- Dr. Rudchenko recalled that Mr. Cantwell asked [redacted] if [redacted] had spoken to Ms. Tabet about the SSS, LLC contract and payments, and [redacted] replied, "'It was short and uncomfortable.' She [redacted] said, 'Char [Tabet] asked if the check would be pulled and not mailed.' Then he [Mr. Cantwell] asks, 'How many times did Char [Tabet] pick it [check] up rather than mailed and she said about half of the time.'"

Allegations Regarding Communications About Concerns with SSS LLC Contract

Allegation: [redacted] reported [redacted] concerns related to Specialized Support Services LLC to an outside consultant, however [redacted] did not report [redacted] concerns to the Human Resources Department or any other entity.

Based on witness statements, there is sufficient evidence to show that [redacted] reported [redacted] concerns related to SSS LLC to [redacted], who was working as a consultant in District, but that [redacted] did not report it to the Human Resources Department or any other entity.

- Mr. Cantwell said, "[redacted] said [redacted] went to [redacted] and [redacted] told [redacted] that [redacted] should communicate [redacted] discomfort to John [Paramo] which [redacted] did. [redacted] said John [Paramo] pacified [redacted] by saying that I [Mr. Cantwell] and [Assistant Superintendent of Human Resources] Sarah [Rudchenko, Ed.D.] signed off on it. [redacted] said [redacted] felt [redacted] was between a rock and a hard place because the superintendent [Dr. Paramo] was telling [redacted] to do something unethical or illegal. [redacted] didn't feel like [redacted] could take it to anyone since the Board was implicated."
- Mr. Cantwell said that around 3:00 PM on June 3, 2025, [redacted] returned his call and asked to have [redacted] present for [redacted] meeting, "because she [redacted] knows all of this and she can corroborate [redacted] story. So, I called [redacted] and asked if she was 'aware of the situation' and 'could she give me more context.' She [redacted] said she knew and I asked her to write it up in a statement."
- [redacted] said, "He [Mr. Cantwell] told me that he didn't believe what I said on Tuesday [June 3, 2025], and if it wasn't for [redacted] backing], he [Mr. Cantwell] wouldn't believe me. He [Mr. Cantwell] asked me why I didn't go to anyone and I said, 'Who was I supposed to go to?'"
- Dr. Rudchenko said [redacted] told her and Mr. Cantwell that "several months ago," [redacted] had spoken to her [redacted]. Dr. Rudchenko said [redacted] reported,

"At some point in our [redacted] conversation [redacted] had said [redacted] was afraid of John [Paramo]."

- [redacted] said, "I thought it was a terrible idea. I thought it was inappropriate and possibly illegal, and was not going to go well for him [Dr. Paramo]." When asked whether she spoke directly with Dr. Paramo about her concerns, [redacted] said, "I did not. I advised [redacted] that [redacted] should talk to John [Paramo] and say it was possibly illegal and to run it by [former Chief Administrative Officer Andrew] Andy Cantwell and [Assistant Superintendent of Human Resources] Sarah Rudchenko [Ed.D.]. I figured [redacted] should talk to them [Mr. Cantwell and Dr. Rudchenko]." [redacted] said [redacted] reported that [redacted] spoke with Dr. Paramo who told [redacted], "he [Dr. Paramo] had run it by Andy [Cantwell] and Sarah [Rudchenko]."

[redacted]

Isaiah Knoll, Consultant

Allegations Regarding [redacted] Knowledge of Mr. Knoll's Contract and Services Performed

Allegation: [redacted] was aware of the Isiah Knoll contract, that he was Dr. Paramo's personal trainer, and that Mr. Knoll was not performing all services as outlined in his contract.

Based on witness statements, there is sufficient evidence to show that [redacted] became aware of Mr. Knoll's contract in October 2024. Additionally, based on statements from [redacted] there is sufficient evidence to show that he was aware that Mr. Knoll was Dr. Paramo's personal trainer, lacked the proper credentials to work as an athletic trainer, and that he was not performing all services outlined in his contract.

- [redacted] said he first learned of the contract with Consultant Trainer Isaiah Knoll in early October 2024.
- [redacted] stated, "It was already known that this [Mr. Knoll] was Dr. Paramo's personal trainer. I said, 'I don't believe that is what the schools need because I don't believe he [Mr. Knoll] is an actual athletic trainer.' I did share with Dr. Paramo, 'I don't think this is a very good idea at all.' At that moment he [Dr. Paramo] shared with me, 'I am the superintendent and I can do this.'"
- [redacted] said he thinks it was about a week later when Dr. Paramo asked him to begin the paperwork for a consulting agreement with Mr. Knoll, which was "the first time I reiterated my disagreement with this option. I said, 'I am saying this to protect you [Dr. Paramo] and the District. He [Dr. Paramo] threatened me with my professional existence in Burbank Unified [BUSD]."
- [redacted] said that at that point (unknown date), he collaborated with [redacted], who was directly working with him at that time concerning Mr. Knoll's contract.

- [redacted] recalled that he and [redacted] completed the paperwork for Mr. Knoll's contract but for "one key factor," the signature line at the bottom of the form identifying the "sponsoring administrator." [redacted] stated, "I left that [sponsoring administrator signature] for Dr. Paramo and told him [Dr. Paramo] that I refused to sign that [portion of the paperwork]." [redacted] said he told Dr. Paramo that it is improper to "exert your [Dr. Paramo's] power to hire your friend [Mr. Knoll]. So, he [Dr. Paramo] ended up signing it [Mr. Knoll's contract as the sponsoring administrator]."
- [redacted] said Dr. Paramo would have returned Mr. Knoll's paperwork to [redacted], who would have "put it back into the system." [redacted] said he believes all consulting agreements are placed on the consent agenda for Board approval.
- [redacted] recalled, "She [redacted] expressed concerns directly to me, privately. She [redacted] and I meet on a regular basis, so she brought it [Mr. Knoll's contract] up quite a bit." [redacted] said he never spoke directly with [redacted] or [redacted] but [redacted] told him they "expressed a lot of concerns" because Mr. Knoll was being "presented" as equivalent to an athletic trainer, but he was a personal trainer. [redacted] recalled, "They [redacted] were also upset because they were all being paid the same amount of money [although [redacted] are certified athletic trainers]."
- Mr. Cantwell stated, '[redacted] [redacted] said that he and John [Paramo] knew that Mr. Knoll was not going to Burroughs [JBHS]."
- Mr. Cantwell said, "We all knew it was a personal arrangement with the personal trainer [and Dr. Paramo]." Mr. Cantwell said [redacted] told him that '[redacted] [redacted] said to just sign off on it and not ask questions."

Allegations Regarding Approval of Mr. Knoll's Contract and Invoices by [redacted]

Allegation: [redacted] signed off on the Isiah Knoll purchase order and invoices.

Based on statements from [redacted] and document review, there is sufficient evidence to show that Dr. Paramo was the sponsoring administrator for Mr. Knoll's contract, and that [redacted] signed some of Mr. Knoll's invoices as a dual signor with Dr. Paramo.

- [redacted] stated, "I left that [sponsoring administrator signature] for Dr. Paramo and told him [Dr. Paramo] that I refused to sign that [portion of the paperwork]." [redacted] said he told Dr. Paramo that it is improper to "exert your [Dr. Paramo's] power to hire your friend [Mr. Knoll]. So, he [Dr. Paramo] ended up signing it [Mr. Knoll's contract as the sponsoring administrator]."
- When asked about whether he approved invoices from Mr. Knoll, [redacted] said, "Not all of them [Mr. Knoll's invoices]. The ones [invoices from Mr. Knoll] I did [approve] was when John [Paramo] himself was in my office and heavily exerting direct threats, but the ones he [Dr. Paramo] made me sign were with his signature as well." [redacted] stated if Mr. Knoll's invoices included his ([redacted] signature),

then Dr. Paramo's signature would be present as well. [redacted] said some of Mr. Knoll's invoices were signed by Dr. Paramo.

- When asked about PO approvals for specific contractors, [redacted] reported, "[redacted] signed off on Isaiah Knoll and now he [redacted] is [redacted], and [redacted] signed off on the [purchase order for] SSS [on Dr. Paramo's behalf]."

[redacted]

Specialized Support Services, LLC (SSS LLC)

Allegation: [redacted] was aware of the Specialized Support Services LLC Contract, was aware Ms. Tabet owned SSS LLC, and that Ms. Tabet would be completing the assigned work product associated with the contract.

Based on witness statements, there is sufficient evidence to show that [redacted] became aware of the SSS LLC contract in August 2024. Further, there is sufficient evidence to show that [redacted] was aware Ms. Tabet was the owner of SSS LLC, and that she would be completing at least some of the work associated with the contract. Lastly, there is sufficient evidence to show that [redacted] did not report or discuss the circumstances related to the SSS LLC contract to anyone at BUSD, with the exception of [redacted].

[redacted] ***Knowledge of SSS LLC contract***

- [redacted] said [redacted] first learned of the connection between former Ms. Tabet and the contract with Specialized Support Services LLC (SSS LLC) when [redacted] was contacted (in August 2024) by [redacted]
- [redacted] said, "I thought it was a terrible idea. I thought it was inappropriate and possibly illegal, and was not going to go well for him [Dr. Paramo]."
- [redacted] recalled that at the June 3, 2025 meeting with [redacted], Mr. Cantwell, and Dr. Rudchenko, "I said, 'This is what happened' and I said, '[redacted] was told that John [Paramo] had talked to Andy [Cantwell] and Sarah [Rudchenko] about it [the SSS LLC contract]." [redacted] stated, "That was when they [Mr. Cantwell and Dr. Rudchenko] said, 'Well John [Paramo] never did.'" [redacted] recalled that Mr. Cantwell asked [redacted] to "put that in writing," which [redacted] did. [redacted] stated, "Then the next day [June 4, 2025], John [Paramo] resigned."
- [redacted] said that prior to placing the item for Ms. Weist's clerical consultant contract (SSS LLC) on the agenda, [redacted] mentioned her "concerns" to [redacted] and told [redacted]; "both were aware of the details."
- Mr. Cantwell said he asked [redacted] why [redacted] wanted to include [redacted] and [redacted] replied, "[redacted] knows everything about the arrangement." Mr. Cantwell said he called [redacted] who told him, "Around August 2024, [redacted] contacted [redacted] and said John [Paramo] told [redacted] about the fact that he was going to hire Char [Tabet] but disguise it as Char's daughter [Ms. Weist] doing the work.

- Mr. Cantwell said [redacted] reported that [redacted] told [redacted] about [redacted] concerns related to the SSS LLC contract. Mr. Cantwell stated, "[redacted] was the functioning number two in our District [prior to [redacted] retirement]." Mr. Cantwell said [redacted] Mr. Cantwell said, "If I am assistant superintendent and hearing about this, there is no way in heck I am not reporting that or at least going to John [Paramo] and talking to John [Paramo] about that [SSS LLC conflict]."
- Mr. Cantwell said that around 3:00 PM on June 3, 2025, [redacted] returned his call and asked to have [redacted] present for [redacted] meeting, "because [redacted] knows all of this and [redacted] can corroborate [redacted] story. So, I called [redacted] and asked if [redacted] was 'aware of the situation' and 'could [redacted] give me more context.' [redacted] said [redacted] knew and I asked [redacted] to write it up in a statement. I said, 'Are you [redacted] willing to have your name attached to these statements?' I was honestly sick to my stomach. I did not see any scenario where [redacted] would have made up a statement like that."
- Mr. Cantwell said he told Ms. Pontzer Kamkar and Dr. Weisberg that [redacted] had said [redacted] discussed [redacted] concerns about the SSS LLC contract with [redacted] during fall 2024.
- Mr. Cantwell said, "[redacted] knows every aspect of compliance in this District. [redacted] was super close with John [Paramo] and [redacted] could have spoken to John [Paramo]. [redacted] didn't say it [disclose the SSS LLC contract concerns] to anyone. [redacted] never came and talked to me. [redacted] didn't say a word to anyone."
- Mr. Cantwell questioned, "[redacted] was actively working for the District making eighty thousand dollars ($80,000) a year, was told this [SSS LLC contract] information while she was at work, and [redacted] didn't question him [Dr. Paramo] or anyone else about it? There has been zero consequences to [redacted]"

[redacted] ***Knowledge of SSS LLC Ownership and Work Performance***

- [redacted] said that around August 2024, [redacted] was "there" when Ms. Tabet met with [redacted] her [redacted] later, prior to the (September 5, 2024) Board meeting, and told [redacted] the SSS LLC contract involved Ms. Tabet's daughter, BreeAnn Weist. [redacted] said [redacted] told [redacted] BUSD was hiring SSS LLC "but Char [Tabet] was going to be doing some of the work."
- [redacted] aid, "For me, it [the concern] was the names, and knowing that it was Char's [Tabet's] daughter [Ms. Weist] and then [redacted] giving me the extra details about it [SSS LLC's clerical consultant contract]."

[redacted] ***Knowledge of and Alleged Failure to Report SSS LLC Contract Concerns***

- When asked whether [redacted] spoke directly with Dr. Paramo about [redacted] concerns, [redacted] said, "I did not."

[redacted]

SARAH RUDCHENKO, ED.D.

Allegations Regarding Dr. Rudchenko's Knowledge of Specialize Support Services, LLC Contract and Ownership

Allegation: Former Assistant Superintendent of Human Resources Sarah Rudchenko was aware of the original 2024 Specialized Support Services, LLC contract, and the fact that Ms. Tabet was the owner of SSS LLC.

Based on witness statements, there is sufficient evidence to show that Dr. Rudchenko knew about the original SSS LLC contract in September 2024. Based on a lack of corroborating and/or factual evidence, there is not sufficient evidence to show Dr. Rudchenko knew that Ms. Tabet was the owner, or was directly involved in the SSS LLC contract when it was presented to the Board in September 2024.

- When asked if she was aware of the first contract with SSS, LLC, Dr. Rudchenko said, "Yes and no.
- Dr. Rudchenko said [redacted] sent her an email which said, "John [Paramo] asked me to put this in your name," and copied Dr. Paramo. Dr. Rudchenko said, "It wasn't totally unusual [to ask to assign her name to a Board item]. Kind of like [BUSD Consultant and retired Superintendent Janet] Jan Britz [Ed.D.], because she was going to consult him [Dr. Paramo], he asked for her [Dr. Britz's contract] to be in my name. So having something in my name was not unusual. I wasn't aware of who was the owner of SS [SSS, LLC]. I remember thinking well it is kind of HR-ish." Dr. Rudchenko said, "The email from [redacted] was very friendly and cordial; there was nothing that would have raised any red flags."
- [redacted] said, "I asked John [Paramo] if Sarah [Rudchenko] was aware that the agenda item was going to be presented under her name and he said, 'Yes.' I emailed Sarah [Rudchenko] to confirm she was aware. I have that email as well. Sarah [Rudchenko] responded. Additionally, I asked Sarah [Rudchenko] if she had any changes and she said, 'Thank you [redacted]' with no changes."
- Mr. Cantwell said Dr. Rudchenko "adamantly" asserted she did not know anything about this (SSS LLC contract).
- Dr. Rudchenko recalled that when [redacted] was hired, Dr. Paramo said, "We need [redacted] for minutes." Dr. Rudchenko said, "I was still kind of oblivious about SS [SSS, LLC] at this point. So, I guess [redacted] was supposed to do [redacted] part of the minutes and then [redacted] was supposed to send the minutes to SS [SSS, LLC] to finish."
- Dr. Rudchenko said, "I never had anything to do with it [the SSS, LLC contract] thereafter. All billing went through John's [Paramo's] office." Dr. Rudchenko said, "After that moment, after the very first one [SSS, LLC contract], I never heard another word about it until May 30, 2025."

- When told [redacted] said she (Dr. Rudchenko) knew about the SSS, LLC contracts, Dr. Rudchenko replied that she knew about the first contract with SSS, LLC (in September 2024), "but [redacted] hadn't told me about the second one."

SPECIALIZED SUPPORT SERVICES, LLC (SSS LLC)

SSS LLC Entity Creation and History as BUSD Vendor

Allegation: A contract was approved by BUSD prior to the legal formation of Specialized Support Services, LLC (SSS LLC). Ms. Tabet participated in the September 5, 2024 vote to approve the SSS LLC contract. SSS LLC is owned by Ms. Tabet.

Based on witness statements and document review, there is sufficient evidence to show SSS LLC's initial filing with the California Secretary of State was on the same day as the SSS LLC contract was approved by the BUSD Board of Education. There is also sufficient evidence to show that Ms. Tabet is the owner of SSS LLC, and that she voted in favor of approving the SSS LLC contract.

- On September 5, 2024, the BUSD Board of Education voted to approve a contract with SSS LLC for "clerical/support services as needed."
- The California Secretary of State initial filing date for SSS LLC was on December 5, 2024.
- SSS LLC is an active California limited liability company formed on December 5, 2024 and assigned entity number ending in 2243. The incorporator was Charlene Louise Tabet. The principal and mailing address are 356 North Catalina Street, Burbank, California 91505. The agent for service of process is Charlene Tabet, 356 North Catalina Street, Burbank, California 91505. The Articles of Organization state a single manager will manage the entity. The Articles of Organization state Charlene Louise Tabet is the organizer and are dated December 24, 2024.
- Dr. Rudchenko said [redacted] showed her the entity formation documents for SSS, LLC which included Ms. Tabet's name, and reflected a formation date in December 2024. (Note: SSS, LLC was formed with the California Secretary of State on December 5, 2024.)
- Mr. Cantwell said Ms. Tabet "audibly voted in favor" of the SSS LLC contract.
- The YouTube September 5, 2024 board meeting shows Ms. Tabet verbally approved the agreement and the motion carried 4-0.

Allegations Regarding Ownership of SSS LLC

Allegation: No documentation or communication was provided to BUSD employees, Executive Cabinet, or Board members to tell them who owned SSS LLC or who would be providing work product via SSS LLC, however it was represented to BUSD staff as being owned by BreeAnn Weist, Ms. Tabet's daughter.

Based on witness statements, there is sufficient evidence to show Dr. Paramo, [redacted] were aware that SSS LLC was owned by Ms. Tabet, however there is not sufficient evidence to show the remaining cabinet, Board members or other BUSD employees were aware of this relationship prior to May 2025.

In addition, there is sufficient evidence to show Ms. Tabet tried to hide the fact that she owned SSS LLC by having her daughter submit an IRS Form W-9 identifying her as the sole proprietor of SSS LLC.

- The Request of Taxpayer Identified Number and Certification (IRS Form W-9) identifies BreeAnn M. Weist as an "individual/sole proprietor or single-member LLC using business name "Specialized Support Services," cites the address as 356 North Catalina, Burbank, California 91505, and employer identification number ending in 0222. The undated W-9 form is signed, BreeAnn M. Weist. Note: The address used for SSS LLC on the W-9 is the same address used for Ms. Tabet as the agent for service of process.
- [redacted] said, "In early August [2024], John [Paramo] met with Char [Tabet] behind closed doors." [redacted] recalled both Dr. Paramo and Ms. Tabet approached her desk after exiting the meeting, and Ms. Tabet said "BreeAnn [Weist] had a company that provides clerical support."
- [redacted] said, "While communicating with her [Ms. Tabet] and gathering the documents, I suspected that her [Ms. Tabet's] daughter [Ms. Weist] would not be doing the work. When I asked to communicate with her [Ms. Weist] directly, Char [Tabet] said her daughter [Ms. Weist] 'lived far away,' and it would be hard for her [Ms. Weist] to bring the paperwork. Char [Tabet] said the same thing when I tried to connect her [Ms. Weist] with HR. Char [Tabet] said she could go to HR and get the paperwork for BreeAnn [Weist for SSS LLC]. I never spoke with or emailed with BreeAnn [Weist] directly."
- Dr. Rudchenko recalled that they asked Ms. Weist how many Board minutes have been produced at this point, and she (Ms. Weist) said nine months, with two Board meetings each month. Dr. Rudchenko stated, "She [Ms. Weist] said, 'My math is terrible.' She [Ms. Weist] was confused if she was editing current or past [Board] minutes. There was some confusion, like she [Ms. Weist] had never seen them [draft Board minutes]. She [Ms. Weist] said she had February and March 2024 ready to submit."
- Dr. Rudchenko said, "We asked what her [Ms. Weist's] hourly rate of pay was and she said, 'None.' When asked for her pay rate, she [Ms. Weist] said, 'I would send an invoice.' She [Ms. Weist] said, 'My Mom [Ms. Tabet] said I had ninety thousand dollars [$90,000], and I have been breaking it up.' She [Ms. Weist] said no one was helping her [prepare the Board minutes]. She [Ms. Weist] said she banked at UMe bank [Ume Federal Credit Union]. She [Ms. Weist] said she used her Mom's [Ms. Tabet's] address. She [Ms. Weist] said her Mom [Ms. Tabet] brings the check to her. Then he [Mr. Cantwell] asked her [Ms. Weist] if her Mom [Ms. Tabet] ever deposited it [check] for her and she said, 'No.' She [Ms. Weist said she] either mobile deposited or walked it into the bank." Dr. Rudchenko said Mr. Cantwell then asked about a check that appears to have been deposited into a Wells Fargo Bank; Mr. Cantwell asked, "Do you know why?" and Ms. Weist said, "No."

- [redacted] said that prior to placing the item for Ms. Weist's clerical consultant contract (SSS LLC) on the agenda, she mentioned her "concerns" to [redacted] and told [redacted]; "both were aware of the details."
- [redacted] said that when [redacted] met with Mr. Cantwell, [redacted] was accompanied by [redacted]. [redacted] recalled that [redacted] told Mr. Cantwell that [redacted] was aware of the contract, and Mr. Cantwell asked why [redacted] did not report [redacted] concerns about the clerical contract. [redacted] said [redacted] told Mr. Cantwell [redacted] was unaware someone was being paid without doing work.
- [redacted] said [redacted] first learned of the connection between former Ms. Tabet and the contract with Specialized Support Services LLC (SSS LLC) when [redacted] was contacted (in August 2024) by [redacted]
- [redacted] said that around August 2024, [redacted] was "there" when Ms. Tabet met with Dr. Paramo about the SSS LLC contract. [redacted] said [redacted] approached [redacted] later, prior to the (September 5, 2024) Board meeting, and told [redacted] the SSS LLC contract involved Ms. Tabet's daughter, BreeAnn Weist. [redacted] said [redacted] told [redacted] BUSD was hiring SSS LLC "but Char [Tabet] was going to be doing some of the work."

Allegations Regarding Directives for Payments to SSS LLC

Allegation: Request for payment to Specialized Support Services LLC was not provided or produced by SSS LLC and was instead internally generated by [redacted].

Based on witness statements and document review, there is sufficient evidence to show that [redacted] was generating, submitting, and approving SSS LLC invoices.

- [redacted] said, "So the information on Clerical [SSS LLC] was coming blank. I told John [Paramo] about this and he [Dr. Paramo] asked me [redacted] to prepare invoices for Clerical [SSS LLC]. Char [Tabet] would tell me the amount. She [Ms. Tabet] would email or call. She [Ms. Tabet] liked to call me after hours to talk about her invoices. She [Ms. Tabet] would tell me the amounts."
- Dr. Rudchenko said, "There was a whole other part about who was actually creating the invoices [for SSS, LLC]. It did seem like [redacted] was creating invoices [for SSS, LLC]. I am not sure if it was some or all [SSS, LLC invoices]."
- Google drive support details seven payment requests to SSS LLC against purchase order 25002216 between December 3, 2024 and May 5, 2025. All seven requests were submitted by [redacted] and approved by [redacted]. The total amount submitted for payment to SSS LLC via the Google drive is ninety-three thousand dollars ($93,000).

Allegations Regarding Excessive Payment for Services Performed by SSS LLC

Allegation: Payments made to Specialized Support Services, LLC were in excess of what the district rate would have paid an internal employee or another outside contractor.

Based on witness statements and document review, there is sufficient evidence to show SSS LLC was paid in excess of what an internal BUSD employee and/or substitute employee would have been paid to complete the same work.

- [redacted] said Dr. Paramo asked about hiring Ms. Tabet's daughter, BreeAnn Weist, to work on "this task [Board minutes]." [redacted] said [redacted] told Dr. Paramo the cost would be about twenty dollars ($20) per hour), and "I told Char [Tabet] that she [Ms. Weist] would have to go through HR to be hired. Char [Tabet] told me that rate was low and she said she would talk to John [Paramo]." [redacted] said [redacted] told Ms. Tabet the rate for clerical substitutes at BUSD is twenty dollars ($20) per hour.
- [redacted] said, "He [Dr. Paramo] asked what [redacted] earned, and I told him it was ninety thousand dollars a year, and he [Dr. Paramo] said to process the PO [purchase order] for that amount."
- Andrew Cantwell's June 3, 2025 memo states, "Only 10 sets of minutes appear to have been completed. At a clerical sub rate, this would equate to less than $1,000 in compensation. Even at a generous consulting rate of $50/hour, the total should not exceed $2,500. The district has paid over 25 times that amount."

Allegations of Payments in Excess of SSS LLC's Contract

Allegation: Payments made to Specialize Support Services, LLC were in excess of the contracted amount.

Based on witness statements and document review, there is sufficient evidence to show the SSS LLC contract states payments were not to exceed ninety thousand dollars ($90,000), however SSS LLC was paid ninety-three thousand dollars ($93,000), which is three thousand dollars ($3,000) over the contracted and board approved expenditure amount.

- When asked about payments to SSS LLC, [redacted] confirmed ninety-three thousand dollars ($93,000) were paid to SSS LLC.
- Eight payments totaling ninety-three thousand dollars ($93,000) were identified. Eight cancelled checks written to SSS LLC document a total of ninety-three thousand dollars ($93,000) paid between December 4, 2024 and May 19, 2025, and are posted to the BUSD BEST system. The amount paid to SSS LLC is three thousand dollars ($3,000) over the contract and approved purchase order maximum amount of ninety thousand dollars ($90,000).

Allegations of Payments to SSS LLC Without Invoice Documentation

Allegation: Payments were made to Specialized Support Services, LLC without invoice documentation.

Based on witness statements and document review, there is sufficient evidence to show BUSD paid SSS LLC without documentation of work completed, and without receipt of itemized and/or detailed invoices.

- Mr. Cantwell said, "[redacted] was creating the Google Form by adding dates and amounts to initiate a request for payment, sending it to [redacted], then signing it as an approver. We don't have invoices per se. Emails were sent from Consultant Agreement with Specialized Support Services, LLC but there were no amounts." Mr. Cantwell said, "[redacted] became the initiator and approver of the form." Mr. Cantwell said the Google Form does have an option to attach an invoice. Mr. Cantwell said, "We have a few cases where an invoice was emailed to [redacted] but it was missing dates and amounts. Then [redacted] would add these items to the invoice."
- [redacted] said, "So the information on Clerical [SSS LLC] was coming blank. I told John [Paramo] about this and he [Dr. Paramo] asked me [redacted] to prepare invoices for Clerical [SSS LLC]. Char [Tabet] would tell me the amount. She [Ms. Tabet] would email or call. She [Ms. Tabet] liked to call me after hours to talk about her invoices. She [Ms. Tabet] would tell me the amounts."

Allegations of Payments to SSS LLC In Excess of Actual Work Performed

Allegation: Payments made to Specialized Support Services, LLC were in excess of the work performed

Based on witness statements and document review, there is sufficient evidence to show SSS LLC was paid over the full amount of their contract even know they completed very little of the work required of them.

- Mr. Cantwell said SSS, LLC produced no work product for four months. Mr. Cantwell said, "In total, only nine or ten sets of minutes were "just edited and not created from scratch.
- Andrew Cantwell's June 3, 2025 memo states, "Only 10 sets of minutes appear to have been completed. At a clerical sub rate, this would equate to less than $1,000 in compensation. Even at a generous consulting rate of $50/hour, the total should not exceed $2,500. The district has paid over 25 times that amount."
- [redacted] went to [redacted] computer and brought up a set of minutes from a time after [redacted] left BUSD employment and compared them to when [redacted] was still employed by BUSD. [redacted] explained that [redacted] immediately noticed items such as hyperlinks not removed, typos, and punction that were incorrect. [redacted] again explained that [redacted] left directions on how to prepare the minutes, and subsequently printed out the manual [redacted] left for [redacted] predecessor. [redacted] said the last set of Board minutes [redacted] wrote were on October 20, 2022, and none of the Board minutes since then have been done accurately.
- [redacted] said [redacted] was told Ms. Weist was "an outside consultant who was helping us get up to date on [Board] minutes." [redacted] said [redacted] sent "around nine sets of minutes" to Ms. Weist, and received one set of minutes back.
- [redacted] said [redacted] learned what was needed for the minutes, and when [redacted] received the one set of minutes back, [redacted] did not post them because [redacted] noticed

errors. [redacted] said, "They [minutes] were a mess. I kept waiting for more [minutes] to come.

- [redacted] said, "I told [redacted] why I hadn't published it. Whoever was doing the minutes didn't even do a good job. What they sent me was crap."
- Dr. Rudchenko said that later (unknown date), Mr. Cantwell analyzed the draft Board minutes sent to Ms. Weist, "and very little [content] changed."
- When asked how many meeting minutes were completed by SSS LLC, [redacted] said he recalled discussion of ten to fifteen hours of work in total.
- Dr. Rudchenko recalled that Mr. Cantwell asked [redacted] if [redacted] could do the minutes, and [redacted] said, "Yes." Dr. Rudchenko said [redacted] repeated that [redacted] has only seen one of the Board minutes returned from Ms. Weist.
- When asked about assignments to SSS LLC not being completed, [redacted] said, "Yes. I know that [redacted] had sent some drafts of the [Board] minutes and some [Board minutes] were done and some were not. I don't know a lot of details about that but there was some confusion about who was doing what and how much." [redacted] said [redacted] could not recall [redacted] expressing any other concerns.
- Twenty-three emails from BUSD to SSS LLC containing minutes documents were reviewed. Twenty-six corresponding responses contained work product documents from SSS LLC.
    - Three emails sent by BUSD appear to have received no work product response.
    - Eleven work product files sent by SSS LLC contained no changes when compared against the draft document sent by BUSD.
    - Six work product files sent by SSS LLC contained between one and eight revisions.
    - Two separate versions of work product were received from SSS LLC for the September 7, 2023 minutes. The two SSS LLC work product files differed from one another. Each comparison identified eight or fewer revisions to the September 7, 2023 minutes.
    - Two separate versions of work product were received from SSS LLC for the January 18, 2024 minutes. The two SSS LLC work product files differed from one another. Each comparison identified forty-seven revisions January 18, 2024 minutes.

Allegations Regarding Delivery of Payments to SSS LLC

Allegation: Warrant address for payments to Specialized Support Services, LLC was changed to say "Attention: Superintendent's Office" and warrants were being held for hand delivery.

Based on witness statements and document review, there is sufficient evidence to show SSS LLC checks (warrants) were held in the superintendent's office for Ms. Tabet to pick up.

- Mr. Cantwell said that during his review of SSS LLC invoices, he noticed the entity's address was changed to say, "'Attention: Superintendent's Office," and checks were being pulled so [redacted] would give them directly to Ms. Tabet.
- Mr. Cantwell said, "So [redacted] had them [accounts payable] take off the address for them [Ms. Tabet and Mr. Knoll] so that they [the checks] didn't get accidently mailed, but then we found out that we [BUSD] had to have an address on all consultant checks."
- [redacted] said some of Ms. Weist's checks were mailed and some were picked up by Ms. Tabet.
- [redacted] said, "Both consultants' [Mr. Knoll's and Ms. Weist's] checks were being pulled, then they would go to John [Paramo].
- Dr. Rudchenko stated, "As I recall, [redacted] did seem to know that it was Char's [Tabet's] daughter [BreeAnn Weist] and Char [Tabet] that were doing this work. [redacted] seemed to know, and [redacted] was the one who was holding the checks and giving them to Char [Tabet]. Andy [Cantwell] said, 'You said it was Char's [Tabet's] daughter [BreeAnn Weist]' and [redacted] said something to the effect of, 'That is what I know now.'
- When asked whether [redacted] mentioned any other concerns about the SSS LLC contract, [redacted] said, "The only thing [redacted] mentioned to me during this time was they [BUSD] were supposed to have the checks in the superintendent's office for Char [Tabet] to pick up. That was not normal."
- [redacted] said [redacted] each received a request to pull Mr. Knoll's check and not mail the check via United States Postal Service. [redacted] said once the check is pulled, it routes to the superintendent's office; [redacted] said Dr. Paramo wanted to deliver Mr. Knoll's check to him. [redacted] reported that [redacted] never pulled any checks for Specialized Support Services, LLC (SSS, LLC), but [redacted] may have pulled checks after [redacted] stamped them.
- Payment was made with warrant 22184342 for fifteen thousand dollars ($15,000) dated May 14, 2025, and addressed to BreeAnn M. Weist, Specialized Support Services, c/o Superintendent's Office, Burbank, CA 91506.

JANET BRITZ, ED.D.

Allegations About Janet Britz, Ed.D. Receiving Payments In Excess of Values Invoiced

Allegation: Dr. Britz was paid for more than her requested invoice amount.

Based on witness statements and document review, there is sufficient evidence to show that Dr. Britz was overpaid at some point in 2025. Based on statements, the overpayment was to be considered a credit for future work. Based on a lack of factual information, there is not sufficient evidence to determine if Dr. Britz worked the hours to cover the credit.

- [redacted] said [redacted] identified the overpayment to Dr. Britz when [redacted] discovered a three thousand dollar ($3,000) invoice that was attached as support for the ten thousand dollar ($10,000) payment, which resulted in the overpayment to Dr. Britz. [redacted] said, "I asked about the [over-] payment [to Dr. Britz] when I discovered that the documentation [Dr. Britz' invoice received] did not match the check [funds paid]."
- When asked about the overpayment to Dr. Britz, Mr. Cantwell said [redacted] investigated and spoke with [redacted] who said Dr. Paramo did not want BUSD to request Dr. Britz' overpayment check be returned, rather "Jan [Britz] would make it up. It [BUSD's overpayment to Dr. Britz] would be used as credit for future services."
- When asked about the overpayment to Dr. Britz, [redacted] said, "In March 2025, one of our tech's [accounts payable technicians] paid the wrong amount to Dr. Britz. She [the technician] paid the whole ten thousand dollars." [redacted] said Dr. Britz' invoices were for services to [redacted], and [redacted] reported [redacted] and [redacted] signed (authorized receipt of services) Dr. Britz's invoices; however, [redacted] refused. [redacted] stated Dr. Britz' invoices for services to [redacted] and [redacted] totaled ten thousand dollars, "so we would have had to go back to Board to request more anyway if [redacted] had signed [the invoices acknowledging receipt of services]. [redacted] was saying he never met with her [Dr. Britz]."
- [redacted] said that after the overpayment occurred in April 2025, Dr. Britz continued to submit invoices between March 2025 and July 2025. [redacted] said, BUSD should have asked for Dr. Britz to return the overpayment. When asked who decided Dr. Britz could keep the overpayment as a credit toward future consulting work, [redacted] said, "[redacted] conversed with [redacted] and John [Paramo] about the credit, and they made the call [decision] to keep it [overpayment to Britz] as a credit."
- [redacted] recalled that Dr. Britz was having trouble with the Google consultant form which BUSD requires be filled out by consultants when they submit their invoices, so [redacted] asked [redacted] to input Dr. Britz' request in Google. [redacted] said, "[redacted] asked me to do the change order for Jan Britz for $10,000." [redacted] said it was later discovered (unknown date) that a BUSD technician "accidently read it wrong and submitted her [Dr. Britz] a check for payment." [redacted] said, "Jan [Britz] still did the work; she just got paid in advance.

- [redacted] said [redacted] met with Dr. Britz approximately five times over a two month period, for about an hour or less each week. [redacted] recalled that the meetings were not scheduled; "it was more open." [redacted] said the meetings started in February 2025, and went through July 2025. [redacted] said, "I was doing this out of courtesy because it was her [Dr. Britz], but I still wasn't super happy about it."
- Dr. Rudchenko said she "never sees the invoices" for Dr. Britz, and her involvement was limited to having her name on the proposal which was submitted to the Board. Dr. Rudchenko said that at some point (unknown date), her [redacted], received Dr. Britz's invoices for May, June, and July 2025. Dr. Rudchenko said, "She [redacted] brings these [Dr. Britz's invoices] to me and says, 'I have no idea what these are.'" Dr. Rudchenko recalled, "[redacted] went through all of the invoices [from Dr. Britz] for the past two years and all were processed through John [Paramo] and [redacted]. They [Dr. Britz's invoices] came after June 5 [2025] when all of this is going on. I brought this up to [redacted]

ISAIAH KNOLL

Allegations Regarding Mr. Knoll's Credentials and Work Experience

Allegation: Isiah Knoll does not have the BUSD athletic trainer required certification or required training for the position.

Based on witness statements and document review, there is sufficient evidence to show Mr. Knoll did not have the proper credentials to be hired as an athletic trainer in BUSD.

- [redacted] explained, "[redacted] is a key figure as well because [redacted] is not one to hide [redacted] opinions. [redacted] acknowledged Mr. Knoll's lack of certification and knowledge. [redacted] shared [redacted] concerns and was someone who was not happy with the entire set up.
- [redacted] recalled that Mr. Knoll's resume did not reflect experience specifically working with athletes, "but sometimes this experience does not reveal itself on a resume."
- [redacted] recalled, "It [Mr. Knoll's experience] raised a lot of concern, but I am trusting John [Paramo]."
- [redacted] recalled that initially when they met with Dr. Paramo, she thought Mr. Knoll was an athletic trainer, but when she met Mr. Knoll, she learned he was "only a personal trainer," which is "very different."
- [redacted] said, "I red-flagged it [Mr. Knoll's contract] and looked him up." [redacted] recalled that Mr. Knoll was "really young and he is not qualified to tape an ankle or give ice." [redacted] said, "We [BHS] were putting ourselves at risk" and [redacted] was "putting [redacted] own license in jeopardy [by allowing Mr. Knoll to work with student athletes]."

- [redacted] said after that meeting, [redacted] became concerned that Mr. Knoll "did not have the proper credentialling to tape [or touch] students."
- [redacted] said [redacted] believes Dr. Paramo led the meeting (unknown date) concerning Mr. Knoll, which included himself, [redacted] said, "The conversation to keep [redacted] never happened. [Instead], it was we [BUSD] have your guy, Isaiah Knoll, and he is your guy. I was very vocal that we needed [redacted] with the proper training."
- [redacted] stated, "He [Mr. Knoll] was kind of pushed on us as a guy for the weight room. We [redacted] said, 'We don't have a need for that.' We said, 'We have our own programs. No need."
- [redacted] said when [redacted] learned the consultant was Mr. Knoll, [redacted] looked him up on the national website for certified athletic trainers (www.bocatc.org), and Mr. Knoll was not listed. [redacted] said a school athletic trainer provides medical care and should be certified. [redacted] said [redacted] then reviewed Mr. Knoll's social media and learned he was a personal trainer, which [redacted] reported to [redacted] administrators, who then notified the District administration. [redacted] stated, "We didn't want him [Mr. Knoll] coming to our school [redacted]."

Allegations Regarding Mr. Knoll as Dr. Paramo's Personal Trainer

Allegation: Isiah Knoll was Dr. Paramo's personal trainer.

Based on witness statements, there is sufficient evidence to support this allegation.

- When asked about Mr. Knoll, [redacted] recalled that [redacted] and [redacted] met (unknown date) with Dr. Paramo, who disclosed that Mr. Knoll was his personal trainer and he wanted BUSD to contract Mr. Knoll for a fixed number of hours.
- [redacted] stated, "Normally applications [for positions in athletics] come through me, but with [Mr.] Knoll, he was instantly hired and I never saw a resume." [redacted] stated, "It [Mr. Knoll] was Dr. P's [Dr. Paramo's] personal trainer if you want the tea [gossip].
- [redacted] reported that [redacted] was approached by Dr. Paramo, who wanted the Board to consider Athletic Trainer Isaiah Knoll as a consultant. [redacted] said it was [redacted] job to send Mr. Knoll the paperwork needed for consideration by the Board, including the consultant agreement, resume request, and authorization for payment.
- [redacted] explained that Dr. Paramo hired his personal trainer to support school sites and "he [Mr. Knoll] wasn't really going to the schools a lot. [redacted] [redacted] signed all of those [consulting agreements]. That doesn't look too good."
- Ms. Cano said that at that meeting, or possibly the next meeting, "someone complained about Isaiah Knoll," questioned Mr. Knoll's qualifications as a trainer, said Mr. Knoll was not showing up for work, and mentioned Mr. Knoll was Dr. Paramo's [personal] trainer.

- [redacted] recalled that one of the athletic trainers asked whether [redacted] knew Mr. Knoll was Dr. Paramo's personal trainer. [redacted] stated, "Honestly, I didn't know. I didn't keep track of his [Dr. Paramo's] personal life. We were not friends." [redacted] said some community members (unnamed) told [redacted] they saw Facebook posts (by Dr. Paramo) with Mr. Knoll.
- Dr. Weisberg said, "He [Dr. Paramo] never said he had a personal relationship [with Mr. Knoll] or that Isaiah Knoll was his personal trainer."

Allegation of Payments to Mr. Knoll for Services Not Performed

Allegation: Isiah Knoll was paid more than his hours worked.

Based on witness statements and document review, there is sufficient evidence to show Mr. Knoll did not adequately document his hours, and several employees confirm that Mr. Knoll was rarely or never seen at JBHS. As a result, it is more than likely that Mr. Knoll was compensated for hours that he did not work.

- Mr. Cantwell stated, "[redacted] said [redacted] had made it known to [redacted] that [redacted] wasn't happy about having Isaiah [Knoll] there [at JBHS], and at one time, [redacted] had to do a budget transfer of [redacted] site funds [to pay] for someone [redacted] didn't want." Mr. Cantwell recalled that [redacted] was upset about learning Mr. Knoll was not going to JBHS and JBHS administration confirmed they were not using Mr. Knoll's services.
- Mr. Cantwell said BUSD paid Mr. Knoll thirty thousand dollars ($30,000), and [redacted] told him that Mr. Knoll was only being used by two female sports teams who he was helping in the weight room. Mr. Cantwell said [redacted] was "confident" Mr. Knoll was not present every day, and [redacted] stated that when Mr. Knoll was on site, he worked from around 2:30PM to 5:30PM, "but he [Mr. Knoll] was getting paid as if he worked every day including holidays and school breaks."
- [redacted] said Mr. Knoll worked around two and a half hours a day, four days a week.
- [redacted] said, "This guy [Mr. Knoll] was making the same [financial compensation as an athletic trainer] but couldn't have been used in the same capacity." [redacted] said [redacted] submitted [redacted] work hours and both [redacted] and someone from the Human Resources (HR) Department was copied on it. [redacted] said Dr. Paramo said he would "handle" Mr. Knoll's invoices, which [redacted] never saw.
- When asked if Mr. Knoll took time off, [redacted] recalled that Mr. Knoll took a week off related to "a situation with his [redacted]."
- [redacted] recalled that Mr. Knoll was not at BHS every day, rather "a couple times each week."

- [redacted] said, "He [Mr. Knoll] was supposed to be doing work at Burbank High School [BHS] and [John] Burroughs [High School (JBHS)]. I have heard complaints that he [Mr. Knoll] wasn't doing the work."
- [redacted] said, "The coaches went to a Board meeting and said they couldn't even identify Isaiah [Knoll]."
- Dr. Rudchenko recalled, "The principal at Burroughs [redacted] was told by [former [redacted] and current [redacted] that [redacted] had to pay for it [Mr. Knoll's consulting agreement]. So, [redacted] wasn't totally happy about that." Dr. Rudchenko said, "All of those invoices [for Mr. Knoll] went through [redacted]
- When asked about Mr. Knoll, [redacted] said, "I don't even know where to start. If Isaiah Knoll walked into this office right now, I wouldn't even know who he is. I have no clue who he is."
- [redacted] reported, "We had to pay thirty thousand dollars [$30,000] out of our site money for Mr. Knoll. He [Mr. Knoll] never stepped foot on this campus that I am aware of. I have zero pay slips or time sheets for him [Mr. Knoll]."
- [redacted] recalled, "They [redacted] were also upset because they were all being paid the same amount of money [although [redacted] are certified athletic trainers]."
- [redacted] said, "We [BUSD] came to find out that he [Mr. Knoll] spent very little at Burbank High School."
- Ms. Cano said, "Somebody, I believe one of the mom's [students' parents] said they [JBHS] were supposed to have [Consultant Trainer] Isaiah Knoll and had not seen him."
- [redacted] said, "The trainers are constantly emailing me with what is going on with [student] injuries, etc. Never did I receive a single email from Isaiah [Knoll]."
- [redacted] recalled that [redacted] began receiving calls from coaches and other trainers at the school sites expressing concern about Mr. Knoll's purpose because "he [Mr. Knoll] really didn't know what he was doing," and "he [Mr. Knoll] could only work in the weight room."
- Dr. Weisberg said parents and students advocated for their athletic trainers at the May 1, 2025 Board meeting, and questioned why Mr. Knoll was hired when athletic trainers were being "cut." Dr. Weisberg said it was also reported that Mr. Knoll was "not showing up" for work. Dr. Weisberg recalled, "John [Paramo] defended Isaiah Knoll at the [May 1, 2025] meeting."
- A document review showed that Mr. Knoll's invoices did not cite the location or hours spent at each school site.

- A document review showed that Mr. Knoll was paid the not to exceed amount ($30,000) from his contract.

Allegations Regarding Mr. Knoll's Payment Directives

Allegation: Isiah Knoll's payments were directed to [redacted] *and then were routed to the superintendent's office.*

Based on witness statements and document review, there is sufficient evidence to show Mr. Knoll's checks (warrants) were held in the superintendent's office for Mr. Knoll to pick up.

- Mr. Cantwell said, "So [redacted] had them [accounts payable] take off the address for them [Ms. Tabet and Mr. Knoll] so that they [the checks] didn't get accidently mailed, but then we found out that we [BUSD] had to have an address on all consultant checks."
- [redacted] said [redacted] received the Isaiah Knoll checks, delivered them to the superintendent's office, and then Dr. Paramo hand-delivered the checks to Mr. Knoll.
- [redacted] explained that a note on Mr. Knoll's form said to give the payment to Dr. Paramo. [redacted] said [redacted] did not remember this type of payment process for any other vendors or consultants.
- Add bullet summarizing invoicing/authorization for payment.

FACILITIES USE/VIKINGS

Allegations Regarding Rights of Vikings Under the City of Burbank's Joint Use Agreement

Allegation: The City of Burbank cancelled the Vikings and AYSO joint use agreement facilities clause in 2008, however BUSD employees continued to provide the field use priority and discounted rate schedule to Vikings and AYSO.

Based on witness statements and document review, there is sufficient evidence to support the above referenced allegation.

- [redacted] explained that the 2001 joint use agreement (2001 Agreement) included a reservation priority for school events, before City of Burbank (City) events.
- [redacted] said the 2001 Agreement was amended in 2008 (2008 Amendment), and Burbank Vikings Tackle Football (Vikings) and American Youth Soccer Organization (AYSO) were added with the City "as an approved third party independent group(s)." [redacted] said, "With that [2008 Amendment], they [Vikings and AYSO] were basically treated equivalent to the City, but underneath the City as priority."
- [redacted] said that in 2008, BUSD entered into a new joint use agreement with the City for a fifty year term (2008 Agreement). [redacted] said, "Vikings and AYSO were removed from the [2008] Agreement at this time." [redacted] said, "Prior to me coming in [2022], [either] nobody caught it or my predecessor [redacted]

[redacted] said they [Vikings and AYSO] were kind of grandfathered in."

- [redacted] said the (2001) joint use agreement was re-written when the City financed the District's football field and recreational space improvements. [redacted] said a fifty-year joint use agreement was approved by the District and the City around fifteen to twenty years ago (in 2008) to allow for the City to use District facilities. [redacted] reported, "Something happened in that [2008] agreement. The Burbank Vikings [Youth Sports, Inc. (Vikings)] and AYSO [American Youth Soccer Organization] were part of the prior [2001] agreement because the City didn't have any fields to use. The fields/track were built at [John] Burroughs [High School (JBHS)] and Burbank High [School (BHS)] around the same time." [redacted] said when these fields and tracks were built, the city took out the language in the contract, naming AYSO and Vikings. [redacted] said, "I didn't notice it, and no one from the Board mentioned it. I sure think if [former Board Member and President of Vikings Charlene] Char [Tabet] was on the Board [in 2008], she would've raised some flags."

Allegations Regarding Vikings' 501(c)(3) Status

Allegation: Vikings does not have a current 501 (c) (3) status.

Based on witness statements and a review of documents from the California Attorney General's Registry of Charitable Trusts, there is sufficient evidence to show that the Vikings are in delinquent status with the California Attorney General's Office, and have been since January 3, 2022. Note: A document review also shows the Vikings are in suspended status with the California Franchise Tax Board.

- Mr. Cantwell said that "last week" while he was pulling public records, he found a 2019 memo between [redacted] and [redacted] which discussed concerns "people brought forward" related to the Vikings not being a 501(c)(3), and mismanagement of funds between the organization (Vikings) and Ms. Tabet's personal accounts. Mr. Cantwell said the 2019 memo also discussed Ms. Tabet using "her power as a Board member for influence."
- When asked whether Vikings is a non-profit organization, [redacted] replied, "I don't know. I have asked her [Ms. Tabet] for several years for her 501(c)(3) status and she [Ms. Tabet] kept telling me, 'Oh, you have it.' To this day, I still do not have it."
- [redacted] said that because the Vikings was involved with BUSD campuses for so long, [redacted] did not remember ever asking for the non-profit status, but it should be "somewhere in the office." [redacted] said now that the Vikings are not part of the joint use agreement, they need to provide evidence of non-profit status.
- On June 27, 2018, a Statement of Information delinquency was recorded with the California Secretary of State (SOS) for the Vikings.

- On September 26, 2018, a penalty certification for Statement of Information was recorded with the SOS.
- On July 29, 2021, Vikings' last renew was recorded with the California Attorney General's Registry of Charitable Trusts.
- On January 3, 2022, the Vikings was suspended and rendered inactive by the California Franchise Tax Board (FTB). Exempt status from the California Attorney General's Office was simultaneously lost.
- On August 4, 2023, a delinquency notice was issued by the California Attorney General's Registry of Charitable Trusts, prohibiting the organization from soliciting or disbursing charitable funds.
- Vikings remains delinquent with the Attorney General's Registry of Charitable Trusts, and suspended and not exempt with the FTB.

Allegations Regarding Vikings' Proof of Insurance for Facilities Use

Allegation: Vikings has not provided proof of insurance.

Based on witness statements and a lack of corroborating and/or factual evidence, there is not sufficient evidence to show the Vikings have not provided sufficient proof of insurance to BUSD.

- [redacted] said that in August 2024, [redacted] asked Ms. Tabet for the Vikings schedule and proof of insurance "up front." [redacted] stated, "She [Ms. Tabet] could not get the insurance because she had never paid her insurance from [the] league [PYFL]." [redacted] said she learned from [redacted], that "Eventually, she [Ms. Tabet] was able to get the insurance without paying."
- [redacted] said, "We [redacted] are part of the Valley Youth Conference [VYC]. We [redacted] are just one of the teams; the Burbank Vikings [Burbank Vikings Youth Sports, Inc. (Vikings)] are another that are represented under the umbrella."
- [redacted] said the league teams are all separate 501(c)(3)s, but are all under the umbrella of the VYC.
- [redacted] said sometimes the insurance certificates she received from Ms. Tabet referenced different entity names. [redacted] stated, "We quibbled over that [evidence of insurance] and she [Ms. Tabet] always got me what I needed. She [Ms. Tabet] always got me documentation that said Vikings."

Allegations Regarding Vikings' Fee Structure for Facilities Use

Allegation: BUSD offers a three tier fee and priority structure related to the Application for Use of Facilities. Vikings has been paying fees based upon Category 1 of the fee structure, however based upon their entity status, they should have been paying and been prioritized as a Category 3 entity.

Based on witness statements and document review, there is sufficient evidence to show the Vikings was historically charged as a Category I entity by BUSD even though they only met the criteria from April 2020 until January 2022. Further, a review of data from the California Franchise Tax Board and the California Attorney General's Office shows the Vikings was registered as a 501(c)(3) nonprofit organization from April 20, 2020, until January 3, 2022, when they were suspended and rendered inactive by the California Franchise Tax Board (FTB). Exempt status from the California Attorney General's Office was simultaneously lost.

- [redacted] explained that BUSD offers a three tier fee structure[32] related to the Application for Use of Facilities[33].
    - [redacted] said "Category I" is essentially no fee, except for custodial support and food services. [redacted] said this tier is used for BUSD programs directly associated with the students, including school groups, City of Burbank, unions, boys and girls club, and scouts. [redacted] said Category I also includes parent teacher associations. [redacted] said vocal and music associations and booster clubs are "not automatically approved, but fall under Category I." (Note: The Facility Use Rate Schedule states, "BUSD-sponsored activities directly related to the educational program, or activities sponsored by statutorily approved youth group.")
    - [redacted] said "Category II" is a direct cost for non-profits. [redacted] said this tier is used for fundraisers or events where the proceeds benefit the school or BUSD. [redacted] said facility fees are paid but at a "discounted rate." [redacted] said the non-profit's tax exemption form must be submitted with the Application for Use of Facilities to qualify for Category II fees. (Note: The Facility Use Rate Schedule states, "Nonprofit organizations not directly related to District's educational program, and/or net proceeds are expended for the welfare of BUSD students.")
    - [redacted] said Category III is used for all outside, for-profit organizations. (Note: The Facility Use Rate Schedule states, "Organizations engaged in fundraising or for-profit activities for which the net proceeds are not expended for the welfare of BUSD students.")
- [redacted] said that over the years, the Vikings program added sports including flag football, and track and field. [redacted] stated, "These two teams [sports] were not part of the joint use agreements but they were given the treatment and pricing. Only tackle [football] was [directly referenced] in the [2001] Agreement [and 2008

[32] BUSD Facility Use Rate Schedule https://resources.finalsite.net/images/v1721916932/burbankusdorg/zurslrmeqhdwumd0fzgw/useoffacilitiesrates-2022.pdf

[33] BUSD Application for Use of Facilities https://resources.finalsite.net/images/v1721916930/burbankusdorg/ir181b5cya8mvb0ua9qq/uofapplicationmaster.pdf

Amendment]." [redacted] said football season runs September to November, flag football, and track and field run from February to May, and from June to August, the Vikings also offered track and tackle football conditioning.

- [redacted] explained that as [redacted] expressed concerns regarding Vikings unpaid field use fees and Tier 1 rates charged, the interactions between [redacted] and Ms. Tabet became "uncomfortable."
- [redacted] said weekend facilities use fees are supposed to be charged the game day rate. [redacted] said Ms. Tabet was not charged a fee for the weekend restrooms "because it [the field] was open to the public and then she [Ms. Tabet] didn't get charged custodial [fees] because the custodian was already there [at the site]." [redacted] explained that the agreement states custodial fees will not be charged if a custodian is already at the site. [redacted] said, "We [BUSD] did change this [position] back [to night shift] and she [Ms. Tabet] tried to argue that she should not get charged, and we [BUSD] said, 'No, we changed that back to a nighttime position.'"
- [redacted] said, "Every other group gets [charged] the processing fees, area fee, restroom fee, and custodial fee. Vikings and AYSO did not get charged these other fees." [redacted] said, "Viking and AYSO did not pay for custodial, restroom, or area fees during practice Monday through Friday, but other groups renting the field would pay this [fees]."
- [redacted] said, "They [Vikings and AYSO] would not get charged for the fields at all [for weekend games]. They would pay a restroom fee that went from two dollars [$2] per hour to four dollars [$4] per hour." [redacted] said Ms. Tabet would block the entire day at the beginning of the season, however, was only charged for the hours that the games were held.
- [redacted] explained that the Vikings was not charged a fee for the field, the restroom fee was a direct cost for the supplies, and fees for lighting after 6:00 PM were at a discounted rate.
- [redacted] said normal pricing for a non-profit is seven dollars ($7) per hour for restrooms and one hundred twenty-five dollars ($125) per hour for lights after 6:00 PM. [redacted] said, "I am pretty sure she [Ms. Tabet] was charged twenty dollars [$20] per hour [for lights but I] don't know why."
- [redacted] said both Mr. Cantwell and Dr. Paramo repeatedly told her, "This [facilities use fees] is a sensitive subject and they had to be careful." [redacted] recalled, "When we had the issue last year with someone being removed [from a field] because of Vikings, I was told, 'It's politics.'"
- [redacted] recalled that the Vikings only paid for direct costs such as lighting and paper products and was not charged the BUSD field or restroom fees.

Allegations Regarding Vikings Ejection of Other Groups from Facilities and Fields

Allegation: Vikings is "kicking" other groups off of BUSD fields, even when those groups have the appropriate field use permit.

Based on witness statements, there is sufficient evidence to show that outside groups and BUSD athletic teams were denied field use as a result of the Vikings presence on fields, even though BUSD athletic teams held priority, and other organizations had valid use permits.

- Mr. Cantwell recalled that the Vikings track students were showing up to fields and "kicking off" other organizations who had been issued proper permits. Mr. Cantwell said, "People claimed that Char [Tabet] told them they could use the field." Mr. Cantwell said around February 21, 2025, he sent a memo to Ms. Tabet and the head coach of the Vikings track team which stated, "They could not use the facilities until this was worked out" and he never received a response.
- [redacted] said, "They all share the field during these times." [redacted] said, "The high schools, in their perspective, they felt like it was mandatory to make the accommodation to make space for Char's [Tabet's] groups [Vikings]." [redacted] recalled, "[redacted] said they would move their school practices to fit the Vikings in because they felt like they needed to accommodate them.
- [redacted] recalled, "When we had the issue last year with someone being removed [from a field] because of Vikings, I was told, 'It's politics.'"
- [redacted] said the LA Aviators had a permit and were kicked off the field (by Vikings). [redacted] stated, "Upper [BUSD] management" told her that AYSO had been kicked off the field (by Vikings).
- [redacted] said the Renegades were "squished" off the field (by Vikings).
    - [redacted] said Renegades was upset with Vikings about this and would "mess" with Vikings whenever they needed a field. [redacted] said, "So, she [Ms. Tabet] came after them for the use of temporary lights. She [Ms. Tabet] stepped in as a Board member. They [Renegades] had requested to use temporary lights that would go into the ground. I got approval from [redacted] who said, 'They weren't in too deep' and 'they would be okay.' [redacted] went out and saw them and they were okay."
    - [redacted] said, "She [Ms. Tabet] stepped in because she didn't want to give them [Renegades] an advantage to stay at Huerta [DHMS] with the lights." [redacted] said Ms. Tabet told Mr. Cantwell, 'It was absolutely not allowed.'"
- [redacted] said the Renegades organization felt they had a right to use the field. [redacted] stated, "The [Facilities] shop is right behind Huerta (DHMS) field. Some guy, a coach from the Vikings, [redacted] went up to the Renegades soccer coach and started yelling to kick him off the field. You think of Vikings and Burbank, you know it is Char [Charlene Tabet]. So, the Renegades Coach [redacted] told the

girls to pack up their stuff and leave the field. Char [Charlene Tabet] just used the fields when she wanted. I know something happened at [John] Burroughs [High School] recently and they [Vikings] used the field without permission."

- [redacted] said that in his Wednesday, November 5, 2025 administrative meeting, which included [redacted] asked whether anyone had been pressured by a Board member during school events. [redacted] stated, "Both of them [redacted] said, 'Yes, every weekend,' so very different than what I told you in our meeting. Char Tabet was going to both of them. They both [redacted] felt that there was undue pressure every week. They [redacted] used Char Tabet's name. They [redacted] made it very clear that it was a lot of pressure."
- [redacted] recalled that in September 2024, the LA Aviators, an AYSO team, had a facilities use permit, and the Vikings "showed up before, and then the other team [LA Aviators] had to leave." [redacted] said the Vikings did not have a permit because Ms. Tabet submitted the application late and the facilities were already permitted to AYSO and a District welcome event. [redacted] said, "I was directed to move AYSO or cancel so that Vikings could have the field. Multiple people directed me. [redacted] was the one who contacted me and directed me to do this."
- [redacted] said "sometimes" other teams and Vikings track and field and football would arrive to use facilities at the same time. [redacted] said Vikings track and field and football would be without a permit, requiring [redacted] to contact Ms. Tabet. [redacted] said, "it was weird," because normally [redacted] spoke directly with a group's coach, but "she [Ms. Tabet] was the point person." [redacted] said [redacted] also "knows the Vikings was constantly showing up places they were not supposed to be."
- [redacted] recalled that Ms. Tabet asked for field time, inquiring about space and access during "certain times," and "at moments, asking for special favors and to bypass current protocols. My answer was always, 'No.' We have a priority system for use of facilities. She [Ms. Tabet] was heavily connected to Vikings [Burbank Vikings Youth Sports, Inc.] football."

Allegations Regarding Vikings' Preferential Treatment as a result of Ms. Tabet's Role in Vikings Leadership

Allegation: Vikings was given preferential treatment regarding field use and Ms. Tabet has held or does hold a leadership position within the organization.

Based on witness statements, there is sufficient evidence to show the Vikings received preferential treatment regarding BUSD field use as a result of Ms. Tabet's relationship with the organization.

- Mr. Cantwell said that during fall 2024, "She [Ms. Tabet] brazenly lied in a District email" about no longer being an officer for Vikings, and later told him (Mr. Cantwell), "Of course I [Ms. Tabet] am the person [Vikings representative]. I just said that."
- Mr. Cantwell said no other community groups would have had use of BUSD facilities if they owed BUSD a debt similar to the Vikings.
- [redacted] said Vikings needed to go through her first, however Ms. Tabet would go to the athletic director or coaches direct, and not get the permit via [redacted]. [redacted] said, "She [Ms. Tabet] was just getting the coaches' permission [to use facilities for the Vikings]. Because Vikings and Char Tabet had been a part of the community for so long, they [the coaches and athletic director] felt they had to accommodate Vikings."
- [redacted] said that one day in October 2024, Ms. Tabet was at the BHS field for Vikings team photos. [redacted] said the Vikings did not have a permit to be at the BHS field, yet Ms. Tabet called Dr. Paramo about a dog on the field. [redacted] stated, "So, she [Ms. Tabet] was not even supposed to be there [at the BHS field], and she is complaining about the dog, and she didn't even have a permit to be there."
- [redacted] recalled that (on an unknown date), she was going to deny a Vikings facilities request in order to comply with heat protocols, "and I was told I had to make room for Vikings."
- [redacted] recalled that during the 2024-2025 school year, a request for facilities was denied to the City of Burbank Parks and Recreation, "because Vikings was using the facility," which was "a big disappointment for the City."
- [redacted] said anytime the [redacted] wanted to hold fall league, they could not do it because Vikings had reserved all of the field time.
- [redacted] said [redacted] was communicating with an [redacted] at the beginning of the incident; she was helpful and tried to "level out" the field sharing. [redacted] reiterated, "Right when we were about to agree on everything, the middle-aged gentleman from Vikings came in and destroyed everything." When shown a photo of BUSD Board Member and President of the Youth Vikings Football Club Charlene Tabet, [redacted] acknowledged that was the woman he spoke to about the field scheduling conflict.
- [redacted] said although two weeks' notice on changes to dates and times were required for permits, Ms. Tabet called to make changes inside the two week period "quite often." [redacted] said Ms. Tabet and the Vikings was probably the most difficult group.
- [redacted] stated, "There were times where our own [BHS] programs needed to use the field and allegedly Char [Tabet] called and said she needed the field and it was approved. She was a Board member so what do you do? I remember our soccer team needed field time and then she [Ms. Tabet] was trying to take jabs at [redacted] and [redacted]

- [redacted] reported, "The main thing we [redacted] and Ms. Tabet] were always talking about was Vikings wanted our [JBHS] field time."
- [redacted] reported that [redacted] sent Ms. Tabet "a lot of texts asking for time [for JBHS teams]. It was very frustrating. I will tell you that." [redacted] said, "So, I kept having to call her [Ms. Tabet] saying that Vikings was taking time from our people [JBHS teams]."
- [redacted] read an October 5, 2022 message [redacted] received from [redacted] which stated, "The Vikings will not let us be on the field." [redacted] said [redacted] then texted Ms. Tabet who replied, "'They [Vikings] should not be taking priority over the school programs' but there was disconnect. She [Ms. Tabet] said she would talk to them [Vikings] but nothing ever happened." [redacted] reported that later in July 2022 and continuing throughout the high school football season, JBHS marching band was being denied use of the field by the Vikings.
- When asked about contact with Vikings coaches [redacted] said [redacted] never met them, and when [redacted] asked [redacted] for the Vikings contact information, [redacted] was given Ms. Tabet's phone number. [redacted] stated, "If it [Vikings' contact] were the coaches, I would have spoken directly to the coaches. Thus, the disconnect."

Allegations Regarding Vikings' Facilities Use Permit Monopolization and Requiring Other Groups to Sublet from Vikings

Allegation: Vikings was blocking field use dates so no other organization could use the fields unless they sublet from Vikings.

Based on witness statements and document review, there is sufficient evidence to show the Vikings was blocking out field use for full days so no other organizations could use the fields. Additionally, based on statements, there is sufficient evidence to show the Vikings was allowing (and possibly charging) other organizations to use BUSD fields under the Vikings facilities use permit.

- [redacted] said Viking games and track meets were held on the weekends so Ms. Tabet (in her role as president of the Vikings) submitted one permit for the practice schedule, and one permit for the games. [redacted] said Ms. Tabet would reference "vague times" on the facilities use permit applications, and "I [redacted] would [use] white [out] over [the text] and put [write in] the specific dates and times."
- Mr. Cantwell stated, "She [Ms. Tabet] would submit paperwork to [redacted] as if the Viking's were using the field." Mr. Cantwell said, "Char [Tabet] would falsely represent it as if the Vikings was using the facility."
- Mr. Cantwell said other organizations started using the field under the Vikings' reservation "because she [Ms. Tabet] would get better rates on [their] behalf." Mr. Cantwell said, "She [Ms. Tabet] was letting other organizations use the Viking's umbrella to rent fields and those other organizations paid Ms. Tabet; however, "we don't know what she [Ms. Tabet] was charging those groups." Mr. Cantwell said the

groups that were using the facilities included Phenom flag football, Blackhearts tackle football, and a club soccer team.

- [redacted] said, "Valley United Track [& Field][7] program was also using the Vikings name to get the track [permit] and the special pricing." [redacted] said, "[I] just found out about them."
- [redacted] said she explained to Vikings [redacted] that they needed to complete paperwork and obtain a facilities use permit. [redacted] asked [redacted] to identify his team, and he said, "Well, we are Valley United, but we are part Vikings." [redacted] said the paperwork and insurance submitted for a facilities use permit identified "Valley Youth Conference. Nothing said Vikings."
- [redacted] recalled, "She [Ms. Tabet] had this blanket reservation," but Blackhearts need space on the field, so other teams "had to sublet the space from Vikings." [redacted] said, "He [redacted] didn't tell me this part. This was discovered because we had him [redacted] at another site. They [Blackhearts] had their permit for practices but when it came to the games, he [Blackhearts] was permitted through Vikings because she [Ms. Tabet] had the space [reserved under her blanket permit]."
- [redacted] said that in May 2025, she saw the Facebook post about football practice at BHS, but "They [Vikings] didn't have a permit." [redacted] recalled that she and [redacted] went to the field. [redacted] said, "I found the coach [redacted] and said, 'You don't have a permit and you need to leave.' They [Blackhearts and Vikings] happened to be having a board meeting that evening." [redacted] recalled both [redacted] and Ms. Tabet were present. [redacted] said, "She [Ms. Tabet] may have been off of the [BUSD] Board but she was back [involved in facilities use permit applications]. She [Ms. Tabet] had filled out the permit under Vikings. So, I said, 'West Valley Blackhearts also owes us money as well, like ten thousand dollars [$10,000].'"
- [redacted] recalled the permit for games included every Saturday from 7:00 AM to 10:00 PM from late August through mid-November. [redacted] said Ms. Tabet did not provide game details until a week prior, "so we [BUSD] would not really know when the fields would really be used until a week prior."
- [redacted] said that at the June 18, 2025 BUSD Board meeting, an AYSO representative [redacted] spoke for about twenty-five minutes and "tore apart" Vikings football, alleging they (Vikings) were taking away field time from "everyone." (Note: The AYSO website [redacted].)
- [redacted] said the [redacted] never looked into the permit for the 2024 season because [redacted] said he had the permit, and it was their understanding that the [redacted] were covered under the "VYC umbrella." [redacted] explained, "When we go to a track meet, we never ask to see the permit, as that is obtained by the hosting team."

- [redacted] reported that they (the [redacted]) spoke to [redacted] after they were asked to leave the BHS field, and [redacted] said he had canceled the permit for that night, but never conveyed the cancellation to [redacted]. [redacted] said [redacted] then said he told someone (unknown name) that the [redacted] were still going to use the field, and was told it was "fine."
- When asked, [redacted] said he believes the [redacted] were asked to leave the BUSD field on February 24, 2025.
- [redacted] said she did not understand why Ms. Tabet was "so involved in field time," and why club coaches submitted permit request via Ms. Tabet rather than submitting permit requests directly to the District.

Allegations That Vikings' Profited from Subletting of Facilities to Other Groups

Allegation: Vikings was collecting fees in excess of those paid from other organizations who were subletting from Vikings.

Based on witness statements, there is sufficient evidence to show the Vikings was charging other organizations for BUSD field use.

- [redacted] stated that from a financing perspective, the [redacted] were responsible for their two meets in 2024, and expected some type of financial obligation, but the [redacted] were not asked for payment in 2024. [redacted] said that in 2025, the [redacted] received an email from [redacted] which appeared to be "cut and pasted." [redacted] explained that a third team was also using the BHS track, Thimsha Tigers (Tigers). [redacted] said, "So we had gotten a bill and our portion of the bill was like seventeen hundred dollars [$1,700], but there was no payee or invoice. So I reached out to [redacted] and said, 'You need to work this out.'"
- [redacted] reported that in 2025, the [redacted] were still having issues scheduling field time at LCES fields because of construction, so the [redacted] contacted [redacted] to ask for field time and were told the [redacted] still owed money (from 2024). [redacted] said [redacted] told him to make the check payable to him [redacted], so he did. [redacted] said this was at the beginning of this past (2024-2025) season, and he was never provided an invoice although he asked multiple times. [redacted] stated that [redacted] told him the Vikings treasurer would send an invoice to the [redacted], but it never came. [redacted] reiterated the [redacted] expected some financial obligation and assumed they (the [redacted]) were reimbursing the Vikings. [redacted] provided a copy of the canceled check. (Note: The date written on the check is February 2024, but the check was written in 2025. See bank cashed date.)
- [redacted] said the [redacted] were told it was a "reimbursement for the portion of the fees paid [by Vikings] which made me a little uncomfortable that we were asked to make the payment to [redacted] directly."
- [redacted] stated, "There was little flag for me because there were three clubs that practice there [at BUSD facilities] and there were a number of meets there [at BUSD

facilities], and we [the [redacted]] only ran two [meets] and we don't know who paid the other." [redacted] said the [redacted] were not provided a breakdown of costs.

- [redacted] said [redacted] were present less often than the other teams, including the Vikings, but they ([redacted]) were charged the most and he did not understand why.
- When asked if they received invoices from the District, [redacted] said they did, but none of them were for track meets or practices, only custodial and restroom fees.
- Although the email from Vikings reported facilities fees for Spring 2024 at four thousand five hundred dollars ($4500), BUSD only charged Vikings seven hundred forty four dollars ($744) for the shared field time dates. Based on allocations in the Vikings' email dated January 21, 2025, Vikings or Vikings representatives recouped two thousand five hundred four dollars ($2504) in excess of the fees Vikings paid to BUSD.

Allegations Regarding Vikings' Non-Payment of Facilities Use Fees

Allegation: Vikings was not paying the invoiced fees to BUSD.

Based on witness statements and document review, there is sufficient evidence to show the Vikings was behind on facilities use payments but were still permitted apply for and receive facilities use permits.

- Mr. Cantwell said Ms. Tabet "represented herself as the president of the youth Vikings football [Burbank Vikings Youth Sports (Vikings)], and as a result, she [Ms. Tabet] felt she did not need to follow facilities use rules and fees." Mr. Cantwell said, "[Vikings Football] used the facility without [paying] facility fees. [Vikings] only had to pay custodial [fees]."
- Mr. Cantwell said the Vikings track team wanted to use the site and he told Ms. Tabet she could not use the field until her facilities fee payments were current.
- [redacted] said, "Payment is supposed to be [submitted] in advance but since she [Ms. Tabet] couldn't tell us her schedule ahead of time, we had to charge her after. Vikings was the only organization who couldn't tell us their schedule ahead of time."
- [redacted] said she had no trouble with payments from the Vikings prior to Ms. Tabet's leadership, but it changed when Ms. Tabet "became in charge."
- [redacted] recalled that Ms. Tabet always said she had to wait to collect fees prior to paying the District. [redacted] said Ms. Tabet paid, "but it was always at the last second."
- [redacted] recalled that at the beginning of the 2024-2025 school year, Vikings owed around ten thousand dollars ($10,000) in overdue facilities fees.
- When asked about discussions to pay lesser facilities fees or a differing tier for field use fees, [redacted] said, "I know there were conversations for non-payments. I know that Vikings football in particular, was put on notice that if they didn't make a payment they would not have been able to use the facilities." When asked whether Vikings

made those payments, [redacted] said he recalled conversations that they (Vikings) made those payments but he does not know for certain.

- Ms. Pontzer Kamkar said, "He [Mr. Cantwell] sent a memo to the Board that Friday [unknown date] and it basically said, 'We have a problem with Char [Tabet] and Vikings.'" Ms. Pontzer Kamkar recalled that Mr. Cantwell told the Board Ms. Tabet stopped making payments in the fall (2024) and "they [BUSD leadership] were going to tell her [Ms. Tabet] she couldn't use the field in the spring [2025]."

DISTRICT KEYS TRACKING

Allegation: District keys are not tracked properly.

Based on witness statements, there is sufficient evidence to show the BUSD key tracking procedures need to be reviewed, and that District keys have been given to community members and other individuals who are not employed by the District.

- [redacted] said [redacted] was the individual who gave Ms. Tabet the keys, or he gave [redacted] the keys to give to Ms. Tabet. [redacted] said, "It [the keys] got into her [Ms. Tabet's] hands. I am not sure how. [redacted] is the one that would have made the request."
- [redacted] said he does not know if Ms. Tabet has a grand master key. [redacted] said Ms. Tabet had keys to unlock doors (at BHS) and is certain she held a meeting in one of the rooms (at BHS) without any permission.
- [redacted] said the cul-de-sac on Shelton Street includes a cinder block area and some parking spaces. (Note: The cul-de-sac on Shelton Street is situated to the west of the District office and south of Huerta.) [redacted] said someone gave Ms. Tabet permission to park a trailer there which contained all of the (Vikings) football gear during the season. [redacted] said Ms. Tabet had a key to open the gate/padlock to the parking area.
- [redacted] said [redacted] from Vikings track and also has a set of keys to BHS.
- [redacted] recalled that about two years ago, when she arrived at BHS on a weekend, she found private league coaches using the ice machine in the athletic room which could only be accessed by a master key.
- [redacted] said [redacted] was the individual who gave Ms. Tabet the keys, or he gave [redacted] the keys to give to Ms. Tabet. [redacted] said, "It [the keys] got into her [Ms. Tabet's] hands. I am not sure how. He [redacted] is the one that would have made the request."
- When asked about keys, [redacted] laughed and said many people with the City of Burbank have keys to BUSD gates. [redacted] explained that gate keys open any exterior gate. [redacted] said they used to have a log of keys issued, but no one ever enforced the key policy. [redacted] said, "Coming up soon we will get requests for keys because sites loose keys all day long."

- [redacted] stated, "Kids [students] have gate keys. Coaches ask the kids [students] to open a gate and forget to get their keys back. Then, they [coaches] just go get a new set. There is no recording of it [lost keys or key issuance]. That is the problem."
- When asked if Vikings and AYSO have keys, [redacted] said they are not supposed to, but they do. [redacted] said he is certain Board members also have keys. [redacted] said the District lacks a policy regarding keys. [redacted] explained that they do not collect keys from employees at the end of each school year. [redacted] said likewise, they do not collect keys from terminated employees. [redacted] stated, "We have a huge issue with keys." [redacted] said they are "absolutely not" in a secure situation.
- [redacted] said he is unsure if the Vikings have keys to BUSD buildings, but said they may have keys for the BHS gym.
- When asked, [redacted] said she never heard about Ms. Tabet having a key but always assumed she had one because her (Vikings) coaches were on the fields all the time.
- When asked whether Ms. Tabet had her own set of keys, [redacted] said, "I suspect she [Ms. Tabet] did and she may have given them to some of her parents. I never witnessed this but if she [Ms. Tabet] had containers and a golf cart I can only assume she did. I never checked out any keys to her."

CHRISTMAS TREE LOT

Allegation: Char Tabet took over a Christmas tree lot business that was operated on Burbank High School (BHS) property.

Based on witness statements, there is sufficient evidence to show Ms. Tabet operated a Christmas tree lot on BHS property for an unknown numbers of years in 2021 and prior.

- When asked about the Christmas tree lot, [redacted] said [redacted] was a long-time Christmas tree provider. [redacted]eported that she began receiving calls from [redacted] on an unknown date saying he needed to speak with someone because one of the Board members had taken his business.
- [redacted] said all she knew was that Ms. Tabet was suddenly running the Christmas tree lot. [redacted] stated, "It wasn't quite kosher."
- [redacted] said [redacted] "went after her [Ms. Tabet] and said Board trustees cannot be running businesses on school sites."
- Mr. Cantwell said he has heard allegations that Ms. Tabet used a for profit company for a Christmas tree lot on District property and "gave kickbacks to various student clubs if they provided students to volunteer and work at the Christmas tree lot." Mr. Cantwell said this occurred "approximately four years ago [2021] and prior."
- Mr. Cantwell said Ms. Tabet was identified as the owner of a for profit S corporation who provided a Christmas tree lot at Burbank High School (BHS). Mr. Cantwell said Ms. Tabet had "free access to a portion of the high school" to host a Christmas tree

lot, for about forty-five days in November and December. Mr. Cantwell said Ms. Tabet was given "preferential treatment" as a Board member because the facilities use fee charged to a for profit company should have been "Tier 3." Mr. Cantwell said the Christmas tree lot was open during school hours, and Ms. Tabet claimed she would provide money to the school groups, including teams, who volunteered to help with the Christmas tree lot.

Allegations School Donations Ceased After Ms. Tabet Assumed the Christmas Tree Business

Allegation: Char Tabet did not make any contributions back to BHS as a result of the Christmas tree sales.

Based on witness statements and document review, there is sufficient evidence to show that it is likely that Ms. Tabet did not make any contributions to BHS as a result of the Christmas tree sales.

- [redacted] said, "So we were told that it [Christmas tree sales] was a fundraiser for the baseball team." [redacted] said it was rumored that [redacted] and Ms. Tabet "bought" the business from the previous purveyor.
- [redacted] said once [redacted] accused Ms. Tabet of stealing, he "dropped us and left," and then Ms. Tabet took over with the "same deal." [redacted] said, "She [Ms. Tabet] said something about 'We are doing the same deal.' And I said, 'We are doing the same deal, and you [Ms. Tabet] are making a donation to the school?' and she looked at me and said, 'When we make money but we haven't been making money the past several years.'"

Allegations Regarding Facilities Use Permits for Christmas Tree Lot

Allegation: Ms. Tabet did not request a facilities use permit for the Christmas tree lot.

Based on witness statements, document review, and a lack of corroborating and/or factual evidence, there is not sufficient evidence to determine whether Ms. Tabet requested and/or was issued a facilities use permit for the Christmas tree lot at BHS.

- [redacted]
- [redacted]

Allegations Regarding Utilities (Electricity and Water) to Christmas Tree Lot

Allegation: BUSD paid for the electricity and water for the Christmas tree lot.

Based on witness statements, document review, and a lack of corroborating and/or factual evidence, there is not sufficient evidence to determine whether BUSD or Ms. Tabet paid for the utilities (lights and water) that were required to operate the Christmas tree lot at BHS.

[redacted]

STORAGE UNITS

Allegations Regarding Char Tabet's Use of District Property to Store Vikings Equipment, Christmas Tree Business Equipment, and Personal Items

Allegation: There were multiple storage units on BUSD property, which BUSD employees did not have access to. These storage units contained Christmas tree lot items, Vikings Youth items, and personal property allegedly belonging to Ms. Tabet, and Ms. Tabet's [redacted] *Ms. Tabet did not have the proper authority or facilities use permit for the storage units.*

Based on witness statements, there is sufficient evidence to show Ms. Tabet had keys, and was using at least two storage containers which were housed on BUSD property. Additionally, there is sufficient evidence to show Ms. Tabet was not paying for the storage units or space, and she did not have authority or facilities use permits related to the containers.

- Mr. Cantwell said two forty-foot storage containers are placed on District property in the area of Ms. Tabet's Christmas tree lot and Ms. Tabet "had keys and access to use [them] as storage." Mr. Cantwell said that these storage containers are placed at BHS and the District has no documentation about what is being stored inside. Mr. Cantwell said that about two weeks ago (week of June 9, 2025), he and [redacted] opened the storage container and "it was all Vikings stuff, and Christmas tree stuff, and some of her [Ms. Tabet's] personal stuff."

- Mr. Cantwell said they also identified a storage container at the Horace Mann Child Development Center site for early childhood education for which they did not have keys. Mr. Cantwell said, "We cut the locks and found that Char [Tabet] was using it as a personal storage unit for her and a woman [redacted]
- Mr. Cantwell said they (BUSD) contacted [redacted] who explained that she was "going through a hard time and Char [Tabet] said she could store things there and Char [Tabet] would unlock the gates and open the unit for her [redacted] Mr. Cantwell recalled, "She [redacted] said she did not pay any money [to Ms. Tabet] for [use of] it [storage container] and it was a friend [Ms. Tabet] doing her [redacted] a favor.
- [redacted] recalled that [redacted] allowed Ms. Tabet to use storage containers to store items at Horace Mann Child Development Center (Horace Mann) and Burbank High School (BHS). [redacted] reported that sometime in the last year, he was asked to pick the lock on the storage container at BHS because Ms. Tabet lost her key. [redacted] said he did not look inside the storage container but believes Christmas tree items were inside.
- [redacted] said another storage container was located at Providencia Elementary School (PES) for a few months (unknown dates) and then it was gone. [redacted] said he saw "a whole bunch of stuff," including personal tables and furniture. [redacted] said he wishes he had written down the things he witnessed.
- [redacted] said there are four storage units; two storage units located at BHS and two storage units at Horrace Mann Child Development Center (Horrace Mann) which contain "potential non District items." [redacted] said the two storage units located at BHS may not be owned or rented by BUSD because the District has no record of them. [redacted] confirmed the two storage units at Horace Mann are owned by BUSD.
- The Storage Unit 1 at BHS is a [redacted] The storage unit is located in a dirt lot adjacent to the BHS Football field where the Christmas tree lot had previously operated.
- [redacted] said he did not have a key for Storage Unit 1, so the lock was forcibly removed to allow access to the interior prior to inspection by Investigator Amy Irving. Photographic evidence of the interior contents include a Christmas tree and other miscellaneous items, along with food service items and a green golf cart.
- Storage Unit 2 at BHS is a [redacted]. [redacted] said he also did not have a key for Storage Unit 2, so the lock was forcibly removed to allow access to the interior prior to inspection by Investigator Amy Irving. Storage Unit 2 contained football helmets and various Burbank Vikings Youth Sports, Inc. (Vikings) uniforms.

- Storage Unit 3 is located at Horace Mann Child Development Center. [redacted] said he did not have a key for Storage Unit 3, so the lock was forcibly removed to allow access to the interior prior to inspection by Investigator Amy Irving. Storage Unit 3 contained several items which appear to belong to [redacted]. The items in Storage Unit 3 included poles that may have been used for the Christmas tree lot, a bag with trash containing a Starbucks cup featuring [redacted] name, and lingerie.
- Storage Unit 4 is also located at Horace Mann Child Development Center. [redacted] did not have a key for Storage Unit 4, so the lock was forcibly removed to allow access to the interior prior to inspection by Investigator Amy Irving. Storage Unit 4 held miscellaneous items featuring the name [redacted] including mail and catalogs, along with other personal items. Storage Unit 4 also contained food preparation and serving items, a pop-up tent frame, coolers, and additional Christmas tree lot items, along with items which may be District property.
- When asked about storage containers, [redacted] said Ms. Tabet contacted him and asked if she "could store stuff" in the containers at Horace Mann Children's Center (HMCC). [redacted] explained that one storage container was a forty foot container used for irrigation parts. [redacted] recalled that Ms. Tabet asked if she could "store stuff for a friend," and he told her she could. [redacted] said the container was locked, but he provided access to Ms. Tabet.
- When asked about storage containers at Burbank High School (BHS), [redacted] said he had "no clue" about those, and heard about them through [redacted] yesterday.
- When asked about Ms. Tabet's storage units, [redacted] said, "Char [Tabet] mentioned that she had a storage unit at Horace Mann [Child Development Center] where she kept some of her personal stuff."
- [redacted] said, "From what I understand, there was Christmas tree lot stuff inside [one storage container] and the other one [storage container] had Vikings supplies. Also, I found out that the storage containers were owned by a separate company that did not get paid, and about eleven thousand dollars [$11,000] is owed [by Ms. Tabet]."
- [redacted] said the other two storage containers with personal items "allegedly belonged to [redacted]" of Ms. Tabet.
- [redacted] said, "We also came to find out that those storage containers were part of the Christmas tree set up that were being utilized. Burbank city power [Burbank Water and Power] came to look at [the BHS site]."
- [redacted] said she only knows about storage units on campuses because Ms. Tabet would call her and ask to have cars moved so she (Ms. Tabet) could access the containers on site during the Vikings season. [redacted] reported that she contacted site principals to ensure access for Ms. Tabet. [redacted] said, "I always thought it was a conflict of interest, but nobody did anything. 'Her [Ms. Tabet's] people' brought them in but I don't know how she [Ms. Tabet] acquired them. It was always last

minute. I would say, 'It's for Char [Tabet]' and then the [Facilities] guys [staff] would be like, 'Okay.' Then she [Ms. Tabet] got to the point where she [Ms. Tabet] would go straight to [redacted] or one of the other [Facilities] guys [staff]."

- When asked about storage units, [redacted] said BHS has two onsite, and when she called the company listed on the units, they reported payments were overdue and the units were being repossessed. [redacted] said she could not recall the name of the company who owns the units. [redacted] said, "I walked into the storage units. One of them [storage unit] was not locked and [redacted] reached out to Char [Tabet]. I took like one or two extension cords. One [storage unit] is clearly helmets and football stuff, and the other one [storage unit] was Santa stuff. I was in the storage [units] sometime at the end of June or beginning of July 2025."
- [redacted] said BHS has "several storage units" which were already present at the site when she began working at BHS; "They had always been there." [redacted] stated that when she asked about them, she was told, "It was [BHS] football's [storage], then I heard that they [storage units] were Vikings [football equipment], [which] I thought was odd."
- [redacted] said, "Last year at some point, somebody said, 'Hey did a new bin get dropped off?' and I remember going there [to BHS] with Facilities [Department staff] to inventory which bins were whose and somebody said, 'Those are Char's [Tabet's].'"
- [redacted] said they used bolt cutters to access the storage units. [redacted] said, "[In the storage units,] there were cleats, clothes, cans of beans, raffle tickets, a golf cart. There might have been a grill in there. There were football uniforms in there. All Vikings related. We did not have keys to these bins." [redacted] said "somebody" has contacted "whomever owns them and they are going to come and pick them up."
- [redacted] said BUSD has no permits for storage containers on BUSD property, and has not received payment.
- [redacted] said her facilities use invoicing dates back to the 2019-2020 school year. [redacted] said she did not identify any requests for storage units; "those are a verbal agreement," probably with [redacted].
- [redacted] said, "Typically, we don't allow people to store stuff on our facilities. It was only AYSO and Vikings [needing storage]. They had to get permission from the site direct." [redacted] said AYSO has storage bins at PES and Luther Burbank Middle School (LBMS).
- [redacted] said the Vikings had a storage container at BHS, and in the summer, Vikings parked a temporary trailer at the DHMS fields.

PAYROLL AND HUMAN RESOURCES

Allegations Regarding Supervisors Lack of Involvement in Approval of Employees Standard Hours, Extra Hours, and Time Off, along with Allegations Regarding Employees' Approval of Own Hours

Allegation: There is a lack of approval process for payroll at BUSD.

Based on witness statements, there is sufficient evidence to show supervisors, with the possible exception of the superintendent, are not approving extra time, hourly time, or time off for their employees, and some employees are approving their own time. Note: Due to the Los Angeles County Office of Education audit, additional investigation or document review was not conducted.

- [redacted] said, "So, that is happening at the site. So, the principals and directors are not approving payroll. Do you think there could be abuse of that? Absolutely. We need a system that makes sure principals and directors [are responsible] with a mandatory approval. Seventy percent [70%] of our entire budget is spent on payroll. Office managers are not authorized signers, so why are they entering, and more or less authorizing, payroll. Each school is doing payroll differently. My biggest gripe is it [payroll] doesn't route to a manager to pay [approve]."
- When asked about payroll, [redacted] said, "I don't do payroll," so she is unsure how time is tracked, but she is aware that all full time staff submit "time tickets," and she believes staff mark the hours they did not work (negative time tracking).
- [redacted] recalled that before she [redacted] last year (2023-2024), [redacted] was the only staff person processing time tickets for child development staff, and neither she [redacted] nor [redacted] supported that task. [redacted] reported that this year (2025-2026), "Arlene [redacted] is still doing it."
- [redacted] said BUSD uses negative time reporting, and she reports time for herself and all directors that Mr. Cantwell oversaw. [redacted] said she is typically copied on email requests for time off, and once the time off is approved, she posts it to Electronic Time and Attendance Collection (ETAC) system. [redacted] explained that every department has a time reporter; she believes Instructional Services has three people with one handling secondary principals, one handling principals, and one handling everyone else. [redacted] said the superintendent approves all assistant superintendents' time reporting.
- When asked who tracks [redacted] time off, Mr. Cantwell said, "It is my assumption [redacted] keeps track of [redacted] own time off.
- [redacted] stated, "The [consultant and employee] time reporting [process] was odd to me. I have never been somewhere where you input your time and not get it [employee hours] approved by my manager. There is really no managers that approve [employees'] time anywhere in the District. It is bizarre."

- When asked about timesheet approvals, [redacted] said approvals occur at the site level and no report is generated to audit the input of employee's hours site data against the District data. [redacted] said at the site level, extra hours are submitted with an administrator signature.
- When asked about knowledge of any BUSD employees who do not enter their time, [redacted] said, "I think everyone knows [redacted] doesn't put in [redacted] time off. I don't know if I should say. I think [redacted] is the worst. I don't want to say. It is someone in a department around here that I used to work with."

Overtime, Vacation and Sick Leave Pay

Allegation: There are concerns with the processing of payroll, including who is processing time and time off, overtime, employee's processing time after they have left their time tracking positions, and employees not accurately recording time off.

Based on witness statements, there is sufficient evidence to show there may be an internal weakness regarding who processes time and time off, overtime, access to process time tracking once an employee moves from their time tracking position to a new position within BUSD and with employees not accurately recording time off. Note: Due to the Los Angeles County Office of Education audit, additional investigation or document review was not conducted. This systems concern is provided for reference when cross checking the result of the payroll audit.

- Mr. Cantwell stated, "If you check Transparent California you will see [redacted] was compensated higher than most principals and VPs [vice principals] in our District. [redacted] was given a lot of comp time. [redacted] was paid like forty thousand dollars [$40,000] in overtime but was in 'exempt' status [so ineligible for overtime pay]."
- [redacted] said that on July 23, 2025, [redacted] said she and Dr. Rudchenko were investigating me concerning failure to report vacation and administrative leave. [redacted] recalled, [redacted] back peddled when I told her that [redacted] was unaware that there was an investigation against me."
- [redacted] said, "They dropped the time [audit for her leave] but then Sarah [Rudchenko] and [redacted] went after [redacted]. I have a [redacted] who worked [at BUSD] [redacted]. [redacted] reported that he worked eight hours and he was counting his lunch. In June [2025], he [redacted] was over reported, and then in July [2025], [redacted] docked his [redacted]" [redacted] said, "She [redacted] also left [redacted] earning less than minimum wage because of her docking."
- [redacted] said, "[redacted] and Sarah [Rudchenko] said they were also looking into [redacted] time reporting. She [redacted] works in the Child Development [Department]." [redacted] said, "She [redacted] also docked [redacted] for time [redacted] had worked in March and April [2025]. It

[additional hours] was approved by a previous supervisor. It was not overtime. [redacted] was asked to work on reports. [redacted] has two positions [redacted] was not allowed [sic allowing [redacted] to use [redacted] sub [substitute] sick leave when [redacted] was sick that [redacted] had used before. She [redacted] also docked [redacted] paycheck in July 2025, for the March and April hours."

- [redacted] said, "John [Paramo] asked me to work with [redacted] and Sarah [Rudchenko] to look into Andy's [Cantwell's] payroll. There were some things that looked wrong."

Allegations Regarding Payroll Processing for Child Development Employees

Allegation: [redacted] continued to process time and time off after [redacted] moved to a position in payroll at the District office for [redacted] who worked in the Child Development Department.

Based on witness statements, there is sufficient evidence to show there may be an internal weakness in systems control when a time tracking employee moves from their time tracking position to a new position within BUSD. Note: While witness details are provided, BUSD is currently conducting a separate payroll audit. This systems concern is provided for reference when cross checking the result of the payroll audit.

- Dr. Rudchenko said, "[redacted] found out that [redacted] was putting in [redacted] time for [redacted]. That was when I got involved. [redacted] noticed that [redacted] was [also] putting in time for another person [redacted] who happens to be [redacted] Dr. Rudchenko said [redacted] was only inputting the payroll for these two classified employees. Dr. Rudchenko said, "[redacted] shouldn't have been inputting either of them. [redacted] worked certificated [personnel], not classified, and neither one of them had timesheets, everyone else had timesheets. This was either late June or July [2025]." Dr. Rudchenko said this happened after [redacted] returned from leave.
- [redacted] reported, "This email [from [redacted] said, '[redacted] at the preschool, would do [process] those three payrolls and [redacted] will do [process] all the others.'" [redacted] said, "We thought that was how it [time tickets] went [were being processed]." [redacted] said that in the process of researching [redacted] sick time question, [redacted] learned that [redacted] was still processing the timecards, not [redacted]
- [redacted] said that in July 2025, [redacted] requested vacation time she did not have, but someone approved it, possibly [redacted], who did not realize [redacted] had not earned the vacation leave.
- [redacted] said for the months of May and June 2025, [redacted] was to assist with time reporting for the Child Development Department. [redacted]

recalled that on June 1, 2025, [redacted] was to relinquish time reporting to the Child Development Department staff that remained on site.

- [redacted] said that in July 2025, [redacted] questioned time reporting submitted by [redacted]. [redacted] stated, "I was surprised that [redacted] was still doing the [Child Development Department] reporting in July [2025] when she was supposed to stop in June [2025]."
- [redacted] reported that [redacted] is "heavily connected" to [redacted] and both of [redacted] "are connected to this incident."
- [redacted] said she asked Dr. Rudchenko to authorize a preliminary review of data prior to formally investigating, and as a result she found that [redacted] was correct in her suspicion that [redacted] incorrectly reported hours worked. [redacted] said she should have eliminated [redacted] access; however, "there was a lot going on" and she failed to modify access.
- [redacted] said she continued her investigation to determine if there were any other incidents, but found the incorrect data was limited to [redacted].
- Dr. Rudchenko said, "Somehow she [redacted] was able to continue to put in time for those two employees after she moved to the new position.
- Dr. Rudchenko stated, "When we [Dr. Rudchenko and [redacted] asked about [redacted] time, we were told that [redacted] was turning in the timesheets to a random teacher where [redacted] worked. Everybody else turned their timesheets into [redacted], who was the timekeeper. We asked [redacted] to go get the timesheets to ensure that the payroll was done properly."
- Dr. Rudchenko said, "It came to light and it was shocking. [It] wasn't really about [redacted] was resigning, and so she was just asking how does this work. That was when I brought it to [redacted]. She was just checking the days and this all came to light. We weren't searching anyone out, but I didn't even know [redacted] was a [redacted] for the Child Development Department [at the time]."

Allegations Regarding Retired BUSD Employees Serving as Consultants

Allegation: BUSD hires retired employees back as a consultant in the same or similar capacity.

Based on witness statements, there is sufficient evidence to show BUSD hires retired BUSD employees back as consultants in the same or similar capacity.

- [redacted] said she is "uneasy" about all the consultants the District hires back. [redacted] stated, "If they [consultant] leave without providing proper training for the next [successor], we shouldn't be hiring them back for a job they should have done prior to leaving."

- [redacted] said she "feels uneasy" about [redacted] and her job. [redacted] reported that "John [Paramo]" hired [redacted] with the intent for [redacted] to mentor principals, though some principals have been with the District for twenty years.
- Mr. Cantwell explained, "This District has a practice of retirees acting as consultants for the District and the District takes emails as invoices with no backup. They are typically sent to assistant superintendents, and they forward those to the Fiscal [Business Services Department]. [redacted] created a Google Form as a result."
- [redacted] said, "I am told that [redacted] is back even though [redacted] retired and that she [Ms. Tabet] called and asked [redacted] to come back as a consultant."

Allegations Regarding [redacted] Return to Work Prior to Completion of Investigations Concerning [redacted] Own Conduct

Allegation: [redacted] was brought back from leave prior to the completion of the current investigation.

Based on witness statements and observations, there is sufficient evidence to show that [redacted] was brought back from leave prior to the completion of the current investigation.

- Mr. Cantwell said there is an email from Thursday June 26, 2025 and the subject reads "[redacted] from Andrew to [redacted] and cc Sarah." Mr. Cantwell said that in this email he (Mr. Cantwell) explains that he did not intend to recommend bringing [redacted] back to work.
- Mr. Cantwell questioned why [redacted] is "now in charge of HR" when [redacted] "knew about the whole thing [SSS LLC contract] for eight months and didn't say anything."
- Mr. Cantwell stated, "[redacted] not only was brought back two weeks after being placed on administrative leave, now, only a few months later, [redacted] has gotten zero discipline and is actually being promoted [to [redacted]] under bizarre circumstances."
- [redacted] stated, "Someone [redacted] who was signing off on things that [redacted] should not have. [redacted] didn't bring that to anyone's attention in fiscal and [redacted] is now in the role [[redacted]] that should be the most confidential and trustworthy.
- Dr. Rudchenko stated [redacted]
- Dr. Rudchenko recalled that [redacted] advocated for [redacted] return, and she believes Mr. Cantwell may have been on vacation because he was not present at the June 11 and June 18, 2025 Board meetings. [redacted]

[redacted]

HIRING PANEL

Allegations Regarding Interview Panel Scores

Allegation: There are concerns related to the recent [redacted] hiring panel, including lack of transparency with scoring, and conflict of interest of panel members.

Based on witness statements, there is sufficient evidence to show there were concerns about the hiring panel related to the recent [redacted] offered to [redacted]. Note: Two attempts were made to contact and schedule an interview with [redacted] to discuss the results from the interview panel for the [redacted] position. Requests were also made for the scoring sheets. [redacted] did not return either call and no interview took place. The scoring sheets were not provided as requested. Therefore, a complete investigation into the concerns related to the interview process and selection of [redacted] was not completed.

- Mr. Cantwell said he has participated in about thirty interviews using this format and "I have only done [sic scored] one [candidate at] forty. I cannot recall seeing forties ever [from all panelists]." Mr. Cantwell reported that when the interviews are concluded, the scores are combined, "and [redacted] got a three hundred seventy-nine. That sure feels like a mathematical impossibility."
- Mr. Cantwell said, "[redacted] was in that [interview] room [as a panelist] and [redacted] was the secretary in that [redacted] Department. [redacted] only has a high school degree. [redacted] knows that [redacted] score was not high. [redacted] didn't recall [redacted] final score]. [redacted] was excluded [from the interview panel], but they had [redacted] in [the interview panel] and [redacted] said the same thing, that she knows she [redacted] was her third or fourth best [candidate]. [redacted] said something similar. Someone from HR called Sarah [Rudchenko] and said others [panelists] are saying the same thing."
- Mr. Cantwell said that in Dr. Rudchenko's absence, [redacted] has been leading HR and [redacted] has no experience in HR." Mr. Cantwell said [redacted] was on the interview panel, but [redacted] was not. Mr. Cantwell recalled, "It was fishy. So, they came in and said normally we go through a second round [of candidate interviews] but with these scores [another round was unnecessary]."
- When asked about hiring panels and whether she has participated or been excluded, [redacted] said, "I feel like I should have been included in the [redacted] panel

and I was not." [redacted] stated, "Everyone would see the numbers [rating for each candidate], anonymously but [the numbers were not known from the [redacted] interview]."

- [redacted] said, "She [redacted] was the only assistant superintendent in [on] the panel [for [redacted] interviews]. [redacted] put her [redacted] in [on] the panel. It was pretty [well] known that [redacted] told [redacted] about the Char Tabet [conflicts]. Then [redacted] is leading this panel [to hire the [redacted] and did not include any other assistant superintendents."
- [redacted] said, "I knew I was excluded from that panel because I would have said, 'Hold on a minute. Why are we putting the person who was just on [redacted] in the most trusted position [redacted]' This place [BUSD] is giving me nightmares."
- When asked if anyone seemed surprised that [redacted] for the [redacted] position, [redacted] said she was. [redacted] reported she had not rated [redacted] as her highest candidate. [redacted] explained, "The scores were pretty significant jump in points. I know I had taken a fair amount of points off [of [redacted] rating]. The scores were such that it looked like I was the only one who had taken off points for [redacted]. It was kind of a surprise on how far above the other candidates she [redacted] was [rated]."
- [redacted] recalled some "very high-level candidates" were considered by the interview panel, "but it was very clear it didn't matter what we put on our interview [notes] because we [the panel] knew [redacted] had that job." [redacted] said he only ranked [redacted]) high because he was afraid of retaliation. [redacted] stated, "I don't remember what exactly I did [where he ranked [redacted]]. I don't recall putting [redacted] at the top top top."
- [redacted] described the interview panel process, "We rank the people [candidates] and then [redacted], the technician, takes the paperwork. I think she [redacted] scored high enough that it was a done deal so we didn't need to do a second round [of interviews for the [redacted] position]."
- When asked whether waiving the second round of interviews is "normal," [redacted] said it depends on the position. [redacted] recalled, "This one [[redacted] interview panel], [redacted] scores were drastically different [from the other candidates]. It [a second round of interviews] just depends. This one [interview process for [redacted] was pretty cut and dry [sic dried]." [redacted]

RETALIATION

Allegation: BUSD employees are in fear of retaliation.

Based on witness statements, there is sufficient evidence to show that BUSD staff and administration who participated in this investigation feared retaliation from other District administration and staff, or they experienced what they believed was retaliation from District administration and/or Board members.

- Mr. Cantwell restated, "At the end of the day, everyone [BUSD employee] does fear retaliation."
- When asked who BUSD employees fear, Mr. Cantwell said, "[redacted] because [redacted] will do what [redacted] tells him to do."
- Mr. Cantwell said that during fall 2024 after BUSD demanded payment from Vikings for facilities use fees, "Char [Tabet] started coming after me for everything. John [Paramo] had told me she [Ms. Tabet] was upset and that she was coming after me because of this. She [Ms. Tabet] was upset with me."
- [redacted] said, "I would like to tell you this is not comfortable and I am receiving a lot of retaliation and I do not want this report to go to [Assistant Superintendent of Human Resources] Sarah Rudchenko or [former Chief Administrative Officer Andrew] Andy Cantwell. It is a huge fear that they will receive this [interview content] and I will be retaliated against."
- Dr. Rudchenko stated, "There is a lot of fear. Me too. I am uncomfortable. [Fear] of retaliation. [Fear of] [redacted] and/or [redacted]."
- When asked whether she thinks [redacted] has the power to retaliate against her, Dr. Rudchenko said, "Yes, I do."
- When asked about [redacted], Dr. Rudchenko said, "I respect her. I am a little nervous. Right prior to being placed on leave, I told [redacted] that I thought [redacted] was retaliating against me. Three days later, I was placed on this leave. There were public records requests for various HR [human resources] items that only I knew, Andy [Cantwell], John [Paramo], [redacted], and [redacted]. The Board would have known, but the Board would not have been talking."
- [redacted] said [redacted] is a "good educator and a great principal," and he would have been a "great fit" for a position in the District Office, but "I think him speaking out that day [with regard to Mr. Knoll's contract] didn't sit well with Dr. Paramo and then it [the promotion to a District Office position] didn't happen for him [redacted]."

ACCOUNTING PROCESS

Allegations Regarding Absence of a Clear, Consistent, and Documented Accounting Process

Allegation: There is a lack of clear, consistent, and documented accounting processes.

Based on witness statements and document review, there is sufficient evidence to show a lack of clear, consistent, and documented accounting processes. Note: While witness details are provided, BUSD is currently conducting a separate payroll audit. This systems concern is provided for reference when cross checking the result of the payroll audit.

- [redacted] said the District does not have documented procedures in place for the Business Services Department. [redacted] said she has been working to create and document accounting procedures.
- [redacted] said she has seen requests for payment presented in "fifty different ways," which she is trying to refine and reduce to "one of three ways."
- [redacted] reported, "Consultants were coming in with an email saying, 'Hey I'm a consultant and I worked twelve hours and the principal was cc'd and they [consultant] would say approved to pay.'"
- [redacted] said she learned that not all consultants were completing the Google consultant form. [redacted] said [redacted] and [redacted] said, "I will fill out the form for her [redacted]." [redacted] said, "That was the one instance I knew that someone else [BUSD staff] was filling it out for someone [a consultant]."
- [redacted] said the department requesting a service or item, uploads the invoice to the Google Drive and alerts the accounting team, who ensures the invoice is signed authorizing payment, "then they [accounting team] can pay [the invoice]."
- When asked about invoicing requirements, [redacted] said, "Prior to [redacted] joining, they [District staff] would just send us whatever. All of this went straight to accounts payable, somebody would sign the invoice or [payment] request and then send it to accounts payable." [redacted] said [redacted] changed this procedure and required all invoice requests be made via a "Google Docs request" which provided a unique invoice request number and some tracking, as well as an approval component. [redacted] stated, "It was an open field, and the consultant could put anyone they wanted as the approver." [redacted] said there was no policy regarding who could approve an invoice prior; however, in the new Google Docs consultant form, only director level and above, including principals at the sites, can approve. (Note: Based on a BUSD Consultant Agreement from May 2025, the District signatory is labeled as "BUSD Authorized Signature/Title.") [redacted] said there is now a fixed list of individuals who are authorized to approve an invoice, and when sending an invoice, the consultant must pick from the authorized list.
- [redacted] said they have also been "very relaxed about responsible purchasing discretion." For example, we got a requestion to buy all of the teachers at one site insulated mugs." [redacted] said when he refused to pay this expenditure the site staff pushed back stating this was an allowable grant expenditure.
- [redacted] said, "There is still no consistency with consultants. Even now. There is no training, and so many changes at once."
- When asked whether the District communicated any guidelines for invoices or contracts, Dr. Rudchenko said, "No. No guidelines. There was a form for contracts with some procedures like the W-9 and those items [required forms]."

- When asked about the process to hire contractors, Dr. Rudchenko said BUSD had hired an attorney, and she noticed he (attorney) completed the BUSD paperwork which included his hourly rate and pay. Dr. Rudchenko said the paperwork for other contractors she saw were very vague and open ended, and did not include payment details.
- When asked about [redacted] invoices, [redacted] said, "I have sent a list of questions to the District office. There is a process, but I have only seen one [invoice for [redacted]] come through [for approval]."
- When asked about the process for paying invoices, [redacted] explained the purchase requisition is initiated in SMARTE and the entire approval process through the creation of the purchase order (PO) happens within SMARTE. [redacted] said that after the approval process is complete and an invoice is received, accounts payable (AP) enters the invoice and payment into SMARTE. [redacted] said BUSD does not have an invoice system so they are currently using a Google Drive to store invoices. She said once the match happens in SMARTE the payment is input into the BEST system which "talks directly to the [Los Angeles] County [Office of Education]."
- When asked about independent contractor invoice processing, [redacted] said [redacted] had created a Google form they used, but prior to that, the contractors were just submitting invoices with no signatures and they would get paid.
- Ms. Pontzer Kamkar explained, "We had a PO [purchase order] register that was straight forward but we had a warrant policy where we would sign off large warrant runs without any detail.
- Ms. Pontzer Kamkar said BUSD now has a policy which lists the warrants, the vendor, and the amount paid.
- Ms. Pontzer Kamkar said the Board now reviews the warrants on a monthly basis "but it is still after the checks have gone out," and they now have visibility into which fund was used to pay the invoice.
- When asked about purchase orders (POs), Dr. Aghakhanian said, "Later [unknown date], I learned they [BUSD staff] were not putting stuff in detail in the PO. I assumed they [BUSD staff] were doing it right. [This is] one of the problems we are having was around the finance team."

Allegations Regarding Cabinet Involvement with the Board Agenda Process

Allegation: The Executive Cabinet members do not review the board agenda prior to Board meetings.

Based on witness statements from three cabinet members (two past and one current), there is sufficient evidence to show that Dr. Paramo's Executive Cabinet members did not review the board agenda prior to Board meetings.

- [redacted] said, "Then, there is the agenda review" with the Executive Cabinet, along with the Board president and vice president, and they "review everything [included on the agenda] as well."
- [redacted] said the draft agenda is reviewed by the Executive Cabinet, then by the Board, "prior to the final agenda release." [redacted] said the agenda is then released to the community, staff, unions, and the public the Friday before the board meeting.
- When asked, [redacted] explained the Board agenda process. [redacted] said the agenda is prepared and the Cabinet meets and reviews the draft agenda. [redacted] said an agenda item is supposed to be approved by the assistant superintendents, and then the superintendent.
- [redacted] explained, "It is not possible for anyone to put anything on the [Board] agenda without the superintendent knowing. It cannot happen, so for John [Paramo] to say she [redacted] put this on the [Board] agenda without him knowing, is not possible. It [the Board agenda] is looked at by multiple people and the superintendent." [redacted] said, "Then there was the [Board] president and [Board] vice president agenda review.
- Dr. Rudchenko stated, "There was no Executive or Cabinet meetings prior to the Board meeting to look through the [agenda] items. Nothing was scrutinized." Dr. Rudchenko said, "There was much more scrutiny in Pasadena [PUSD]. In Pasadena [PUSD], there were a lot more Board interactions. We [Cabinet] would meet with them [Board members], prior to the Board meeting, to go over their questions."
- [redacted] stated, "What did not, and was not taking place prior, was an agenda review with Cabinet before anything gets published. Cabinet was not involved in the final review [of the Consent Agenda]."
- When asked who determines the content for the Consent Agenda, [redacted] said, "The Superintendent, Board President, and Board Vice President. [There was a] heavy influence back then on the superintendent."

Allegations Regarding Conflict of Interest Policy (COI)

Allegation: BUSD was actively working on updating the Conflict of Interest Policy.

Based on witness statements, there is sufficient evidence to show the BUSD administration and Board of Education were discussing updating the conflict of interest policy during 2024 and 2025, however, there is no evidence to show that the policy was actually updated.

- Mr. Cantwell said the Board called for a "retreat" in December 2024, "to speak about decorum and conflict of interest [policies]." Mr. Cantwell said Dr. Weisberg and Ms. Pontzer Kamkar prepared conflict of interest documents that were supposed to be given to him [Mr. Cantwell]; however, "apparently, John [Paramo] kept this from going forward" because he (Mr. Cantwell) "never saw this draft." Mr. Cantwell said,

"Their goal was to call out Char [Tabet] for her conflict of interest and for being drunk at public parties."

- Mr. Cantwell stated, "Apparently," Ms. Pontzer Kamkar and Dr. Weisberg thought the new COI policy was assigned to him (Mr. Cantwell), but he said he reviewed his emails and does not have any further discussion on COI until June 2025 when Ms. Pontzer Kamkar and Dr. Weisberg "brought it to me."
- Mr. Cantwell described the meeting as "productive" but the Board did not come to a resolution or approve a new COI policy. Mr. Cantwell said Dr. Paramo told him that Ms. Pontzer Kamkar and Dr. Weisberg "were still working on it."
- Ms. Pontzer Kamkar recalled having a "different conversation" with Dr. Paramo in September 2024, when he asked for the conflict of interest policy, because "he could not find it," so she sent it to him. Ms. Pontzer Kamkar said Dr. Paramo did not say why he was asking for it (conflict of interest policy); "It makes sense now."
- Ms. Pontzer Kamkar said that in December 2024, the Board discussed revising the conflict of interest policy when they were considering contracts for the Purchasing Department, and she told Dr. Paramo she thought they should "beef up" the conflict of interest policy. Ms. Pontzer Kamkar said that in December 2024, she collected and shared with Dr. Paramo conflict of interest policy samples from other districts to craft a new conflict of interest policy for BUSD, hoping to "bolster the policy related to using positions for personal gain, and not bullying staff members. It [conflict of interest policy] cannot just be about financials, and it has to be about relationships as well." Ms. Pontzer Kamkar said, "I was always asking regularly if she [Ms. Tabet] was paid up [on facilities use fees] and he [Dr. Paramo] would say something like, 'Well, I will have to look.'"
- Ms. Pontzer Kamkar said the Board discussed strengthening the conflict of interest language so they could direct Ms. Tabet to the policy and address the Vikings fee issues which were discovered in fall 2024. Ms. Pontzer Kamkar recalled that in late February 2025, she participated in drafting new conflict of interest language during a ninety minute Zoom call with Dr. Paramo and Dr. Weisberg. Ms. Pontzer Kamkar said, "That document is still in draft mode because John [Paramo] said Andy [Cantwell] could take it and finalize it, and it did not happen." Ms. Pontzer Kamkar recalled that Dr. Paramo said he would speak to Mr. Cantwell to finalize the new conflict of interest policy and present it to the Board. Ms. Pontzer Kamkar restated that she did not communicate or assign work directly with BUSD staff without Dr. Paramo's involvement, so she did not connect with Mr. Cantwell directly. Ms. Pontzer Kamkar stated they were hoping to finalize the conflict of interest policy in March 2025, and she inquired about the updated policy in her weekly check-ins with Dr. Paramo, but "it never made it over the finish line. Eventually, it was June [2025] and everything blew up."
- When asked whether conflict of interest concerns were discussed prior to May 2025, Dr. Weisberg stated conflict of interest discussions have been "pretty ongoing."

Dr. Weisberg said she knew Ms. Tabet and Dr. Aghakhanian prior to being elected to the Board, [redacted] Dr. Weisberg reported many comments about Ms. Tabet related to: (1) Burbank Vikings Youth Sports, Inc. (Vikings), (2) Christmas tree lot, and (3) employee relationships. Dr. Weisberg said she is still unaware of the "Christmas tree lot" concerns.

Allegations Regarding Form Preparation and Submission of Various Forms Under the Names of Employees Not Actually Involved

Allegation: Employees are preparing various forms on behalf of other employees or consultants.

Based on witness statements, there is sufficient evidence to show that employees have prepared various forms on behalf of other employees or consultants.

- Mr. Cantwell said [redacted] was photocopying Dr. Paramo's signature on the approval for Mr. Knoll's payments. Mr. Cantwell said [redacted] took the signature from a blank form and was photocopying it.
- When told about [redacted] commenting, "I have an email from [redacted] asking me to process [redacted] invoice, because [redacted] was having the same problem as Char [Tabet]." [redacted] replied, "Yeah. So, I was wondering why we were paying these consultants who cannot even fill out a Google Form. [redacted] couldn't figure out the Google Form. So, [redacted] asked if [redacted] could ask [redacted] to help [redacted] fill out the form. I think maybe [redacted] helped [redacted] fill it out, and she [redacted] might have submitted [redacted] nvoice] on [redacted] behalf, and she [redacted] would attach whatever [redacted] would provide as support for the services rendered."
- When asked whether [redacted] "updates to vendor submissions improved," [redacted] said, "No. [redacted] asked me to process [BUSD Consultant and [redacted] invoice]."
- [redacted] recalled, "There was a consultant form that was turned in that said it was prepared by me that wasn't. It was [for consultant] Conundrum Theater. He [Conundrum Theater leadership] runs an after school program at a local church and we are paying them [Conundrum Theater] to take some of our [BUSD] students."
- When asked if she learned who prepared the consultant form on her behalf, [redacted] said, "They just put my name and I said, 'I didn't do this.' I asked if they would take my name off [of the Report to the Board (Board Agenda Item (BAI)) for Conundrum Theater] and that hasn't happened. This was this fall [2025]. I sent an email requesting that it [redacted] name] be redacted. I asked the superintendent [redacted]
- [redacted] recalled that [redacted] had a few issues with people asking her to sign off on items she had not prepared. [redacted] said people are resistant to put their name on things and are happy to blame the Finance Department. [redacted] said

administrators are also hesitant to have things routed to them for approval. [redacted] said BUSD has "many gaps" in the invoice approval process because of employee turnover, which is further strained since "no one wants to accept that [invoice approval] responsibility."

Payment Processing for Consultants Without Proper Invoices

Allegation: Payment requests and payments are made without invoices.

Based on witness statements, there is sufficient evidence to show that payments are made without invoices and BUSD employees prepare invoices for consultants without proper backup, which allows for an opportunity for contractors to be paid for services that have not been performed.

- [redacted] said the athletic trainers never sent an invoice, and Dr. Paramo gave the direction to pay all three athletic trainers every month with no invoice. [redacted] said it was not uncommon to pay a consultant without an invoice, and explained the consultants she generally pays are all a flat amount per month.
- [redacted] said she submits an authorization for payment around the twenty-fifth of each month for consultants. [redacted] said an administrator will sign it and it will get uploaded into the Google Form. [redacted] said this process started in November 2024, and changed in July 2025, when the consultants started to upload this information onto the Google Drive.
- [redacted] said, "Then after it [SSS LLC contract] was approved, I was asked to process the invoices [for SSS LLC]." [redacted] explained that Ms. Tabet was not tech savvy and she would send emails with invoices and no amounts. [redacted] said then [redacted] started sending just the dollar amount owed with no invoice.
- [redacted] said, "So the information on Clerical [SSS LLC] was coming blank. I told John [Paramo] about this and he [Dr. Paramo] asked me [redacted] to prepare invoices for Clerical [SSS LLC].
- [redacted] said some District employees were preparing invoices for some contractors.
- Mr. Cantwell said, "[redacted] [has a] contract written weekly/monthly flat rate so [redacted] still gets paid the whole amount even when there is a holiday."
- [redacted] reported, "We had to pay thirty thousand dollars [$30,000] out of our site money for Mr. Knoll. He [Mr. Knoll] never stepped foot on this campus that I am aware of. I have zero pay slips or time sheets for him [Mr. Knoll]."
- [redacted] said he thinks [redacted], was pre-paid for ten hours of coaching, but after three hours with [redacted], he said, "I cannot do this anymore. She [redacted] was like calling me on a Sunday. She [redacted] was adding to my stress on my Sunday. I told Sarah [Rudchenko], 'I cannot do this anymore.'"

- [redacted] said he does not know who "set up [sponsored]" [redacted] contract. [redacted] stated, "I do know there were a lot of invoices over the summer with red flags and questions as to whether [redacted] provided services. I refused to sign a document that was submitted to me saying [redacted] had coached me because I never agreed for her to coach me. I actually wrote on there [redacted] invoice], 'I didn't agree to these services.'"

Allegations Regarding Employees Sharing Credentials for Access to Software for Which They Are Not Authorized

Allegation: BUSD employees are sharing credentials.

Based on witness statements, there is sufficient evidence to show that BUSD employees are sharing credentials to software systems.

- Mr. Cantwell recalled that while he was out on leave during summer 2024, "Some things were stuck in SMARTE and [redacted] gave [redacted] my credentials to address these items."
- When asked whether employees share BUSD log in credentials, [redacted] "Unfortunately, I think they are. There is no two factor authentication so if someone is on a District computer and they have someone's login, they can login."
- [redacted] said, "[redacted] uses [redacted] password to pay herself and [redacted] for vacation payouts. [redacted] asks for their passwords and then uses the passwords. [redacted] reported that [redacted] used her password to pay herself and [redacted]. It [vacation payout] is in litigation now. She [redacted] went through the case and won it through arbitration. She [redacted] was supposed to be reinstated. [redacted] old Andy [Cantwell] to get rid of [redacted] and said [redacted] couldn't work with [redacted]"
- When asked, [redacted] said staff did not share passwords when she was working at BUSD. [redacted] explained that if she was away, she provided her login information to whomever was filling in while she was gone, but when she returned, she changed all of her passwords.
- When asked if [redacted] can approve requisitions she entered into SMARTE, [redacted] said, "I can because I have Andy's [Cantwell's] login [credentials]." [redacted] reported that she used to approve requisitions for [redacted] because she ([redacted] approved the purchase prior to the requisitions submission. [redacted] said if she had any questions, or if the value exceeded a certain amount, then she asked [redacted] to approve the purchase directly.
- When asked, [redacted] said [redacted] does not know if the superintendent's office or human resources share login information. [redacted] said when logged in under [redacted] own credentials, [redacted] can only see the work [redacted] does, and if [redacted] is logged in under Mr. Cantwell's credentials, [redacted] cannot see information for

instructional services. [redacted] said when Mr. Cantwell was out, [redacted] obtained signatures from the superintendent, then [redacted] attached Dr. Paramo's approval, and approved the purchase under Mr. Cantwell's credentials.

- When asked whether [redacted] could approve a purchase order, Dr. Rudchenko stated, "Maybe, if [redacted] [redacted] had my credentials. In my previous district [PUSD], it was not an uncommon thing for assistants to input and approve purchase orders. That is not something that I have asked my assistants to do. I would think you would have to have the credentials, and you can only access SMARTE from a District computer or the VPN [virtual private network]."
- [redacted] said login information is not supposed to be shared, and each site has a designated time reporter. [redacted] said an audit log tracks who has logged in to the payroll system.
- [redacted] explained that initial set up is done with email and password, and then the password is immediately changed by the user. [redacted] said she can reset or change a password if the user forgets, and [redacted] can remove the user if needed. [redacted] said [redacted] does not know anyone's passwords.
- When asked whether someone offsite may ask someone else to login and approve a PO on their behalf, [redacted] said, "Knowing what I know now, I am sure it has happened. Is it ethical and correct? Absolutely not."
- When asked if [redacted] has a unique login, [redacted] eplied, "Yeah, for SMARTE and BEST." [redacted] said [redacted] has heard of others sharing logins on SMARTE, and stated, "We have had secretaries signing in and approving for others on their behalf. There is no secondary authentication so it is pretty easy to sign in for someone else if you have their login. You do have to be on District Wi-Fi to login."
- [redacted] said [redacted] does not believe secretaries are using credentials of the supervisor they support to login into SMARTE. [redacted] explained, "They [secretaries] are given a 'view only' login to see what has or has not been approved."

Allegations Regarding Oversight of Employees' Access to Systems Following Changes in Roles or Employment Status

Allegation: There is a lack of oversight regarding access to various payroll or accounting systems when employees move positions, are put on leave, or are no longer employed by BUSD.

Based on witness statements, there is sufficient evidence to show that there is a lack of oversight or control of employee access to the payroll and accounting systems.

- [redacted] said that prior to [redacted] vacation [redacted] reported the two days off in May (2025) as floating holidays, and then used compensatory time for [redacted] vacation time off in June (2025). Regarding her leave time, [redacted] said, "It is not my responsibility to report my own leave." [redacted] said, "[redacted] was given my credentials to report time [while she was on leave]. Now I have them

[credentials] back. [redacted] revoked some of my rights. I had access to view anybody's time District-wide and [redacted] left me with just those that report to me. There are times where the super [superintendent] will want me to check if someone had reported time for discipline reasons."

- [redacted] said, "I had to request for an ETAC [Electronic Time and Attendance Collection] login when [redacted] was out, and then when [redacted] came back [from leave], I went into ETAC to check my own vacation [time] and I couldn't get in. I asked [redacted] and [redacted] said, 'Oh that is weird.' Then I went to payroll and [redacted] told me, 'Oh, well [redacted] revoked your access.'"
- [redacted] said [redacted] does not believe [redacted] human resources (HR) access was deactivated unless [redacted] did it, but [redacted] did not recall.
- [redacted] said that when an individual's BUSD employment status changes, the Business Services Department (Business Services) is not notified. [redacted] said Business Services has requested notification (from HR). [redacted] stated, "So, SMARTE is truthfully a mess. We have tried to do clean ups. We tried to make sure that everyone who had access was still employed by the District. But they would either have to have the school VPN or be on the school Wi-Fi to access regardless."
- When asked about the protocol for Smartetools (SMARTE) access, [redacted] said [redacted] usually verifies any directive with [redacted]. When asked about procedures for when someone is on leave, [redacted] said, "I haven't received a request to do that. If there is a process [to revoke access], I am not involved in that."
- When asked if [redacted] was directed to revoke or suspend SMARTE access for [redacted] when [redacted] was on leave, [redacted] said, "No." When asked if [redacted] was directed to change [redacted] SMARTE access when [redacted] was on leave, [redacted] said, "I don't believe so."
- [redacted] said that "sometime in July [2025]," [redacted] spoke with the Human Resources (HR) Department, Payroll, and [redacted] about time tickets, and [redacted] replied, "'I am not doing it. [redacted] is doing it [processing the time tickets for the three employees],' and I went [said], 'Uh oh.'" [redacted] reported that [redacted] then spoke with HR and Payroll, which is when BUSD placed [redacted] on leave. [redacted] stated, "Then it [the time ticket task] went on to [redacted] workload] at that point for those three [hourly child development] people."
- [redacted] said [redacted] has since left HR but continues to have access to all HR files because her access was never removed.
- Dr. Rudchenko said, "Somehow [redacted] [redacted] was able to continue to put in time for those two employees after [redacted] moved to the new position.
- [redacted] explained that [redacted] had global access in ETAC, payroll and time reporting, but now [redacted] access is limited to those employees for whom [redacted] reports: Mr. Cantwell, Dr. Rudchenko, [redacted] and all the directors and instruction [redacted]

[redacted].

- [redacted] reported that [redacted] saw logs evidencing [redacted] logging into the HR system but [redacted] did not make any changes; "[redacted] was in there looking."

Allegations Regarding Lack of Oversight, Approval Process for Invoices and Payments, and Separation of Duties

Allegation: There is a lack of oversight, approval processes and separation of duties related to the accounting processes at BUSD.

Based on witness statements and document review, there is sufficient evidence to show that there is a lack of approval processes and separation of duties related to the accounting processes at BUSD.

- [redacted] said that previously the Human Resources (HR) Department never reviewed the consulting agreements to determine whether the work to be outsourced could be assigned to a current BUSD employee. [redacted] said the Board assumed vendors were subject to "other checks [scrutiny]" prior to the consulting agreement being presented to the Board for approval.
- [redacted] said, "[redacted] was able to remove the super [superintendent] from the approval process, and add [redacted] as the approver on July 12, 2025." [redacted] showed examples of authorizations for twenty thousand dollars ($20,000.00) and another for nine thousand seven hundred dollars ($9,700.00), both payable to California School Boards Association (CSBA).
- [redacted] stated, "They [senior secretaries] are not removing the superintendent from the approval process because the superintendent is approving the invoice [with their signature]. In an ideal world and in theory, we would have him [superintendent] approving the PO as well, but it is not reality to have a superintendent approving SMARTE requisitions. There would be something wrong, if [redacted] was signing the invoice as well [approving the PO]."
- [redacted] said [redacted] has learned, "The Facilities Department does not like to follow the rules." [redacted] said BUSD has "a culture of just 'let me do what I need to do' and 'don't tell me what the legal requirements are.' There really has not been oversight prior."
- [redacted] said assistants could approve purchases in the past, but that changed around the beginning of the 2025-2026 school year. [redacted] stated, "However, I believe right now that is not the procedure for everybody, because I have seen SMARTE requisitions that have gone for approval [to the person] that is the originator [of the purchase order]."
- [redacted] said the requisition is initially routed to the department it is associated with, "so, historically it would go to the assistant superintendent's office" who would

approve the purchase for the department. [redacted] said, "Theoretically, the secretaries can put in a requisition, and take it all the way through to payment without approval from the superintendent in the system."

- When asked who has authority to approve SMARTE purchase orders, [redacted] said [redacted] on behalf of the Education Services Department, Mr. Cantwell for the Administrative Services Department, and other assistant superintendents.
- When asked how Mr. Knoll's school site hours were verified since Mr. Knoll's invoices were sent to the District Office, [redacted] said, "There was a lack of internal controls. Invoices were coming here [District Office] direct but no one was approving the invoice at the site [neither BHS nor JBHS]. This is a systemic issue at the District that I am coming to find. We are changing the process because of the lack of internal controls. The contracts were also very broad and very loose and very poor and other contracts had no approval."
- [redacted] explained the lack of internal controls related to invoice approval was not limited to Mr. Knoll. [redacted] said the same internal controls breakdown occurred with contracts for [redacted].
- When asked about the current invoice approval process, [redacted] stated, "There are timesheets being filled out [by the consultants] and someone at the site signs off [approves the invoice] prior to coming [submitting the invoice] to the District Office."
- [redacted] said [redacted] now looks at every invoice with suspicion, but by the time it comes to her, it has gone through five to six people, "and you would hope it is real and valid."

ALLEGATIONS REGARDING CABINET AND BOARD MEMBER KNOWLEDGE OF SSS LLC CONTRACT

Allegation: The Executive Cabinet and Board of Education was aware of the Specialized Support Services, LLC contract details in the fall of 2024.

Based on witness statements and document review, there is sufficient evidence to show the Executive Cabinet and Board of Education were aware of the SSS LLLC contract in August and/or September 2024. Additionally, based on witness statements, there is sufficient evidence to show Ms. Tabet, Dr. Paramo, [redacted] and [redacted] knew Ms. Tabet was involved with the SSS LLC contract and/or subsequent work product. Based on a lack of corroborating and/or factual evidence, there is not sufficient evidence to show other members of the Executive Cabinet or Board of Education knew that Ms. Tabet was involved with the SSS LLC contract until around May or June 2025.

- Mr. Cantwell said, "I later found out that John [Paramo] talked to other Cabinet members about it [the conflict of interest concerning the Specialized Support Services, LLC contract] and got the green light to do it."
- Mr. Cantwell stated, "[Board of Education Vice President] Abby [Pontzer Kamkar] said John [Paramo] told her that Char [Tabet] was struggling with money so we hired her [Ms. Tabet's] daughter to help us complete Board minutes. These seem like two

independent statements but Abby [Pontzer Kamkar] said she wouldn't approve that type of contract and John [Paramo] told her she [Ms. Pontzer Kamkar] had approved it months ago. That is when Abby [Pontzer Kamkar] became aware of this arrangement and Char's [Tabet's] financial issues."

- Mr. Cantwell stated, "Abby [Pontzer Kamkar] did not share this [knowledge of the conflict of interest related to Specialized Support Services, LLC contract] with anyone, to my knowledge, until June 4, 2025," when he met with her.
- Mr. Cantwell said, "Abby [Pontzer Kamkar] heard about this in February 2025, but the conversation did not go further since the contract had been approved and she [Ms. Pontzer Kamkar] still thought it was Char's daughter's [Ms. Weist's] company doing the work."
- Mr. Cantwell stated, "So then she [Ms. Pontzer Kamkar] emailed [Mr. Cantwell and Dr. Weisberg] in the middle of the night [on June 4, 2025]," that her (Ms. Pontzer Kamkar's) conversation with Dr. Paramo occurred on February 21, 2025.
- Mr. Cantwell recalled an in-person office conversation that took place on June 3, 2025 between him, Ms. Pontzer Kamkar, and Dr. Weisberg, when Ms. Pontzer Kamkar said, "I knew about this [clerical contract] back a few months ago." Mr. Cantwell said Ms. Pontzer Kamkar may have said she was referring to February 2025. Mr. Cantwell recalled, "She [Ms. Pontzer Kamkar] said, 'John [Paramo] and I had a check-in in [February 2025] where he [Dr. Paramo] told her [Ms. Pontzer Kamkar], 'Char's [Tabet's] daughter [Ms. Weist] was going to do the minutes for us [BUSD]' and 'Char [Tabet] was having money problems.' And she [Ms. Pontzer Kamkar] said [to Dr. Paramo], 'Well, no you are not. We are not approving that [clerical contract]' and he [Dr. Paramo] said, 'Well you already did, six months ago.'"
- Mr. Cantwell said, "There is no evidence that the Board knew Specialized Support Services, [LLC] was related to Char's [Tabet's] daughter [BreeAnn Weist[2]] at the time it was approved. Char [Tabet] did not bring up the potential conflict of interest."
- Mr. Cantwell said [redacted] reported that she told [redacted] about [redacted] concerns related to the SSS LLC contract. Mr. Cantwell stated, '[redacted] was the functioning number two in our District [prior to her retirement]." Mr. Cantwell said [redacted] was retired but back helping out the District as a consultant. Mr. Cantwell said, "If I am assistant superintendent and hearing about this, there is no way in heck I am not reporting that or at least going to John [Paramo] and talking to John [Paramo] about that [SSS LLC conflict]." Mr. Cantwell said that at this point the Board knows that [redacted] knew about this SSS LLC agreement in the Fall 2024, and now [redacted] has been hired as the acting head of HR.
- Mr. Cantwell said, "[Board Vice President] Armond [Aghakhanian, Ed.D.] does not read the [Board] packet and the others [Board members] may not have known that there was a relationship [between Ms. Tabet and Ms. Weist]."

- Mr. Cantwell said, "Abby's [Pontzer Kamkar's] words 'John [Paramo] told her [Ms. Pontzer Kamkar] that they [BUSD] were having Char's [Tabet's] daughter [Ms. Weist] do the minutes. Abby [Pontzer Kamkar] told me that she told John [Paramo], 'That sounds like a horrible idea.' He [Dr. Paramo] said, 'She [Ms. Weist] has been doing this [Board minutes] for six months.' John [Paramo] said, 'Char [Tabet] is having financial difficulties so we hired her daughter to do the minutes.'"
- Ms. Cano said she did not know what work was done by SSS LLC, "but I knew we were paying for them. I asked John [Paramo] during one of my weekly meetings why we were paying them [SSS LLC] and he [Dr. Paramo] said we were two years behind on our Board meeting minutes. He [Dr. Paramo] said we had to get caught up and no one wanted to do them. I had asked where to find minutes previously and that's when he [Dr. Paramo] told me we were two years behind and paying a company to get them done. I think this conversation was around February 2025."
- Ms. Cano said she "had no idea" who owned SSS LLC at the time (February 2025), and first learned of the allegations involving Ms. Tabet being connected to SSS LLC in June 2025.
- Ms. Cano said, "Later, we [Board members and Mr. Cantwell] had conversations about how much work SSS [LLC] completed. We were shocked. We realized it was a scam, and about ten and a half hours of work had been done for $93,000. Andy [Cantwell] later found out that it looked like the money was going to Char [Tabet]. It initially looked like it [money for services] was going to Char's daughter [Ms. Weist], which is already a conflict of interest. The next question was: How much did our superintendent know?"
- When asked about the clerical contract, Ms. Pontzer Kamkar said she first saw it on the agenda for an early September (2024) Board meeting, so she asked former Superintendent John Paramo, Ed.D. about it during a one-on-one meeting. Ms. Pontzer Kamkar recalled that she asked Dr. Paramo, "What it was for? Why do we need it? Are we really going to spend all of this money on it?" Ms. Pontzer Kamkar reported that Dr. Paramo said, "This [clerical contract] was to get us caught up on minutes, and it was essential because we were out of compliance, and we will not spend the full purchase order amount, maybe ten thousand dollars [$10,000] tops." Ms. Pontzer Kamkar reiterated that Dr. Paramo said there was "no way we pay out the contract amount."
- Ms. Pontzer Kamkar said Dr. Paramo told her on an unknown date that the Cabinet members all knew about the SSS LLC contract and it wasn't a conflict of interest.
- Ms. Pontzer Kamkar said she did not know anything about the clerical company or its owners. Ms. Pontzer Kamkar said she and Dr. Paramo never discussed BreeAnn Weist specifically, and she did not know Ms. Weist was related to former Board Member Charlene "Char" Tabet. When asked whether anyone recognized the contract was with Ms. Tabet's daughter, Ms. Weist, Ms. Pontzer Kamkar said she did not know Ms. Tabet's daughter's name when the original contract was approved so she would

not have recognized "it [as a conflict of interest concern]." Ms. Pontzer Kamkar said she does not recall any discussions concerning the clerical contract after it was approved by the Board.

- Ms. Pontzer Kamkar continued, "Then he [Dr. Paramo] said, 'I am bringing on her [Ms. Tabet's] daughter [Ms. Weist] for some clerical work.' I said, 'What are you talking about? That sounds like a terrible idea and a conflict of interest.' He [Dr. Paramo] said, 'No, no, it is fine. She [Ms. Weist] is an adult child who doesn't live at home.'" Ms. Pontzer Kamkar said Dr. Paramo told her he discussed it with the Cabinet and "they said it was okay." Ms. Pontzer Kamkar recalled that she told Dr. Paramo, "I don't care. It is a bad idea and don't do it. He [Dr. Paramo] then said he was not going to do it." Ms. Pontzer Kamkar said, "He [Dr. Paramo] never brought up the Specialized Support Services [SSS LLC] contract and the fact that Char's [Tabet's] daughter was the person on the contract." When asked about whether Dr. Paramo reported this clerical work was already underway, Ms. Pontzer Kamkar said, "No."
- Ms. Pontzer Kamkar said, "We finished the conversation and John [Paramo] agreed that he was not going to hire Char's [Tabet's] daughter [Ms. Weist]. It never came up again." Ms. Pontzer Kamkar said she did not think about it again until renewing the clerical contract was discussed in June 2025. Ms. Pontzer Kamkar said, "It has fully exited my brain at this point, until June [2025]."
- Ms. Pontzer Kamkar said Mr. Cantwell and Dr. Rudchenko told her that in May 2025, during a cabinet meeting, Dr. Paramo questioned whether it was a conflict of interest "hypothetically" if a Board member's adult child was hired to work for the District. Ms. Pontzer Kamkar recalled that Mr. Cantwell said, "We spoke about hypotheticals and never spoke about Char's [Tabet's] daughter [Ms. Weist] being in contract with the District." Ms. Pontzer Kamkar said Dr. Paramo told her on an unknown date that the Cabinet members all knew about the SSS LLC contract and it wasn't a conflict of interest.
- Ms. Pontzer Kamkar said, "At that point it was clear to me that I had been lied to since the contract had come to the Board. I was trying to figure out the various points that I had been lied to. At that time, I used to write all of my notes by hand in various notebooks. I was searching for any notes I had about conversations and Char's [Tabet's] conflict of interest involving Vikings." Ms. Pontzer Kamkar explained that she was questioning her own accountability and whether she asked the correct questions. Ms. Pontzer Kamkar said she was also trying to understand what and when Dr. Paramo communicated information to her versus Dr. Weisberg versus Mr. Cantwell. Ms. Pontzer Kamkar said "Emily [Weisberg] and I had not been told the same thing and, if we had communicated to each other, maybe we could have sorted this out earlier. That was what was really going through my head." Ms. Pontzer Kamkar said she also reviewed all of her emails with Dr. Paramo.

- Dr. Aghakhanian stated, "I assumed we were on top of the minutes. If he [Dr. Paramo] would have told me we were two years behind on minutes, I would have recommended for him to be fired."
- Dr. Aghakhanian said he first learned about concerns related to the clerical contract in June 2025, after Mr. Cantwell called and said, "We found out" BreeAnn Weist, the daughter of now former Board Member Char Tabet, was writing the minutes. Dr. Aghakhanian stated, "I would have never voted to approve it," had he known the contract was with Ms. Tabet's daughter.
- When asked about when she first learned of concerns related to the contract with Specialized Support Services, LLC (SSS LLC), Dr. Weisberg said it was on the day it was pulled from the agenda in June 2025 (unknown date). Dr. Weisberg said former Superintendent John Paramo, Ed.D. and former Chief Administrative Officer Andrew Cantwell "immediately" told the Board the contract was with former Board Member Charlene "Char" Tabet's daughter, BreeAnn Weist.
- Dr. Weisberg said the only prior reference to Board minutes was "many months before" when "it [2024-2025 contract with SSS LLC] came up on the agenda [in September 2024]." Dr. Weisberg said she asked Dr. Paramo why BUSD classified staff was not handling the clerical task, and "He [Dr. Paramo] said, 'We [BUSD] were out of compliance' and 'it was a not to exceed agreement' and he [Dr. Paramo] did not think we were going to spend nearly this much money [$90,000].'" Dr. Weisberg recalled that she asked Dr. Paramo why BUSD needed this consultant, and Dr. Paramo told her "they [BUSD administration] had 'already asked internally and nobody [BUSD clerical staff] had the bandwidth to do it [prepare the Board minutes].'" Dr. Weisberg stated, "I got all of my questions answered [in September 2024] and I did not know the name of the company at that time. Now, in retrospect, I wonder what else I should have asked." Dr. Weisberg explained procedurally, each Board member reviews the agenda with the superintendent prior to the Board meeting and asks questions.
- Dr. Weisberg stated, "I was told that it [2025-2026 contract with SSS LLC] had been pulled" because [redacted] asked why "we [BUSD]" had not hired BUSD staff for this task, then looked up SSS LLC and learned the SSS LLC clerical contract involved Ms. Tabet's daughter, Ms. Weist, at which point Mr. Cantwell stated, "We [BUSD] are immediately opening an investigation."

FOOTBALL PLAYER ADDRESS ANALYSIS

Allegation: There were multiple Burbank High School (BHS) football players using the same home address and the address is associated with Char Tabet.

Based on witness statements, document review, and a lack of corroborating and/or factual evidence, there is not sufficient evidence to show that there were multiple BHS football players using the same address, or that they were using any addresses related to

Ms. Tabet. However, there is sufficient evidence to show several BHS student athletes were using addresses outside the BUSD boundaries.

Note: [redacted] the District conducted an internal investigation prior to this investigation, and determined there were [redacted] student athletes [redacted] registered at one address in Burbank. [redacted] no evidence was produced to show any involvement from Ms. Tabet, or any connection to the address and Ms. Tabet.

- Dr. Weisberg said, "Char [Tabet] has tried to do something shady with football. There were multiple football players at the same [residential] address. The address was an address that she [Ms. Tabet] owned.
- Mr. Cantwell said, "We have heard that she [Ms. Tabet] helped bring in students from outside the District to play football at Burbank [High School] and we are doing internal investigations."
- Mr. Cantwell said Ms. Tabet contacted the [redacted] in the Education Services Department which handles intra-district transfers. Mr. Cantwell said, "She [Ms. Tabet] said she had a student who wanted to attend Burbank High [School] for football and she wanted the [enrollment] process made smooth. The person told her [Ms. Tabet] that [the intra-district transfer] is a CIF violation and she [Ms. Tabet] did not like the answer so she called someone else in the [Educational Services] Department and that person walked her through the policies. Char [Tabet] asked how she could do it [the intra-district transfer]." Mr. Cantwell said the [redacted] overheard Ms. Tabet ask the person, "Maybe if she [student's mother] says the parents are separated?"
- Mr. Cantwell said, "Twenty minutes later, a parent called and said she was separating from her husband and she wanted to get her son enrolled at Burbank High [School] to play football and that her son had already spoken to the coach. That is also a CIF violation."
- Mr. Cantwell said, "The mother provided an address and we found out [redacted] kids [students] were using the address as intra-district transfers and played football in the District. So, Char [Tabet] was giving this address for them to use. We denied the request and the parents are upset and met with [redacted]
- [redacted] recalled that Ms. Tabet said, "His [student who wanted to play for BHS]] dad coaches football and 'walks on water.'" [redacted] said Ms. Tabet "didn't get the response she wanted" when she was told the student missed the window to transfer, so she proposed, "What if the parents were separated?"
- [redacted] said shortly thereafter (unknown date, but under [redacted] leadership), the

student's mother arrived at the school office with paperwork and said, "Oh, we [parents] were recently separated."

- [redacted] said the address provided by the student's mother was also being used by [redacted] other students, then the student's mother came back with another address.
- [redacted] said BHS has started the process of conducting home visits for the other [redacted] students.
- Dr. Weisberg recalled, "A football player and his mom wrote a very passionate letter to get her son [to attend BHS]." Dr. Weisberg said the Student Services Department reported that Ms. Tabet tried to help the parent because the student wanted to join the football team. Dr. Weisberg recalled the [redacted] Dr. Weisberg recalled the Board was aware of the situation and the parent's claim was "totally false." Dr. Weisberg stated, "I had heard about the [redacted] [students] living in [at] the same address so they could play football."
- [redacted] Burbank High School (BHS) football address roster was provided by [redacted] The addresses in this roster were analyzed based on the BUSD employee concerns. The rosters provided do not provide support for the allegation that [redacted] student football players are using the same address, however there is support to show [redacted] students have a [redacted] address; [redacted] students have a [redacted] address; and [redacted] student has a [redacted] address; and therefore may live outside of the district boundaries.

ASB 115TH ANNIVERSARY OF BURBANK HIGH SCHOOL

Allegations Regarding a "Top Dog" Award for Ms. Tabet

Allegation: Ms. Tabet inserted herself into the Burbank High School 115th Anniversary by insisting she (Ms. Tabet) received an award during the event.

Based on witness statements, there is sufficient evidence to show Ms. Tabet demanded to receive a top dog award related to the Burbank High School 115th Anniversary.

- [redacted] said that while he was setting up a committee for planning, he received a call (unknown date) from former Board Member and President of Burbank Vikings Youth Sports, Inc. (Vikings) Charlene (Char) Tabet who said, "'Listen, I would like to get one of those top dog awards.' I said, 'We are not just handing these [top dog awards] out.'"
- [redacted] recalled, "I said [to Ms. Tabet], 'What have you done that I can tell the committee about?' and she [Ms. Tabet] said, 'I am on the damn Board.' I said, 'I cannot just give that [award] to you because you are on the Board' and then she [Ms. Tabet] said, 'I am a property owner and I run some Airbnb's.' She [Ms. Tabet] told me that she has a house in Havasu that she Airbnb's."
- [redacted] stated, "She [Ms. Tabet] said, 'You want to have a football [game]?' And then she [Ms. Tabet] said, 'I can tell you this, if I don't get that award then you are not

going to have that football game.' I was angry and I hung up on her [Ms. Tabet]." [redacted] said the football game was held at Burbank High School.

- [redacted] said [redacted] told her that Ms. Tabet told him if he wanted to be involved in the 115th Anniversary, "he had to play by the rules." [redacted] said, "Ms. Tabet came to [redacted] house. There was something about having to give some sort of award that night to recognize people who have been in support of BHS, and she [Ms. Tabet] said [redacted] would have to give that award to her that night.

Allegations Regarding Ms. Tabet's Purchase and Sale of Spirit Wear Related to the 115th Anniversary Event

Allegation: Ms. Tabet inserted herself into the Burbank High School 115th Anniversary by purchasing spirit wear to sell but not depositing the proceeds after the event.

Based on witness statements and document analysis, there is sufficient evidence to show that Ms. Tabet used Burbank High School (BHS) ASB funds to purchase spirit merchandise to sell during the 115th Anniversary. There is also sufficient evidence to show Ms. Tabet did not return the profits to the BHS ASB at the conclusion of the event.

- [redacted] said, "So that opened up a can of worms. She [Ms. Tabet] asked if we were going to sell merchandise. I said, 'No.' She [Ms. Tabet] said, 'Okay I have a contact who can help us sell t-shirts and sweatshirts,' and she [Ms. Tabet] said she can 'run this [merchandise aspect].' The next thing I know, she [Ms. Tabet] is taking money out of the ASB [Associated Student Body] account."
- [redacted] said [redacted] served as [redacted] that year (2023). [redacted] said, "All of the money for the [115th Anniversary] event was taken out of ASB funds. Then, all was supposed to go back into ASB, and then be split among all of our athletic groups. All of the teams had booths [at the 115th Anniversary celebration] to raise money."
- [redacted] recalled that she sold merchandise in-person and online. [redacted] said Ms. Tabet had a lockbox that she put case into. [redacted] stated, "At the end of the night, I asked her how we had done. She said, 'Oh, we did great.' I assumed she would take the money and put it into the ASB safe and apparently she didn't put any [money] back in the safe."
- [redacted] stated that the next week (September 4-8, 2023), [redacted] told him, "She [Ms. Tabet] had taken a lot of money out of the ASB account and she [Ms. Tabet] hadn't put any back."
- When asked about the BHS 115th Anniversary, Dr. Weisberg said she heard Ms. Tabet kept some money that was raised during the event, and "heard that something shady had happened came up after this investigation started."
- Mr. Cantwell said, "The District paid around one thousand one hundred sixteen dollars [$1,116] for the swag but [Ms. Tabet] did not reimburse the District." Mr. Cantwell

said, "The invoice provided to the District does not have detail and she [Ms. Tabet] did not repay anything to the District." Mr. Cantwell said it was "speculated" that about three to four thousand dollars ($3,000 - $4,000) was collected during sales of the merchandise, which "was never given back to the District."

- Mr. Cantwell said Ms. Tabet was given two hundred dollars ($200) petty cash to use as change when she sold "some swag," and she never re-paid the petty cash.
- [redacted] stated, "She [Ms. Tabet] never turned in money from the shirts [sales] and he [redacted] said, 'I looked to see if she [Ms. Tabet] paid any money and she didn't,' and the shirts were paid for by I think ASB [Associated Student Body]."
- [redacted] said when she reviewed the financials she saw the expense was drawn from the account, but no deposit was received to offset that debit.
- An analysis of the 2023-2024 BHS accounting detail was conducted. Two purchases were identified for "celebration apparel and tumblers." (Check to Linkin Prints on August 24, 2023 for $1,111.32, and check to Linkin Prints on September 1, 2023 for $490.61.) Multiple web store deposits between August 27, 2023 and September 1, 2023, are posted to the accounting detail totaling two hundred fifty five dollars ($255), however no cash deposits were identified during the 2023-2024 school year for merchandise sold during the BHS 115th Anniversary Celebration.

FURTHER INVESTIGATION

We completed all requested tasks related to the above referenced matter. As always, please do not hesitate to contact the undersigned should you have any questions or comments regarding my inquiries to date, or should you find need for further investigative service regarding this or any other matter.

Very Truly Yours,

David A. Sobel

Amy L. Irving

The Sobel Group, Inc.