

ARTICLE 2: RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for all certificated positions, excluding supervisory positions, management positions, day-to-day substitutes, and psychologists for purposes of the Rodda Act (California Government Code Sections 3540, et seq., Title I, Division 4, Chapter 10.7). Employees in the representation unit are comprised of but may not be limited to the following positions:

2.1.1 All probationary and permanent classroom teachers, including Adult School teachers, ~~Around the Bell Teachers~~, Child Development Teachers, temporary employees, and long-term substitutes. For the purposes of this Agreement, long-term substitutes are defined as substitute employees the District intends to employ for a period of 75% or more of one (1) semester in a substitute position and who hold a valid California teaching credential or an emergency multiple subject or single subject permit.

2.1.2 All special teachers, including, but not limited to, Home Teachers, Curriculum Specialists, ELD Specialists, ~~Literacy Resource Teachers~~, ~~ELD Resource Teachers~~, ~~SDC Teachers~~, Speech and Language Pathologists, ~~Vocal and Instrumental Music Teachers~~, ~~RSP Teachers~~, Teachers on Special Assignment, Special Education Teachers, Adaptive Physical Education Teachers, CTE Teachers, and RTI teachers.

2.1.3 All Nurses, Counselors, and School Librarians.

FOR THE ASSOCIATION:

 04/02/2025
 04/02/2025

FOR THE DISTRICT:

 04/02/2025
 04/02/2025

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Association Access

4.1.1 ~~The Association and its authorized representatives shall have access in accordance with the Education Employment Relations Act. It is understood and agreed that the Association and its authorized representatives shall have the right to conduct Association business, discussions, and activities on school property and utilize district facilities at all reasonable times, provided such activities or use does not interfere with classroom instruction or similar staff obligations such as faculty meetings, outside the work hours of District employees as defined in Article 9 of the Agreement, when the following conditions have been met:~~

4.1.2 **Association representatives who are not a District employee shall follow reasonable visitor sign-in procedures when visiting a District facility.**

4.1.3 ~~The Association shall have the right to use District educational technology or equipment (e.g. projectors, microphones, etc.) so long as such use does not interfere with the District's regular instructional program.~~

4.1.4 ~~An authorized representative of the Association has obtained advance permission from the Superintendent or his delegated representative regarding the specific time, place, and type of activity to be conducted on District property; or, in the case of meetings held in school buildings for on-site bargaining unit members, the principal or his delegated representative may grant such permission, and~~

4.1.5 ~~The Superintendent or his representative has verified that the proposed Association activities and use of facilities will not interfere with or interrupt school or District programs and/or performance of the employment duties of unit members of District employees, and~~

4.1.6 ~~Will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative, and~~

4.1.7 ~~The Association has agreed in advance to the payment of a reasonable fee for actual expenses related to the use of public utilities, security costs, clean up costs, and repair of any unusual wear or damage done to District's facilities, if such reasonable fee for actual expenses is requested of the Association by the District.~~

4.2 Association Communications

4.2.1 It is understood and agreed that the Association has the right to use the District's certificated employee organization bulletin board spaces for communication purposes. **The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school or other work area in places frequented by unit members. Bulletin board postings shall clearly identify they are from the Association or its affiliates. subject to the following conditions:**

4.2.2 The Association shall have the right to use District e-mail, regular mail service, and bargaining unit member mailboxes including electronic mailboxes for communications to unit members.

~~4.2.3 The Association office shall be a pick up and delivery point for regular (non-electronic) district mail upon request.~~

4.2.4 Unit members shall have the right to access private email accounts from District computers so long as such access does not interfere with instruction.

~~4.2.5 The Superintendent or designee shall provide certificated employee organization bulletin boards in each school building and other work areas frequented by unit members and will maintain said bulletin boards for use by the Association and other employee organizations.~~

~~4.2.6 All postings for bulletin boards shall contain the date of posting and identification of the Association.~~

~~4.2.7 A copy of such postings shall be simultaneously delivered to the Office of the Superintendent of Schools.~~

4.2.8 The Association will not post information that is so opprobrious, flagrant, insulting, defamatory, insubordinate, or fraught with malice as to lose its protection under the Educational Employment Relations Act, derogatory or defamatory of the District or its personnel.

4.3 The District agrees to furnish the BTA President with an electronic copy of the Agenda for each regular and special School Board meeting (except such Board meetings as may be called under Rodda Act provisions, Section 3549.1), and to deliver said Agenda copy at the time Agendas are delivered to School Board Members; and, further, to furnish the Association with copies of the supporting data immediately prior to or at the outset of the School Board meeting.

4.3.1 The Association shall have the right to request placement on the agenda, prior to the public comment section, of any regular meeting of the Board of Education. The request must be made to the Superintendent one week in advance of the meeting and shall include the topic to be presented.

4.4 It is further understood and agreed that the Association has the following additional rights:

4.4.1 Release Time for Negotiations and Grievance Processing

4.4.1.1 A reasonable number of representatives of the Association shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating, **preparing for negotiations**, and for the processing of grievances. ~~Two (2) Around the Bell Representatives shall be released, upon~~

~~request, to attend up to a maximum of twelve (12) Association meetings per year. Under normal circumstances, such requests shall be made at least twenty-four (24) hours before being released.~~

4.4.1.2 Two (2) ~~Around the Bell~~ Child Development Representatives shall be released, upon request, to attend up to a maximum of twelve (12) Association meetings per year. Under normal circumstances, such requests shall be made at least twenty-four (24) hours before being released.

4.4.2 The officers and appointed leaders of the Association, ~~upon approval of the site administrator,~~ may conduct official Association business during on-site duty time, provided that such business activity does not occur during their scheduled student contact time or involve other unit members during their duty time. The Association recognizes the professional responsibility to be prepared for class and student needs at all times during working hours. Should the principal be aware of violation of this Article, the principal shall follow due process to remedy the problem. The site administrator and BTA President may make other arrangements for conducting routine Association business.

4.4.3 ~~The Association President shall transmit to the District a written listing of the names of the Association Board of Directors eligible for release time under this provision.~~

4.4.4 The Association shall receive a maximum of twenty (20) days of District paid Association Release Time per school year for those individuals designated by the Association President or their designee in 4.4.3. The District shall pay the substitutes used under this provision. These twenty (20) days are separate and apart from the release time found in 4.4.1.1 and 4.4.1.2, provided to the Association President in the appropriate side letter, or release fully paid for by the Association for other Association activities.

4.4.5 Release time used under this provision shall not be used for any activity which is violative of this Agreement, for organizing any concerted activity against the District, or for any political activities disallowed by law, except lobbying on non-employment related legislation, or for any other purpose inconsistent with the Educational Employment Relations Act, Education Code, or other applicable law, unrelated to the Association's representational obligations as the exclusive representative of the bargaining unit.

4.4.6 ~~During a school semester, each designated individual as per Article 4.4.3 shall be eligible to use no more than four (4) days of release time under this provision. The President of the Association may request the Superintendent or Designee to consider granting additional release days should unusual circumstances arise.~~

4.4.7 To receive Association release time under this provision, the designated

individuals as per Article 4.4.34 shall provide 48 hours written notice to the principal or immediate supervisor, and the Superintendent or designee. The Superintendent or designee may grant exceptions to this time limit under unusual circumstances. The Association will make reasonable efforts to avoid the use of release time on Mondays, Fridays, and other special days of high substitute need.

4.5 New Employee Orientation ~~It is agreed and understood that the District will provide the Association with the names, position titles, and work locations of its bargaining unit members. New employees will be specifically identified. The District will also provide a list of unit members who were terminated during the previous year. The District will furnish the lists named above on or about August 15, October 15, and February 15. In May the District will provide a list of current year terminations, with retirees noted.~~

- 4.5.1** Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment related matters.
- 4.5.2** The District shall provide a annual new bargaining unit member orientation for all newly hired bargaining unit members to take place no later than seven (7) days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of the given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding within twenty one (21) calendar days from the date of hire. New bargaining unit members shall be paid the appropriate other hourly rate as found in Exhibit F, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day. The District may require completion of pre-hire paperwork as a condition of being paid for attendance at the annual new hire orientation prior to the first day of classes.
- 4.5.3** The District and Association shall make best efforts to mutually agree on dates, times, and locations for new bargaining unit member orientations/onboarding. If the Association and District cannot agree on a date, time, and location for orientation/onboarding meetings, the District must provide no less than twenty one (21) calendar days written notice in advance of the annual orientation meeting or ten (10) calendar days written notice in advance of other orientation/onboarding meetings that may occur throughout the year.
- 4.5.4** For the annual orientation/onboarding meeting prior to the start of classes the Association shall be provided no less than three and a half (3.5) hours of uninterrupted time to communicate with bargaining unit

members. Such time will not be provided at the end of the day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during Association time, unless the Association requests specific administrators remain present. For other orientation/onboarding meetings that may occur throughout the year the Association shall have no less than one (1) hour of uninterrupted time to communicate with the new bargaining unit member(s).

4.5.5—If the annual orientation/onboarding meeting is not held on District property or is long enough to include a meal period, the Association and District may agree to a reasonable division of location and meal costs per past practice.

4.6 Employee Information

4.6.1 The District shall provide the Association with a list of all bargaining unit members' names and information on August 15, October 15, and February 15 of each year. The information will be provided to the Association via password protected Excel spreadsheet and shall include the following information, with each field listed in its own column:

4.6.1.1 First Name

4.6.1.2 Middle Initial

4.6.1.3 Last Name

4.6.1.4 Suffix (e.g. Jr., III)

4.6.1.5 Home Street Address

4.6.1.6 Home City

4.6.1.7 Home State

4.6.1.8 Home Zip Code (5 or 9 digits)

4.6.1.9 Home telephone number (10 digits)

4.6.1.10 Personal cellular telephone number (10 digits)

4.6.1.11 Personal (non-District) Email Address

4.6.1.12 School Site

4.6.1.13 Grade Level/Assignment

4.6.1.14 Date of Hire

4.6.1.15 Birth date

4.6.1.16 Full Time Equivalent (FTE) Status

4.6.1.17 Employment Status (e.g. Probationary, Permanent, Temporary, etc.)

4.6.1.18 Type of Credential (e.g. Clear, Preliminary, Short Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)

4.6.1.19 Last Four of SSN

4.6.1.20 BUSD Employee Identification Number



4.6.2 The District shall provide the Association the "BTA Information Sheet" for

each newly hired bargaining unit member as they are hired, but in no case more than 7 calendar days from the date the new bargaining unit member signs their contract. "Newly hired bargaining unit member" shall include any bargaining unit member whether permanent, full time, part time, hourly, temporary, R.T.I., or long term substitute, who either is hired by the District for the first time or reemployed by the District in the bargaining unit after a lapse in service.

- 4.7 The Association shall be granted the right, upon request, to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. Additionally, the District recognizes the right of the Association to voice its views in the formulation of educational policy. In order to effectuate these rights, the District shall provide the Association notice when major changes are being considered to educational objectives, course content and curriculum, textbooks, or educational policy.
- 4.8 When an immediate supervisor or District representative requires an employee in the bargaining unit to attend a meeting with the immediate supervisor during the employee's duty hours, the employee shall attend such required meeting. Such required meeting will be rescheduled by the immediate supervisor or District representative for a time outside of duty hours under the following conditions:
- 4.8.1 The employee has the legal right to Association representation at such required meetings; and
- 4.8.2 The employee requests Association representation prior to or at the required meeting; and
- 4.8.3 No Association representative is available for the required meeting as originally scheduled.
- 4.9 The District ~~shall will make every effort to~~ notify the Association President and Executive Director in writing when a new committee which may include unit members is formed, or if it is necessary to replace unit members on an existing committee. The Association will exercise its option to appoint or replace ~~to consult with the District on the appointment or replacement~~ unit members to these committees. If the Association does not respond within 10 working days, the District may proceed with committee meetings without an Association representative. In the case that the Association does not respond within 10 working days to the District's original written notice, the Association may appoint representatives to the committee for inclusion at the next committee meeting so long as notice of the appointment is given to the District at least 5 working days before the next committee meeting and with the understanding that the late appointment shall not disrupt the committee's work. all consultation rights for that committee will be deemed to have been waived. Both parties agree that Section 4.8 is not grievable.

4.10 The Association shall have the right to consult with the District in the LCAP process independently. A committee consisting of the Association Lead Negotiator, the Association Executive Director, the Association President or Designee, and any interested unit members shall meet with the District quarterly to provide input during the LCAP process.

FOR THE ASSOCIATION:

 04/02/2025
 04/02/2025

FOR THE DISTRICT:

 04/02/2025
 04/02/2025

ARTICLE 9: HOURS OF EMPLOYMENT

9.1 PURPOSE

9.1.1 A major purpose of the Article is to allow the District to take full advantage of the incentives contained in Education Code Sections 46200 through 46203 added by SB 813 (1983), Chapter 498 of the Statutes of 1983. The District may act to ensure that it can provide in any year the minimum number of days and instructional minutes to take full advantage of the incentives in these statutes. The parties also understand and agree that Chapter 498 of the Statutes of 1983 has amended Education Code Sections 46142, 46144, 46145, and 46147. It is the intent of the District and the Association to comply fully with Education Code Sections 46141 through 46147. It also is the intent of the parties to offer no less instructional time in any year than the amount of instructional time fixed for the 1982-83 school year (Education Code 46202).

9.2 INSTRUCTIONAL DAYS

9.2.1 There will be a total of 180 instructional days at all instructional levels in the regular TK-12 program of the District. The total number of workdays, instructional and non-instructional, in the regular work year for the full-time employees in this bargaining unit, except Around the Bell teachers, shall be 187 days. See Exhibits J-1 and J-3.

9.2.2 The work year for high school counselors, including the continuation high school counselor, shall be fifteen (15) days in addition to the regular work year. The work year for middle school counselors shall be six (6) days in addition to the regular work year. The number of work days for counselors may be increased by mutual agreement of the District and the Association. The work year for the head nurse shall be four (4) days in addition to the regular work year.

9.2.3 Nurses may be requested to work during pre-registration days at the discretion of the District.

9.3 INSTRUCTIONAL MINUTES

9.3.1 The District has the exclusive discretion to schedule a beginning and end of the instructional day consistent with provisions of this Article.

9.3.2 The normal regularly assigned on-site hours for elementary (TK-5) full-time classroom teachers, special teachers, and long-term substitutes shall be from 8:00 a.m. to 3:00 p.m. and shall include a forty-three (43) minute duty-free lunch period.

There shall be no fewer than 18,382 instructional minutes per year at the Extended Transitional Kindergarten level. There shall be no fewer than 46,260 instructional minutes per year at the Transitional Kindergarten level. There shall be no fewer than 46,260 (beginning with the 2024 - 2025 school year)

instructional minutes per year at the Kindergarten level.

For grades 1 – 2, there shall be no fewer than 51,060 instructional minutes per student. For grades 3 – 5 there shall be no fewer than 54,410 instructional minutes per student.

- 9.3.2.1 There shall be shortened day schedules every Tuesday. Fourteen (14) shortened days each year shall be designated as elementary planning days on which there shall be no District or site meetings at which attendance by elementary teachers is required. Three (3) of those fourteen (14) Tuesdays will be scheduled on the Tuesdays before report cards are due. Up to four (4) of the fourteen (14) days may be scheduled for meetings, as needed, by mutual agreement of site administration and site faculty. In no event shall there be fewer than ten (10) shortened days for independent planning. The site administration, in collaboration with the site certificated staff, shall determine the dates, content, and schedule of these days.
- 9.3.2.2 At grades 1 – 2, a regular instructional day shall be no fewer than 292 minutes, a shortened instructional day shall be no fewer than 270 instructional minutes, and a minimum instructional day shall be no fewer than 230 instructional minutes.
- 9.3.2.3 At grades 3, 4, and 5 a regular instructional day shall be no fewer than 317 minutes, a shortened instructional day shall be no fewer than 270 minutes, and a minimum instructional day shall be no fewer than 240 minutes.
- 9.3.3 The normal regularly assigned on-site hours for middle school (grades 6-8) full-time classroom teachers, special teachers, and long-term substitutes shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. There shall be no fewer than 63,525 instructional minutes per year for grades 6-8. See Exhibit K-2. Effective the 2024-2025 school year, middle schools shall be permitted to offer zero period courses. For middle school teachers who teach a voluntary "zero period" class, assigned on-site hours shall begin at 6:50 a.m. Zero-period teachers shall have one duty-free period in which they are not required to be on campus or perform any school-related tasks.
- 9.3.3.1 Subject to approval by the District and the Association, all three middle schools shall be dismissed each Tuesday at 2:15 p.m. for staff collaboration and articulation. Teachers shall have a minimum of three (3) Tuesdays per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by middle school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration in collaboration with department chairs, shall determine the dates, content, and

schedule of these days. In addition, if there is a mutual agreement between the site administration, faculty chairperson, and department chairs, additional independent planning days in lieu of meeting days may be added on an annual basis.

9.3.3.2 The middle schools shall have two additional minimum days during the school year. The additional time provided by these two minimum days shall be used as follows:

(a) One day for teachers to work in their departments at their site.

(b) One day for teachers to work with departments from other school sites with the agendas to be determined solely by the department chairs.

(c) The dates of the minimum days will be determined each year by the Calendar Committee. The dates shall be distributed between the semesters unless the District and the Association agree otherwise.

9.3.4 The normal regularly assigned on-site hours for high school (grades 9-12) full-time classroom teachers, special teachers, and long-term substitutes shall be from 8:20 a.m. to 3:30 p.m. and shall include a forty (40) minute duty-free lunch period. For high school teachers who teach a voluntary "zero period" class, normal regularly assigned on-site duty shall be 7:20 a.m. to 2:30 p.m. There shall be no fewer than 64,800 instructional minutes per year for grades 9-12. See Exhibit K-3. In the two comprehensive high schools, there shall be a practice of three (3) minimum days at the end of each semester for the purpose of administering final exams.

9.3.4.1 To allow for pupil-free staff development, staff collaboration, and articulation at the high school level, an alternative schedule may be utilized every Tuesday. Teachers shall have a minimum of two (2) days per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by high school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration, in collaboration with department chairs, shall determine the dates, content, and schedule of these days. If a special schedule is enacted, there shall be no fewer than 64,800 instructional minutes per year for grades 9-12. In addition, if there is a mutual agreement between site administration, faculty chairperson, and department chairs, additional independent planning days in lieu of meetings may be added on an annual basis.

9.3.5 Each school site may develop alternative opening and closing times, consistent with the total duty hours and instructional minutes set forth herein, subject to

approval by the District and the Association. Approval by the Association shall be contingent upon a majority vote by the entire faculty through the use of a secret ballot. The District, within its discretion, may adjust class schedules and remaining employee time within the duty hours described in Section 9.3.

9.4 ASSIGNMENTS FOR MIDDLE SCHOOL AND HIGH SCHOOL

9.4.1 The normal classroom assignment for middle school and high school employees, within the hours of employment specified in this Article, shall consist of five instructional periods and one preparation period.

9.4.2 If the District determines there is a need, middle school and high school teachers may volunteer for regularly assigned on-site duty hours different from those specified in this Article without additional compensation provided such assignment does not exceed the total number of on-site duty hours or instructional minutes as specified in this Article.

9.4.3 When a need is deemed to exist by a middle school or high school principal for an employee to have six instructional periods and one preparation period, and such need is approved by the District, employees may be given the opportunity to volunteer for the additional class periods which may be scheduled before, during, or after the normal school day. Acceptance of a 0.2 FTE does not exempt teachers from professional duties.

9.4.3.1 If more than one person volunteers, the assignment will be made according to the following criteria in priority order:

- (1) Possession of appropriate credentials and other state and federal accountability mandates
- (2) Evidence of successful teaching experience at the grade level(s) and/or in the subject(s) applied for,
- (3) Order of seniority of employment with the District.

9.4.3.2 Compensation for this additional period shall be one-fifth (1/5) of the employee's daily rate.

9.4.3.3 It is the intent of this section to provide the principal with flexibility in class offerings and staffing.

9.4.4 For middle school and high school teachers with other than a regular full-time assignment, compensation, conference periods, and prorated benefits as referred to in Article 8.1.4 shall be determined as follows:

Number of Teaching	Portions of Required	% of Full-Time
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Assignments	Conference Period	Assignment and Compensation
1	1/5	20%
2	2/5	40%
3	3/5	60%
4	4/5	80%
5	1	100%
6	1 1/5	120%

9.4.4.1 With the exception of the additional one-fifth (1/5) conference period of unit members who have a six-period teaching assignment, all conference periods shall be taken within on-site duty time. The additional one-fifth (1/5) conference period shall be defined by the unit member with the approval of the principal.

9.4.4.2 Unit members having less than a full-time assignment and unit members teaching an additional class period may accumulate the additional preparation time for one preparation period weekly with the approval of the principal.

9.4.5 The District shall schedule a minimum of two certificated employees, one of whom shall be a site administrator, on-site during the hours of these additional class periods which may be scheduled before, during, or after the normal school day.

9.4.6 Site administrators will confer with teachers who teach zero period to provide site trainings or important staff updates in alternative methods, if reasonably possible.

9.5 EXTENDED YEAR: MAGNOLIA PARK SCHOOL

9.5.1 Certificated employees who work at Magnolia Park School may be asked to work an extended school year in addition to the regular work year.

9.5.2 If federal and/or state laws regulating special education services require a change in employee hours, the District shall meet with the Association prior to implementing any change in employee hours.

9.5.3 The daily rate of pay for certificated unit members in the Magnolia Park School extended session shall be at the same daily rate earned during the regular school year.

9.5.4 The number of work days in the extended session shall be determined by the District.

9.5.5 The selection of extended Magnolia Park School year teachers shall be at the discretion of the District subject to the following procedures:

- (a) Positions shall first be offered to persons who hold the positions during the regular school year.
- (b) Openings for extended session positions shall be posted at all worksites where certificated employees of the District are assigned.
- (c) Permanent and probationary District employees will be considered for extended session positions before other candidates are considered.
- (d) The District shall use the following criteria in priority order for selection from among extended session candidates:
 - (1) Possession of appropriate credentials.
 - (2) Evidence of successful teaching experience in applicable subjects and/or grade levels, with students who have special needs, is preferred.
 - (3) Order of seniority of employment with the District.

9.5.6 Certificated employees who work the extended year at Magnolia Park School shall earn sick leave credit in accordance with Article 13 - Leaves, and shall follow

procedures outlined in Article 13 regarding leaves of absence. Sick leave earned during the extended session shall be accrued to the regular school year.

9.6 AROUND THE BELL

9.6.1 The regular work year for a 12-month Around the Bell teachers shall be 246 days, or no less than the minimum number of days determined in the State Department of Education Child Development Division Contract. The regular work year for 9.5 month Around the Bell teachers shall be 193 days. The 9.5 month Around the Bell teacher shall report to work one day before school starts. Vacation days for Around the Bell teachers are included. However, Around the Bell teachers may be employed for less than 246 days but shall be considered to be full-time for the purpose of this Article; compensation shall be based upon the number of months, or parts thereof, for which the teacher is required to work.

9.6.2 Unit members assigned to Around the Bell shall be employed for a maximum of forty (40) hours per week during the Centers' normal hours of operation, 7:00 a.m. to 6:00 p.m. In calendar years when December 24th and 31st fall on a weekday,

the Around the Bell shall be closed approximately one hour early. Actual hours of assignment shall be determined by the Coordinator of Child Development Programs.

9.6.2.1 Unit members who are on duty at least six (6) hours per day in Around the Bell shall have a forty-five (45) minute duty-free lunch period.

9.6.2.2 When the Coordinator requires a unit member assigned to Around the Bell to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall receive compensation at one and one-half times the hourly equivalent of their regular salary rate. Around the Bell teachers whose regular assignment is less than forty (40) hours per week shall be paid at the hourly equivalent of their regular rate of pay if the Coordinator requires them to work beyond their regularly scheduled hours, up to eight hours per day or forty hours per week, including attendance at Open House.

9.6.2.3 One-half hour preparation time is provided for Around the Bell and State Funded Program unit members.

9.6.2.4 Unit members shall be provided two (2) paid workdays during the week before school starts in order to prepare for the upcoming school year.

9.7 FACTS PROGRAM

9.7.1 The FACTS Teachers will attend to the students from 8:00 a.m. or when the bus arrives, until 2:00 p.m., or until they are safely on the bus. At the time when the students are gone, the FACTS teachers will be free to take a duty-free lunch. Their workday ends at 3:00 p.m.

9.8 INDEPENDENT LEARNING ACADEMY

9.8.1 Workday shall be seven (7) hours with a forty (40) minute duty-free lunch. The assignment will be determined by the Independent Learning Academy Supervisor in collaboration with the ILA teacher but may begin no earlier than 8:30 a.m.

9.9 ADULT SCHOOL, HOME TEACHERS, AND OTHER PART-TIME EMPLOYEES

9.9.1 The normally assigned duty hours for a full-time Adult School Resource Teacher shall be comparable to those of a full-time classroom teacher. The scheduling of the work hours of the Adult School Resource Teacher shall be done by the Director of Adult Education and may include a reasonable number of evening and night responsibilities.

- 9.9.2 The regular work year for permanent adult school teachers shall be 32 weeks in length. Temporary and probationary adult school teacher hours and length of the semester are subject to sufficient class enrollment.
- 9.9.3 Adult School teaching positions are part-time positions. Assignments to these positions shall be on the basis of "assignment by the hour, pay by the hour."
- 9.9.4 Home teachers teaching three (3) hours per day shall receive one-half (1/2) hour of paid preparation time. Home teachers shall receive 15 minutes of paid preparation time per student per day with a maximum for any one teacher, or any student assigned to that teacher, of 60 minutes per day and a maximum of 60 minutes per week per student. Home teacher positions are part-time positions and are paid by the hour.
- 9.9.5 Part-time employment and assignment to any other position included within this bargaining unit shall also be on the basis of "assignment by the hour, pay by the hour."
- 9.9.6 There shall be no double pay for work performed in two different assignments at the same time by any employee in the bargaining unit unless specifically authorized in another provision of this agreement.

9.10 MISCELLANEOUS PROVISIONS

- 9.10.1 Unit members shall indicate their arrival at and departure from the work site based on site procedures to be developed by site administrators in collaboration with site-certificated staff.
- 9.10.2 The District shall provide relief from or compensation for elementary yard duty supervision before school and during morning recess. Compensation shall be based upon a prorated amount of Step 1, Column 1 of Exhibit 1.
- 9.10.3 Kindergarten teachers at each site may vote by a simple majority and by secret ballot prior to May 1st each school year, and each subsequent year, if they would like to implement a form of Divided Opening or traditional full-day kindergarten. Divided Opening would still need to provide the same number of instructional minutes, 46,260, to students, but individual sites could vote to have Divided Opening which fits within the contractual workday and still provides the required number of instructional minutes. Teachers shall be permitted to introduce and implement creative Divided Opening scenarios provided the overall instructional minutes of 46,260 are met.
- 9.10.4 Full work days of staff development activities must be at least six (6) hours in length, exclusive of lunch. The site administrator, in consultation with site staff, shall determine the length of the lunch period. However, the duty-free lunch period shall be no less than thirty (30) minutes in length. Lunch on district staff development days shall be sixty (60) minutes in length. Lunch on pupil-free non- staff development days may be up to ninety (90) minutes in length, at the

discretion of the unit member.

9.10.5 Assigned travel time for unit members between schools shall be work time.

9.10.6 For all full-time nurses, counselors, and librarians, the equivalent on-site duty time shall be consistent with other full-time employees unless otherwise provided for in this Article. The head nurse, whose duty hours shall be 7:50 a.m. to 4:00 p.m., shall be assigned and paid as a 120% (1.2 Full-Time Equivalent) position.

9.10.7 In collaboration with the site administrator, time shall be given to Special Education teachers, for Special Education Collaboration with general education classroom teachers to work together for purposes of consultation and lesson planning and assessments.

9.10.8 The District shall provide emergency preparedness and response training annually.

9.10.9 Teachers with general education combination classes at the elementary level shall receive a stipend of \$2,000 per year. Teachers with general education combination classes at the secondary level shall receive a prorated stipend of \$400 per year for each period of a combination class. **Members shall receive their first semester stipend no later than January 31 of each school year and the second semester stipend no later than June 30 of each school year.**

- An elementary combination class is two consecutive grade levels assigned to one teacher for the school year.
- A secondary combination class is two course levels taught during the same period. This is not intended to include instructional clusters such as GATE, SPED, or EL.

9.10.10 Members shall be provided time during the pre-school week to complete the annual mandated training videos, i.e. Child Abuse, Suicide Prevention, Sexual Harassment, etc. Members will be given one hour for each training video. If the District does not provide the agreed upon time during the pre-service week, they will either provide the time at a later date that is before the video completion deadline or provide compensation at the class coverage rate for each hour not provided.

9.11 CONFERENCES, PREPARATION TIME, AND SUBSTITUTES

9.11.1 The Conference Period of a middle school or high school teacher and the Preparation Time of an elementary or Around the Bell Teacher during on-site duty hours shall be a period of time provided primarily for the purpose of carrying out professional responsibilities related to preparation for classroom instruction and communication with parents teaching services and to the teaching and/or guidance of pupils. The preparation period should not be used for District or site-level meetings on a regular basis or for duties outside the regular assignment.

9.11.2 The parties acknowledge that unit members have a responsibility to confer with students and parents. Elementary teachers may offer parents of students the option of opting out of individual spring parent conferences.

9.11.3 Classroom teachers, Around the Bell Teachers, special teachers, nurses, counselors, and school librarians shall attend required meetings and such meetings shall be no longer than sixty (60) minutes in length. Meetings may last up to ninety (90) minutes no more than once a month, with prior notice and consultation with site leadership. Meetings that are not concluded shall be rescheduled for continuation.

9.11.4 The normal regularly assigned on-site hours for elementary and middle school counselors shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. In addition, no counselor will be required to work beyond 3:15 p.m. on Fridays or any day prior to a holiday weekend.

The normal regularly assigned on-site hours for high school counselors shall be from 8:20 a.m. to 3:30 p.m. and shall include a forty (40) minute duty-free lunch period. In addition, no counselor will be required to work beyond 3:45 p.m. on Fridays or any day prior to a holiday weekend.

Counselors may work a flexible, schedule upon mutual agreement between the administrator and the counselor. Counselors required to work evening assignments other than Back to School Night and Open House shall be given equivalent flex time. No Counselors shall be required to do lunch supervision.

9.11.5 Participation of bargaining unit members in Individualized Educational Program (IEP), Individual Intervention Plan (IIP), 504 Plan, Individualized Transitional Program (ITP), Student Study Team (SST), and Retention meetings shall be no longer than ninety (90) minutes in length unless there is mutual agreement of all involved to continue the meeting. Meetings that are not concluded shall be rescheduled for continuation. The priority shall be to hold such meetings during the instructional day.

9.11.6 It is recognized and agreed that meetings, professional activities, and professional assignments may be called or required during on-site duty hours, but a meeting of classroom teachers before students are required to be at school shall not be called unless by mutual agreement of the site Administration and site faculty, in order that teachers may normally have this time for preparing for the teaching day.

9.11.7 School principals and other immediate supervisors shall make provision in schools and other work areas for adequate personal relief time for classroom teachers and other unit members. Time available for this purpose may include, but not be limited to, morning nutritional periods, passing times in secondary schools, recesses, and during testing blocks.

9.11.8 Under normal circumstances, a substitute teacher will be employed during the absence of a teacher. However, in an emergency situation, if no other supervision

is available, a unit member may be required to cover another unit member's class. Management will attempt to provide such coverage equitably and will consider the prior professional commitments of unit members in making such assignments.

9.11.8.1 Compensation will be paid each time a unit member covers another unit member's secondary class period at the direction of the site administrator as shown in Exhibit F.

9.11.8.2 When a unit member has covered another unit member's elementary class or students from another elementary class at the direction of the site administrator, compensation will be paid each time as shown in Exhibit F. When an elementary class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. Compensation will be based on Exhibit F; the hourly rate will be divided by the number of classrooms in which the students are placed.

9.11.8.3 For members at the Adult School, the additional hourly compensation assigned class coverage shall be the "Other Hourly (Adult Education)" found in Exhibit F. If an Adult School class must be divided into more than one class, the students shall be divided equally, as much as possible, by the number of classes. The additional hourly compensation will be divided by the number of classrooms in which the students are placed.

9.11.9 Third, fourth, and fifth grade teachers shall receive 100 minutes per week of pupil-free time with respect to 3rd, 4th, and 5th grade students to which they are assigned. Such pupil-free time shall commence the first academic week of the first semester of each year. The pupil-free time is to provide teachers with additional preparation/planning time. The intent of this article is to provide planning time in blocks of no less than 30 minutes. On rainy days, the regular classroom may be used for student interaction not involving the 3rd, 4th, or 5th grade teacher.

9.12 INCLEMENT WEATHER

9.12.1 In the event schools are closed due to inclement weather or other acts of nature, bargaining unit employees shall be released from their on-site duty hours after appropriate supervision, appropriate transportation, and/or release to parents or designated persons of their students have been accomplished.

9.12.2 On an individual school basis, at the discretion of the principal, on an "inclement weather" schedule lunch periods may be reduced to thirty (30) minutes, duty-free. The "inclement weather" schedule shall be developed by the site principal in collaboration with staff with the intention of preserving the regular duty-free

lunch whenever possible.

9.13 FIELD TRIPS

9.13.1 No unit member shall be mandated to chaperone or attend a field trip outside of duty hours. This includes overnight field trips.

9.14 AFTER SCHOOL DISTRICT PROFESSIONAL DEVELOPMENT

Members shall be eligible to receive up to four hours of voluntary, district-offered, in-person, or live-virtual (participants must have their camera turned on to verify participation), professional development outside of contract hours which shall be paid at the curriculum writing rate. This does not apply to the professional development requirements of the induction program.

FOR THE ASSOCIATION:

Bruce Kehl 1/31/25

Alex Moore 1/31/2025

FOR THE DISTRICT:

[Signature] 4/28/25

[Signature] 4/28/25

ARTICLE 11: GENERAL EDUCATION CLASS SIZE

- 11.1 At all grade levels, administrators shall make adjustments and maintain reasonably balanced class enrollments consistent with student needs and the capacity of facilities, with special attention given to the numbers of laboratories and workstations where specialized equipment is used by students.
- 11.2 The District and the Association agree that class sizes in programs partially funded by the State or Federal governments shall be regulated by the maximum enrollment stipulations contained in applicable laws and regulations.
- 11.3 It is agreed and understood that each school year:
 - 11.3.1 The administration at each site shall make a reasonable effort to ensure numeric balance in class size across all grade levels and subject areas. A joint committee consisting of the site administrator(s) and representatives of the Association shall meet during the second week of school of each semester to review the class size, full-time equivalent FTE allocations, teacher workload, work or lab stations to students, and the number of preparations. The joint committee shall also review the number of special education and special population students within the general education classroom. Problems concerning these issues shall be referred to the Superintendent or designee and the Association where they will meet in order to find solutions.
 - 11.3.2 The District will provide the Association with copies of the October, February, and May calculations relative to annualized pupil-to-classroom teacher ratio and supporting documentation not later than when such reports are distributed to the Board of Education.
 - 11.3.3 Upon request by the Association, the District shall provide the Association with the total number of FTEs allocated by the District for each school site at the conclusion of the second week of each semester.
- 11.4 **ELEMENTARY GENERAL EDUCATION CLASS SIZE**
 - 11.4.1 Elementary TK – 3 shall have an average class enrollment of 24:1 at each site. (Pursuant to California Education Code section 42238.02(d)(3)(B)). When an individual teacher's class exceeds 26 students on or after the fifteenth (15th) instructional day of the school year, then the teacher shall receive a prorated annual stipend of One Thousand Dollars (\$1,000) per student over 26. Class size counts do not include SDC students.
 - 11.4.2 Elementary grades 4 and 5 student to classroom ratio shall be 32.5:1 at each site. When an individual teacher's class exceeds 33 students on or after the fifteenth (15th) instructional day of the school year, then the teacher shall receive a prorated annual stipend of One Thousand Dollars (\$1,000) per student over 33. Class size counts do not include SDC students.

11.5 SECONDARY GENERAL EDUCATION CLASS SIZE

11.5.1 Teachers shall have a daily contact maximum of 170 students with the exception of physical education and other traditionally larger groups. This applies only to full-period academic courses (i.e. homeroom time is excluded) and teachers who are teaching a standard 6 period day (5 sections plus a prep). Student contacts will be prorated based on FTE. When an individual teacher's number of students exceeds the daily contact maximum, on or after the fifteenth instructional day of the semester, then the teacher shall receive a prorated stipend ~~of \$100 per student per semester over the maximum.~~ **as specified in 11.5.5.**

11.5.1.1 Proration Schedule:

5-weeks: 25% of the stipend

10-weeks: 25% of the stipend

15-week: The remaining 50% of the stipend

11.5.2 Traditional larger classes in performing arts, physical education, sports teams, and similar courses will not be included in the calculation of the above daily contact maximum.

11.5.3 Individual physical education classes shall be no more than 52 students. When an individual teacher's class exceeds 52 students on or after the fifteenth (15th) instructional day of the school year, then the teacher shall receive a prorated ~~annual stipend of \$100 per student per semester over the total.~~ stipend as specified in 11.5.5 **and 11.5.1.1**

11.5.4 Teachers' Assistants (TAs) are not counted as a student rostered for cap purposes.

11.5.5 Teachers shall receive the following stipend for each student over the maximum per semester.

Number of students over	Amount per student
1 – 5	\$100
6 – 10	\$300
11 – 15	\$500
16 or more	\$600

11.5.6 No individual classroom shall surpass the maximum occupancy requirements set forth by relevant law or regulation.

11.6 ENGLISH LANGUAGE DEVELOPMENT (SELF-CONTAINED ELA AND DESIGNATED ELD)

11.6.1 It is understood that ELD programs at elementary schools may vary in size and configuration according to student needs and that each site administration and staff will jointly develop a plan to staff those needs.

11.6.2 The parties agree that normal practice at the middle school level will provide ELD



class sizes of approximately twenty (20) students per class with an aide and that a normal full-time ELD teaching assignment is five instructional periods. The parties recognize the fact that this target will vary according to student needs and scheduling conflicts.

11.6.3 The parties agree that normal practice at the high school level will provide ELD class sizes of approximately twenty (20) students per class with an aide and that a normal full-time ELD teaching assignment is five instructional periods. The parties recognize the fact that this target will vary according to student needs and scheduling conflicts.

FOR THE ASSOCIATION:




FOR THE DISTRICT:

 4/28/25
 4/28/25

ARTICLE 15: SAFETY

15.1 **Employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being. No provision of Article 15 waives a unit member's right to other recourse through administrative agencies or courts and prior exhaustion of the grievance process is not required.**

15.2 The District shall take immediate steps to investigate any alleged hazardous conditions. Upon verification by a qualified person that a hazardous condition exists, the District shall take action to alleviate such hazardous condition(s) and, provide an update to the Association and impacted employees regarding the hazardous condition and all steps taken to remediate the hazardous condition.

15.3 **INTERVENTION ASSISTANCE PROTOCOL (IAP)**

A unit member may request in writing, using the Intervention Assistance Protocol (IAP) in Appendix M, that a conference be held concerning any student who presents a potential, actual, or immediate danger to the physical safety of the unit member, staff, students, or themselves. The site administrator shall promptly schedule such a conference with the unit member, and if practicable, shall include other appropriate personnel and the student's parent or guardian. The site administrator shall consider recommendations resulting from the conference and implement any actions necessary to protect the safety of the unit member, staff, or students. For students who present a potential, actual, or immediate danger to the physical safety of a unit member, staff, students, or themselves, examples of possible supports may include but are not limited to:

- 1. Instruction assistance in the form of behavioral and intervention strategies**
- 2. Support from a trained behavior specialist or mental health professional**
- 3. Increased individualization of program/alternate placement**
- 4. Short-term instructional aid assigned to that situation**

School and department leadership teams shall assist in this process.

When the IAP process is initiated by a teacher regarding a student who has an Individualized Education Plan (IEP) and the teacher is not the student's case carrier, the IAP process shall involve the case carrier. Unit members are encouraged to reach out to the case carrier before initiating the IAP process for a student with an IEP.

Nothing in this section shall interfere with or restrict the normal administration of student discipline. The IAP process shall not be used for student behaviors that are not a potential, actual, or immediate danger to physical safety of unit members, staff, or students, such as willful defiance.

15.4 It is recognized, understood, and agreed by the parties to this Agreement that an

employee, to the extent permitted by Education Code Section 44807 may, use reasonable force in the performance of his or her duties for self-protection or protection of students or other employees. An employee also may take reasonable action for protection of the District, student, or employee property to the extent permitted by Education Code Section 44807. It is further recognized, understood, and agreed that under all such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner. Ed Codes 49079, 48904, and 48905 will be followed in regard to safety.

- 15.5 Employees shall immediately report cases of assault suffered by them in connection with the performance of their duties to their immediate supervisor, who shall thereupon immediately report the incident to the Police, and then to the Superintendent.

15.5.1 Protocol for Personal Threats Toward Burbank USD Employees

Workplace violence and physical or electronic threats of violence by employees, students, parents/guardians, or others toward BUSD employees will not be tolerated. Violators may be prosecuted under California Penal Code §422 and student suspension or expulsion from school may result under California Education Code §48900 (a)(1).

When a threat of any type is made against a staff member either while performing or related to their BUSD job duties, employees shall notify their School Principal or Department Administrator immediately or as soon as reasonably possible and complete the District's Threat Towards Employees Protocol paperwork (which can be found on the District website). The form shall be provided by their School Principal or other site administrators.

- 15.6 The Superintendent shall comply with any reasonable request from the employee who suffered from the assault for information in the possession of the Superintendent relating to the assault or persons involved.

- 15.7 ~~Employees shall not be required to work or to perform tasks in facilities that endanger their health or safety.~~ To the extent that is reasonably possible, the District shall maintain, and refill its emergency supply kit systems at all schools (Classroom Backpack and Bucket Supply Lists). The District shall notify employees of the location of such supplies. School Site Safety Committees shall notify site administrators when kits need to be replaced or refilled, may make recommendations for changes to the minimum requirements for the kits, and may utilize outside funds or solicit donations to supply additional items beyond the minimum requirements for the kits. Employees shall report promptly to their immediate supervisor all conditions considered to be hazardous to the health and/or safety of pupils and/or employees.

15.8 SUSPENSION OF STUDENTS BY TEACHERS

A teacher may formally suspend a pupil from the teacher's class for the remainder of the day and for the following day for ~~conduct that seriously disrupts the instructional process, including willful defiance of authority, repeated class interruptions, or disruptions~~ acts enumerated in Education Code Section 48900.

- 15.8.1 Such student conduct must be either repeated or so serious that there are no reasonable lesser disciplinary and control options available;
 - 15.8.2 Suspended students shall not be reassigned to another class during the class time affected by the suspension action, and shall not be returned to the teacher's class during the period of such suspension without the agreement of the teacher.
 - 15.8.3 Teachers utilizing this authority shall immediately (i) report the suspension to the principal or designee, (ii) notify the parents of the suspension and the reasons as soon as possible, and (iii) arrange a meeting of the teacher, the parents, the student's counselor, and an administrator or other appropriate representative of the school. The school administration shall upon request provide consultation and assistance in such suspension process.
 - 15.8.4 The District shall make available in all schools a District form, provided by the site administrator, to be used by a teacher in the event the teacher suspends a pupil from his or her class in accordance with this provision.
- 15.9 It is recognized, understood, and agreed that the District and teachers share a joint responsibility for encouraging and supporting the resolution of pupil discipline problems. The District from time to time shall publish guidelines and copies of various laws concerning student discipline, and make them available to teachers.
- 15.9.1 Notification Regarding Students with History of Unsafe Behavior

The District shall give notice to all teachers and counselors who are assigned a student, promptly after the District becomes aware that any of the following has occurred during the prior three years:

 - a. The student has been expelled from school (including the reason for the expulsion);
 - b. The student has been convicted of a crime of violence or of a crime involving carrying or using a weapon, or of a crime against the property, students, or personnel of a school district;
 - c. In a school-related context: the student has assaulted or intentionally caused physical injury to another, threatened bodily harm to school personnel, possessed a weapon, committed lewd

or obscene acts, or engaged in serious or repeated sexual harassment.

It is understood that there are broader notice requirements required by the Education Code (many of which are of doubtful interpretation and practicality), but the Association and the District have decided for purposes of emphasis that the above matters are at the core of such disclosure requirements from a safety perspective and therefore should be included in the Agreement.

Any such information conveyed to an employee shall be received and retained in strict confidence for the limited purpose of assisting the student's rehabilitation and protecting the unit member, students, and others, and shall not be disseminated or mentioned to others, except for private discussion on a "need to know" basis with authorized school personnel, the student's parents or law enforcement personnel.

Nothing in this section 15, or any grievance arising under this section 15, shall create civil liability or damages liability on the part of the District.

15.9.2 Student-Related Safety Training

Employees assigned to work with a student whose individual education plan (IEP) identifies emotional and/or behavioral goals or a student with identified emotional and/or behavioral needs that indicate the student may be a safety risk may request training specific to these circumstances. Such requests will be submitted in writing to the employee's immediate supervisors who will respond in writing in a timely manner. In the event a request is denied, a written explanation of the denial will be provided. The employee may appeal the immediate supervisors denial to the Superintendent or their designee.

- 15.10 Employees shall comply with the District's reasonable rules, regulations, and directives designed to provide a safe and healthy work place.
- 15.11 **The District shall provide emergency preparedness and response training annually. The Association shall provide input on the training topics. The Association and the District shall collaborate to develop and implement policies and procedures related to responding to an active shooter or other acts of violence on or near campus by August 2025.**
- 15.12 EMPLOYEE IDENTIFICATION AND VISITORS ON CAMPUS

15.12.1 The District shall annually provide an employee identification badge to each employee to be worn at all times when on District property or at District or school activities. One (1) replacement badge shall be provided annually upon the request of the employee. An additional replacement badge shall be provided if the District determines that the loss or damage was not a result of employee negligence. However, badges lost or damaged as a result of negligence will be supplied for a \$5.00 replacement charge.

15.12.2 A teacher shall have the right to refuse entry into the classroom by any person until such individual(s) have obtained and presented an appropriate visitation permit from the school office or proper employee identification. Employees shall report all suspected trespassers as soon as possible to the principal. The District shall post an appropriate notice at the main entrance to each school site indicating that visitors must obtain permits.

15.13 PROPERTY LOSS REIMBURSEMENT

The District, in accordance and consistent with the following provisions, shall reimburse employees for any verified loss, damage or destruction of personal property suffered while performing services to the District or while such personal property is on District premises. Reimbursement shall be conditioned upon the absence of negligence by the employee. The value of any item lost, damaged, or destroyed without fault of the employee shall be determined as of the time of the verified loss, damage, or destruction and shall include a normal allowance for depreciation.

15.13.1 Such reimbursement to employees shall be made only if the value is more than \$25.00. The maximum reimbursement for any one incident shall be \$700.00, except in the case of vehicles where the maximum reimbursement shall be \$1,250, or the vehicle insurance deductible, whichever is less. The total reimbursement for all loss, damage, or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$7,500.00 in any fiscal year and is supported by a copy of the final receipt.

15.13.2 Reimbursement is provided only when approval for the use of the personal property in the schools was given before the personal property was brought onto District premises or before use while performing services for the District. All such prior approval shall be in writing on a District-approved form available through the Business Services Office. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, personal electronic devices, or articles of clothing necessarily worn or carried by the employee or vehicles.

15.13.3 Claimants shall file a claim, on a District-approved form, within fifteen

(15) working days of the incident with Fiscal Services. Fiscal Services shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.

15.13.4 Where reimbursement involves a vehicle, an affidavit shall be submitted to Fiscal Services by the employee, attesting to the fact that the loss, damage, or destruction occurred while the employee was performing services for the District or such vehicle was on District premises. If there is damage or destruction of a vehicle, two (2) written estimates from licensed repair facilities of repair cost shall be provided to Fiscal Services. If the damage or destruction is \$1,250 or less, the District payment shall be limited to the amount of the lowest estimate and supported by a copy of the final receipt.

15.13.5 If the employee receives any payment from an insurance carrier for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage, or destruction covered by the District. The District shall, in addition, have all

rights of subrogation; and the employee shall execute all assignments and other documents, and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation.

15.14 The District agrees to establish an ongoing safety committee which shall meet twice annually. The safety committee shall include four (4) representatives appointed by the Association and four (4) representatives appointed by the Superintendent or designee. The function of this committee shall be to monitor and review District safety issues and the committee shall act in an advisory capacity to the District.

15.15 Appropriate operations and maintenance personnel shall inspect suspected asbestos-containing material for damage or deterioration annually. Should friable asbestos be found, the District shall follow Federal Environmental Protection Agency (EPA) guidelines in reporting the findings to required groups. The friable asbestos shall be abated following EPA Guidelines.

15.16 ACCOMMODATIONS

The District shall make available in each work location restroom and lavatory facilities exclusively for the employees' use, and where feasible within the existing building structure, an employee rest area shall be provided for use during lunch periods and breaks.

FOR THE ASSOCIATION:

Bruce Kehl

Alex Moore 01-31-25

FOR THE DISTRICT:

Frank 2/3/25

Ab SA 2/3/25

FLOW CHART – INTERVENTION ASSISTANCE PROTOCOL

1) Identify the Issue

The IAP's intended use is for student behavior that poses a potential, actual, or immediate danger to staff and students. If you are experiencing difficulty with these issues proceed to the next step.



2) Set up Meeting w/Supervisor

Before initiating the IAP process you must meet with your immediate supervisor to attempt to resolve the issue. Employees are entitled to Association representation in this meeting if they request it. If the supervisor is unable to meet promptly with the unit member, the unit member may initiate the IAP process without this meeting.



3) Initiate IAP Process

Inform your immediate supervisor you are initiating an IAP.
Complete the form in Appendix M-2.

The immediate supervisor will meet with appropriate District level administration as needed for assistance.



Ten (10) Working Days

The immediate supervisor has ten (10) working days to respond to an IAP.



4) District Administration Referral

If the resolution from the immediate supervisor is not satisfactory, then the issue will be referred directly to the appropriate administrator of secondary or elementary education. The director or their designee shall meet with the employee and seek a resolution. Employees are entitled to Association representation in this meeting if they request it.



Ten (10) Working Days

District administration has ten (10) working days to respond to an IAP.



5) Resolution or Grievance

If no response or resolution is found by Human Resources after ten (10) days, then the member may initiate the Grievance Procedure (Article 6).

INTERVENTION ASSISTANCE PROTOCOL (IAP) FORM

A unit member may request in writing, using the Intervention Assistance Protocol (IAP) in Appendix M, that a conference be held concerning any student who presents a potential, actual, or immediate danger to the physical safety of the unit member, staff, students, or themselves. The site administrator shall promptly schedule such a conference with the unit member, and if practicable, shall include other appropriate personnel and the student's parent or guardian. The site administrator shall consider recommendations resulting from the conference and implement any actions necessary to protect the safety of the unit member, staff, or students. For students who present a potential, actual, or immediate danger to the physical safety of a unit member, staff, students, or themselves, examples of possible supports may include but are not limited to:

1. Instruction assistance in the form of behavioral and intervention strategies
2. Support from a trained behavior specialist or mental health professional
3. Increased individualization of program/alternate placement
4. Short-term instructional aid assigned to that situation

Reminders:

- Unit members are encouraged to reach out to the case carrier before initiating the IAP process for a student with an IEP.
 - The IAP process shall not be used for student behaviors that are not a potential, actual, or immediate danger to physical safety of unit members, staff, or students, such as willful defiance.
-

1) Date of the Request: _____

2) Individual(s) Making the Request: _____

3) School or Department: _____

4) Has the issue been brought to your immediate supervisor? Yes / No

5) Please describe the issue(s) or concerns that you request be reviewed (attach additional sheet if needed):

6) Which solution(s) do you wish to be considered?

- Instructional assistance in the form of behavioral and intervention strategies
- Support from a trained behavior specialist or mental health professional
- Increased individualization for program/alternate placement
- Short-term instructional aid assigned to that situation
- Other (attach additional sheet if needed):

ARTICLE 30: DEPARTMENT CHAIRPERSONS AT THE MIDDLE SCHOOLS AND HIGH SCHOOLS

30.1 Effective January 1, 2016, there shall be a minimum of six (6) Department Chairpersons at each of the two comprehensive High Schools and at each of the three (3) Middle Schools. The determination of which department will receive a Department chairperson each year is within the sole discretion of the principal or designee after input from the teachers at each of the sites. Small departments may be grouped to form a unit that will receive a Department Chairperson.

30.1.1 Department Chairpersons shall be elected based on the procedures set forth in section 30.1.1.1. The principal may remove a Department Chairperson only after written notice has been given that states the deficiency, subject to just cause, and only after the Department Chairperson has had a period of thirty (30) days from the date of notification to correct the deficiency.

30.1.1.1 Department Chair Elections

- a. Each department shall elect the Chair for a two (2) year term, unless the election is filling a vacancy, at which time the term will be for the remainder of the vacancy.
- b. A Department Chairperson may serve two consecutive terms of up to four years. In the event that no other department member chooses to run, the department may re-elect the current Chair with a majority vote.
- c. Candidates will submit their names to **site administration by the last Friday in March.** ~~the department at the March department meeting in the spring semester in which their term expires.~~ The Department Chairperson election will be held during April or May.
- d. Candidates must have **completed (by the end of the current school year)** a minimum of two (2) years **at the site** teaching **experience** in the department or subject area. Candidates must teach the majority of their sections in the department. If no candidate in the department meets these criteria, all are eligible.

- e. The election will be held by ~~written~~, secret ballot, **written or electronically**.
- f. All current members of the department shall receive one vote per section currently taught in the department.
- g. Ballots will be distributed, collected, and counted by the principal and faculty chair. A majority of the votes cast shall determine the winning candidate.
- h. In the event that no candidate receives a majority vote on the first ballot, a runoff election shall be held. The candidates in the runoff election shall be the candidates receiving the two highest number of votes.
- i. In the event of a tie vote, the two candidates must agree to one of the following:
 - Choose to co-chair the department;
 - Serve for a one (1) year term;
 - One candidate withdraws **their his/her** name from the ballot and a new election is held, **if necessary**.
- j. Two teachers may run together as Co-Chairs following the same procedures for the election of a single Department Chairperson.
- k. **Department chair terms expire on the last day of school.**

30.1.2 Department Chairpersons have the right to consult and make recommendations to the principal or designee on the allocation of the department's budget funds, the establishment of the department's class offerings, assignments of department members to specific classes, and the balancing of department classes. The District shall adopt a job description for the Department Chairperson which shall include the following responsibilities.

30.1.2.1 Instructional Assistance to Teachers

- a. Assist teachers in the department with instruction related needs in cooperation with the principal or designee.
- b. Provide support and assistance to beginning teachers as needed.
- c. Encourage members of the department to assist one another through forums on subject areas within the department, sharing teaching strategies and ideas and facilitating peer assistance relationships among members of the department.
- d. Disseminate information related to professional growth, such as interview opportunities and conferences.

30.1.2.2 Curriculum

- a. Communicate department needs in the areas of the curriculum and related materials to and from the site administration after input from department members.
- b. Provide expertise regarding the subject matter and serve as a resource to colleagues when it comes to curriculum.
- c. Assume responsibility for determining textbook needs after input from department members.
- d. Represent the department at meetings related to the department's area of instruction.
- e. Serve as a member of the District textbook selection committee.

30.1.2.3 Implementation

- a. Assume responsibility for ordering, inventory, and delivery of supplies needed by members of the department.
- b. Provide information for and assist in ordering textbooks.

- c. Provide information related to class scheduling needs to and from site administrators after input from department members.
- d. Provide information related to department budget needs to and from site administrators after input from department members.
- e. Provide information related to department classroom and equipment needs to and from site administrators after input from department members.
- f. Provide information and assist in the preparation of field trip plans and scheduling of speakers related to department needs
- g. Perform other department leadership duties as assigned by the principal or designee, but no more than three hours a month.
- h. The Department Chairperson shall not evaluate teachers.

30.1.2.4 Communication

- a. Conduct monthly department meetings as necessary to facilitate communication between department members and administrators. Other department meetings will be scheduled as needed by agreement between the principal and department chairperson. It is advised that meetings not be held during duty free lunch.
- b. Communicate department needs in the area of materials and supplies to and from site administrators after input from department members.
- c. May volunteer as a school representative to community organizations.
- d. Disseminate information about professional responsibilities and opportunities to department members.

- e. Function as department representative in meetings with the school administration and/or District administration when requested by department members or administrators with concurrence from the principal.
- f. **Site administration and outgoing department chairs will communicate with the newly elected chair regarding current department issues, including, but not limited to, the master schedule for the next school year.**

30.1.3 Each Department Chairperson shall be required to attend meetings that are required of other unit members.

30.1.4 Department Chairpersons will be paid according to Exhibit F.

FOR THE ASSOCIATION:

Bleeker 12/12/24

Alex M 04-28-25

FOR THE DISTRICT:

Smith 12/12/24

A 12/12/24

ARTICLE 35: TERM OF AGREEMENT

35.1 This Agreement shall remain in full force and effect for a period of three years from July 1, ~~2025~~2022 to June 30, ~~2028~~2025.

35.2 During the term of this Agreement, either the District or Association may reopen negotiations for the 2025-2026 year for the work calendar, and two (2) articles selected by each party excluding Article 7 (Wages) and Article 8 (Health and Welfare Benefits).

During the term of this Agreement, either the District or Association may reopen negotiations for the ~~2026-2027~~2023-2024 and 2024-2025 school years on Articles 7 (Wages), 8 (Health and Welfare Benefits), work calendars, and two (2) articles selected by each party. During the term of this Agreement, either the District or Association may reopen negotiations for the 2027-2028 school years on Articles 7 (Wages), 8 (Health and Welfare Benefits), work calendars, and up to four (4) articles selected by each party. Written notice to reopen must be provided to the other party prior to April 1 of each year. Upon receipt of this written notice, the District will proceed with the public notice requirements under Government Code Section 3547. Negotiations shall commence no later than May 1 of that calendar year. Pending the conclusion of negotiations, all articles will remain in effect.

35.3 Written notice to begin negotiations on a successor agreement must be provided to the other party prior to April 1 of the final year of the Agreement. Upon receipt of this written notice, the District will proceed with the public notice requirement under Government Code Section 3547. Negotiations shall commence no later than May 1 of that calendar year.

35.4 In the event that the prior year's reopener or successor negotiations have not concluded by April 1, the Article 35.2 and Article 35.3 timelines shall be suspended and shall resume no later than sixty (60) instructional days after ratification of the prior year's Tentative Agreement.

35.5 The District and the Association may reopen this Agreement or any portion thereof during the term of the Agreement by mutual agreement in writing by both parties to this Agreement.

FOR THE ASSOCIATION

FOR THE DISTRICT

 4/28/25

 4/28/25

 04-28-25

EXHIBIT G: EXTRA COMPENSATION FOR CO/EXTRACURRICULAR ACTIVITIES
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BURBANK UNIFIED SCHOOL DISTRICT

EXTRA COMPENSATION FOR CO/EXTRACURRICULAR ACTIVITIES

Effective July 1, 2023 2025

The school site shall annually plan to include positions chosen from this list according to District Policy, budgetary allowances, and site leadership decisions. The positions listed below are not necessarily funded.

High School Level Only	November	February	April	June
Category A				
Academic Decathlon	2,394	2,394		
Instrumental Music	1,427	1,427	1,427	1,427
Vocal Music	1,427	1,427	1,427	1,427
ASB Advisor*	1,427	1,427	1,427	1,427
Drama	1,197 1,427	1,197 1,427	1,197 1,427	1,197 1,427
Category B				
<u>Color Guard</u>	1,081	1,081	1,081	1,081
<u>Sideline Cheer</u>	1,081	1,081	1,081	1,081
<u>Broadcast Journalism</u>	1,081	1,081	1,081	1,081
Newspaper	1,081	1,081	1,081	1,081
Yearbook	1,081	1,081	1,081	1,081
<u>Forensics Speech and Debate</u>	1,081	1,081	1,081	1,081
Dance	1,081	1,081	1,081	1,081
Category C				
Culinary Arts – with Catering	521	521	521	521
ASB Advisor (Monterey)	521	521	521	521
CSF Sponsor	521	521	521	521
Mock Trial	521	521		
Middle School Level Only	November	February	April	June
ASB Advisor	688	688	688	688
Newspaper	521	521	521	521
Yearbook	521	521	521	521
Drama	576	576	576	576
Vocal Music	688	688	688	688
Instrumental Music	688	688	688	688
Spirit Squad	521	521	521	521
CJSF Sponsor	430	430	430	430
Culinary Arts – with Catering	521	521	521	521
Elementary School Level Only	November	February	April	June
Chorus	344	344	344	344
All Levels (Site Funded)	November	February	April	June
Club Advisor*	395**	395**	395**	395**

* Or portion thereof

FOR THE ASSOCIATION:

Becker 4/28/25

By 2 04-28-25

FOR THE DISTRICT:

[Signature]

Seah 4/28/25

EXHIBIT C: SALARY SCHEDULE FOR COACHING SERVICES

**BURBANK UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR COACHING SERVICES
Effective July 1, 2023 2024**

The Board of Education will annually plan to include in the High School Interscholastic Program positions chosen from this list according to District Policy and budgetary allowances. All positions listed below are not necessarily funded. The amounts listed below are annual stipends.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 10	STEP 15	STEP 20
Athletic Coordinator (1)	8,819	9,012	9,212	9,407	9,604	9,801	10,197	10,589	10,982
*Varsity Football (2)	4,917	5,114	5,307	5,507	5,706	5,903	6,301	6,689	7,088
*Assistant Varsity Football (2)	4,429	4,627	4,820	5,017	5,216	5,413	5,806	6,205	6,598
*Junior Varsity Football (2)	4,429	4,627	4,820	5,017	5,216	5,413	5,806	6,205	6,598
*Frosh Football (2)	4,429	4,627	4,820	5,017	5,216	5,413	5,806	6,205	6,598
Varsity (other sports)	4,429	4,627	4,820	5,017	5,216	5,413	5,806	6,205	6,598
Junior Varsity (other sports)	3,990	4,189	4,381	4,581	4,777	4,974	5,369	5,762	6,157
Soph, Frosh, Soph/Frosh (other sports)	3,990	4,189	4,381	4,581	4,777	4,974	5,369	5,762	6,157

****Note:** Total payment for football coaches includes reimbursement for services rendered before the opening of school.

Payment schedule for other specific sports:

Baseball (4)	Soccer (3)	Volleyball (Fall) (2)
Basketball (3)	Softball (4)	Volleyball (Spring) (4)
<u>Competitive Cheer (3)</u>	<u>Stunt (4)</u>	<u>Water Polo (Fall) (2)</u>
Cross Country (2)	Swimming (4)	<u>Water Polo (Winter) (3)</u>
<u>Flag Football (2)</u>	Tennis (Fall) (2)	<u>Wrestling (2)</u>
Golf (Fall) (2)	Tennis (Spring) (4)	
Golf (Spring) (4)	Track (4)	

- (1) Will be paid in 11 equal payments from August through June.
- (2) Will be paid in 3 equal payments in August, September and October.
- (3) Will be paid in 3 equal payments in November, December and January.
- (4) Will be paid in 3 equal payments in February, March and April.
- (5) A stipend of \$223 will be paid to the Varsity Coach for each CIF playoff game in which his/her team participates, and a stipend of \$124 will be paid to each Assistant Coach for each CIF playoff game in which his/her team participates.

FOR THE ASSOCIATION:

Beebe 4/28/25

Ray Moore 04-28-25

FOR THE DISTRICT:

[Signature]

Sudder 4/28/25

Side Letter of Agreement

Between

The Burbank Unified School District and

Burbank Teachers' Association

April 9, 2025



For purposes of resolving 2025-26 negotiations pertaining to Article 7 and 8, the parties, as memorialized in this Side Letter of Agreement, agree to the following contingency language:

1. The District shall rehire five (5) elementary physical education teachers and five (5) elementary physical education assistants to assist 3rd, 4th and 5th grade teachers with elementary PE for the 2025-26 school year. These positions will only be funded for the 2025-26 school year, and any continuation of the services will be subject to negotiation.
2. The provisions of this Side Letter shall not be modified and/or changed unless both parties mutually agree.
3. This Side Letter contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the parties hereto.
4. This Side Letter shall not be a precedent setting and shall not form any basis for a past practice.

For the District:


4/10/25


For the Association:


4/10/25


Memorandum of Understanding
between the
Burbank Unified School District
and the
Burbank Teachers Association

May 3, 2024

Adult School Class Coverage

- 1) Class coverage for Adult School classes shall be assigned in accordance with Article 9 section 9.11.8 of the parties' collective bargaining agreement with the following changes:
 - a. The additional hourly compensation for Adult School educators assigned class coverage shall be the "Other Hourly (Adult Education)" rate found in Exhibit F.
 - b. If an Adult School class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. The additional hourly compensation will be divided by the number of classrooms in which the students are placed.
- 2) The parties shall incorporate this memorandum into the collective bargaining agreement at the earliest opportunity.
- 3) This Memorandum of Understanding shall be effective immediately upon agreement and shall expire after Adult School class coverage is addressed in the parties' collective bargaining agreement.

For the District:

For the Association:



 9/20/24

 9/20/24

 9/20/24

 9/20/2024

Memorandum of Understanding

between the

Burbank Unified School District

and the

Burbank Teachers Association

Summer School Pay Rate for Summer School TOSA's and Nurses


April 2, 2025

The Burbank Unified School District (District) and the Burbank teachers Association (Association) jointly known as the parties (Parties) enter into this Memorandum of Understanding (MOU) to have the Summer School Teachers' on Special Assignment (TOSA) and Nurses receive the Summer School Teacher rate of \$66.99 per hour on Exhibit F: Miscellaneous Salary Rates for the 2025 summer school session.

1. The Teachers on Special Assignment (Administrative Intern) work closely with the Directors of Elementary Education, Secondary Education and Special Education in preparing and planning the summer school programs.
2. The TOSA's all hold either an Administrative Credential, a Certificate of Eligibility for an Administrative Credential, or are currently in an administrative credentialing program.
3. The Summer School Nurses provide vital health care, medication administration, implementation of individual healthcare plans, emergency care, chronic condition management for students with disabilities, and compliance and documentation.

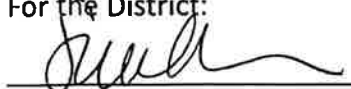
This agreement is effective through the 2025 summer school session.


For the Association:

 04/02/2025

 04/02/2025

For the District:

 04/02/2025

 04/02/2025

**Memorandum of Understanding between the
Burbank Unified School District
and the
Burbank Teachers Association**

New Employee Orientation and Bargaining Unit Member Information

1) New Employee Orientation

- a. Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment related matters.
- b. The District shall provide an annual new employee orientation for all newly hired bargaining unit members to take place no later than seven (7) days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of the given year. ~~Any Bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding within twenty-one (21) calendar days from the date of hire. The orientations~~ after the start of the school year will be held in October, January, and April, if needed, for bargaining unit members hired after the start of the school year. New bargaining unit members shall be paid the appropriate other hourly rate as found in Exhibit F, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day. The District may require completion of pre-hire paperwork as a condition of being paid for attendance at the annual new hire orientation prior to the first day of the contract year.
- c. The District and Association shall make best efforts to mutually agree on dates, times, and locations for new bargaining unit member orientations/onboarding. If the Association and District cannot agree on a date, time, and location for orientation/onboarding meetings, the District must provide no less than twenty-one (21) calendar days written notice in advance of the annual orientation meeting or ten (10) calendar days written notice in advance of other orientation/onboarding meetings that may occur throughout the year.
- d. For the annual orientation/onboarding meeting prior to the start of classes the Association shall be provided no less than three and a half (3.5) hours of uninterrupted time to communicate with bargaining unit members. Such time will not be provided at the end of the day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during Association time, unless the Association requests specific administrators remain present. For other orientation/onboarding meetings that may occur throughout the year, the Association shall have no less than one (1) hour of uninterrupted time to communicate with the new bargaining unit member(s).
- e. If the annual orientation/onboarding meeting is not held on District property or is long enough to include a meal period, the Association and District may agree to a reasonable division of location and meal costs per past practice.

2) Bargaining Unit Member Information

- a. The District shall provide the Association with a list of all bargaining unit members' names and information on August 15, October 15, and February 15 of each year. The information will be provided to the Association via password protected Excel spreadsheet and shall include the following information, with each field listed in its own column:
- a. First Name
 - b. Middle Initial (if provided)
 - c. Last Name
 - d. Suffix (e.g. Jr., III)
 - e. Home Street Address
 - f. Home City
 - g. Home State
 - h. Home Zip Code (5 or 9 digits)
 - ~~i. Home telephone number (10 digits)~~
 - j. Personal ~~cellular~~-telephone number (10 digits)
 - k. District Email Address
 - ~~l. Personal (non-District) Email Address~~
 - m. School Site
 - ~~n. Grade Level/Assignment~~
 - ~~o. Date of Hire Probationary Date~~
 - p. Birth date
 - q. Full Time Equivalent (FTE) Status
 - r. Employment Status (e.g. Probationary, Permanent, Temporary, etc.)
 - s. Last Four of SSN
- b. The District shall provide the Association the "BTA Information Sheet" for each newly hired bargaining unit member as they are hired, but in no case more than 7 calendar days from the date the new bargaining unit member signs their contract. "Newly hired bargaining unit member" shall include any bargaining unit member whether permanent, full time, part time, hourly, temporary, R.T.I., or long-term substitute, who either is hired by the District for the first time or reemployed by the District in the bargaining unit after a lapse in service.

3) Grievances Arising from This Agreement

- a. Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance and arbitration provisions of Article 6: Grievance Procedure, except as follows:
- i. "Grievant" will only be defined as the Burbank Teachers Association for the purpose of this agreement. No individual employee may grieve the terms of this Agreement.
 - ii. The grievance process will start at Article 6 Section 6.3.3 Step Two.

4) Duration of Agreement

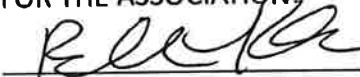
- a. This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2026 and shall be automatically renewed from year to year unless either

party serves written notice upon the other between March 1 and April 1, each year, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiate, either party can make a demand for interest arbitration.


5) Separability & Savings

- a. If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by a competent governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

FOR THE ASSOCIATION:



04/02/2025



04/02/2025

FOR THE DISTRICT:



04/02/2025



04/02/2025

EXHIBIT F: MISCELLANEOUS SALARY RATES

**BURBANK UNIFIED SCHOOL DISTRICT
MISCELLANEOUS SALARY RATES
Effective January 1, ~~2023~~ 2025**

Summer School Teacher	53.46 per hour
Summer School Teacher – Severely Handicapped / Autism	66.99 per hour
<u>Summer School TOSA</u>	<u>66.99 per hour</u>
<u>Summer School Nurse</u>	<u>66.99 per hour</u>
Extended Summer School Teacher / Intersession Teacher	53.46 per hour
Summer School Teacher-Adult Education	54.14 per hour
Saturday Program Teacher	169.90 per day
Home Teacher	42.39 per hour
Day-to-Day Substitute*	206.45 per day
Day-to-Day Substitute (Spec Ed)*	216.78 per day
Curriculum Writing (K-12)	39.67 per hour
Other Hourly (K-12)	39.67 per hour
Curriculum Writing (Adult Education)	31.03 per hour
Other Hourly (Adult Education)	31.03 per hour
Intervention Teaching	53.46 per hour
Secondary Class Coverage	54.74 per class period
Elementary Class Coverage	54.74 per hour
<u>TOSA Class Coverage</u>	<u>139.80 half-day</u>
	<u>(1-3 hours/sections in same classroom)</u>
<u>TOSA Class Coverage</u>	<u>279.60 full-day</u>
	<u>(at least 5 hours/sections in same classroom)</u>

When a unit member has covered another unit member's elementary class or students from another unit member's elementary class or students from another elementary class at the direction of an administrator compensation will be paid each time as shown above. When an elementary class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. Compensation will be based on Exhibit F; the hourly rate will be divided by the number of classrooms in which the students are placed.

Department Chairperson-High School**	1,735 per semester
Department Chairperson-Middle School**	1,735 per semester
Completion of Clear CTE Credential	1,870 one-time stipend
Professional Mentors**	2,245 per year for one mentee,
	4,490 per year for two mentees
Induction Mentors**	2,245 per year for one mentee,
	4,490 per year for two mentees
Lead Speech and Language Pathologist**	8,258 per year

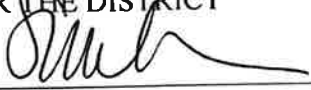

Miscellaneous Unit Rate
percentage)

1,538 per unit (may be applied as a

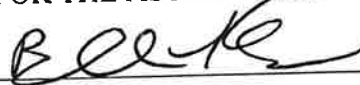

Regular Hourly Assignments (other than those specified elsewhere in this Agreement).
Compensation of 16.7% of the unit member's daily rate based upon Exhibit A will be paid for
each hour of professional assignment.

- * Pertains to bargaining unit members only
- ** May be prorated for partial term of service

FOR THE DISTRICT

 4/12/25
 4/12/25

FOR THE ASSOCIATION

 4/12/25
 04/12/25

MEMORANDUM OF UNDERSTANDING
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION

DEI LEAD TEACHERS

April 30, 2025

The Burbank Unified School District (District) and the Burbank Teachers Association (Association) jointly known as the Parties (Parties) enter into this Memorandum of Understanding (MOU) regarding a stipend as it pertains to the implementation of DEI Lead teachers at each school site for the 2025-2026 school year.

The provisions of this MOU shall be in addition to the compensation already outlined in the Collective Bargaining Agreement.

DEI Lead Teacher:

The Site leads will be tasked in facilitating (with site admin. direction) the work based on the site DEI goals.

- The DEI leads will meet regularly with site administration to coordinate the work.
- Each school site should have measurable DEI goals.
- The leads are required to meet monthly with the district staff/consultants to plan the work to complete-the DEI goals.
- DEI leads will be required to present/lead a portion of the monthly full staff meeting to move the work forward.
- DEI leads will present a report of progress in site goals at the end of the school year and information on the DEI plan for the following year.

The Parties understand the need for teacher leaders at each school site to assist in helping each school develop DEI goals and implement those goals with the staff. The leads will be selected by the school site, will facilitate site conversations and will work with the DEI consultant for trainings. Each lead will be compensated at \$1,676 per semester of the school year and the stipend may be prorated if the lead is unable to serve in this capacity all year.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Berke 4/28/25
Alex 04/28/25

Bob SA 4/28/25
Jim

Burbank Teachers Association
and the
Burbank Unified School District

Memorandum of Understanding

Schedule Changes

This agreement is meant to standardize procedures and ensure significant support for potential full year, daily bell schedule and master schedule site schedule changes. Any BTA member working full time at a Burbank Unified School District (BUSD) site may apply to the Burbank Teachers Association for a site schedule change waiver(s) to the existing Collective Bargaining Agreement (CBA).

Procedure

1. Any BTA member may submit a Waiver Proposal after approval from site and district administrators. In addition, a site administrator may submit a proposal for BTA to review.
2. BTA Site reps shall schedule a meeting date with all site bargaining unit members to discuss the application for proposed change to a schedule. The waiver must be submitted by the middle of February to the site and BTA. This meeting will take place by the end of February. The voting will take place by April 1.
 - a. Site reps will inform the BTA Executive Board so that Site reps or their designee shall attend such a meeting.
 - b. Due to privacy considerations, BTA will have the opportunity to meet with members one time without administrators present.
3. At least three work weeks prior to the site vote, all BTA members at said site shall be given a copy of the proposal or can go to the BTA website to see a copy of the waiver and there shall be a separate vote on the proposed schedule through Simply Voting or other secure online system chosen by BTA.
4. Administrators shall schedule meetings with CSEA members and parents to discuss the application for proposed changes to the schedule. These meetings will take place by the end of February. Site administrators will survey CSEA and parents. The survey will take place no later than March 7. Survey results will be shared with BTA no later than 3 weeks prior to voting.
5. The elections chair will conduct a secret ballot election among all BTA members at the worksite online through Simply Voting or other secure online system chosen by BTA. For proposals that contain multiple changes to the schedule that each serve a fundamentally different purpose, each schedule change must be voted on separately. Only the changes that receive the necessary number of yes votes will take effect. The results of the vote must be provided to site administration no later than one (1) school day after the voting window ends.
6. A minimum of sixty-six per cent (66%) approval or vote of yes of the total BTA membership at the site is required to pass the proposal. Less than 66% voids the application for a proposed change in schedule. If a member is on a leave, they have a right to vote on the MOU. If a member on leave chooses not to vote, then they are not counted in the vote total.
7. All waivers shall be for one (1) school year. Using the same voting method, sites will vote yearly on continuing the schedule change. The schedule change MOU will be mailed to BTA and the elections chair at least two weeks prior to April 1st in order to schedule a vote by April 1st. After the completion of the third year, using the same voting procedures, the site will vote to keep the schedule permanent or to revert back to their original schedule.
8. Any such proposal is subject to approval of both the BTA Executive Board and BUSD Board of Education before taking effect. Schedule changes shall be presented to the Board no later than the first board meeting in May.
9. This MOU will remain in effect until the end of the ~~2024—2025~~ 2027 – 2028 school year.

FOR THE ASSOCIATION:

Berk 4/28/25

Alex 04/28/25

FOR THE DISTRICT:

Al SA 4/28/25

John 4/28/25

Memorandum of Understanding
between the
Burbank Unified School District
and the
Burbank Teachers Association

Early Education and Elementary Special Education Substitutes

The Burbank Unified School District (“District”) and the Burbank Teachers Association (“Association”) recognize the importance of adequate time for special education meetings in the early education and elementary settings. The early education and elementary settings do not divide classes by subject matter and, therefore, do not have the same opportunity to meet during conference periods or take advantage of class coverage in the manner secondary schools do. To facilitate more opportunities for special education meetings, the parties agree to the following:

1. The District shall provide thirty-eight floating substitute days for each elementary school to cover special education and general education classes to facilitate individualized education plan team meetings during the instructional day.
2. The District shall provide fourteen floating substitute days for the Horace Mann Children’s Center to cover classes to facilitate individual education plan team meetings during the instructional day.
3. The District shall not repurpose these floating substitute days from their intended use to enable individual education plan meetings to occur during instructional time without the agreement of the Association.

FOR THE ASSOCIATION

 4/28/25

 04-28-25

FOR THE DISTRICT





Memorandum of Understanding
between the
Burbank Unified School District
and the
Burbank Teachers Association
Early Separation Notification Incentive
April 28, 2025

- 1) The Burbank Unified School District ("District") shall offer a onetime incentive of \$1,000.00 to BTA members who submit a separation agreement prior to January 16, 2026.
- 2) The unit member must submit an irrevocable resignation effective between the last contracted day and June 30, 2026 to Human Resources with original signature on the District's official separation form.
- 3) BTA members who separate prior to fulfilling their contractual year of service are not eligible for the incentive.
- 4) The incentive is intended for the 2025-2026 Fiscal year and shall not be viewed as precedent setting, nor be applied towards future retirement incentives.

For the District:

Sueh 4/28/25

AT 4/28/25

For the Association:

Becker 4/28/25

Alex Mon 04-28-25

**SIDE LETTER OF AGREEMENT REGARDING ELECTED UNION OFFICER
RELEASE TIME
BASED ON EDUCATION CODE § 44987**

Background

Sarah Schwartz has been elected to serve as President of the Burbank Teachers Association for a period that includes the 2025-2026 school year; and

Under Education Code § 44987, the president has a right to be released from her duties as a certificated employee of the Burbank Unified School District to conduct Association business on a leave of absence without any loss of pay or benefits; and

Under Education Code § 44987, Burbank Unified School District is entitled to reimbursement by the Burbank Teachers Association for this requested statutory leave of absence; and

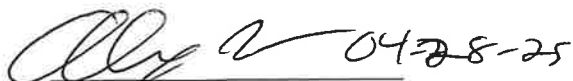
Through this agreement, Sarah Schwartz seeks leave time under Education Code § 44987 that is in addition to and separate from any type of union release time that is currently provided for in our current Collective Bargaining Agreement, in any other agreement, or by District practice.

Agreement

1. The Burbank Unified School District will grant Sarah Schwartz a paid leave of absence of one additional day per week for the 2025-2026 school year (equivalent to 20% release), without any loss of pay or benefits, including health and welfare benefits and employer STRS contributions.
2. Burbank Teachers Association will comply with its obligations under Education Code § 44987 by ensuring that the Burbank Unified School District be reimbursed upon receipt of regular invoices submitted by the Burbank Unified School District. The Burbank Unified School District shall provide the Burbank Teachers Association semesterly invoices for this additional release time with the first invoice due January 18, 2026, and the second invoice due June 28, 2026.
3. Sarah Schwartz will have the right to return to her teaching assignment at the conclusion of her service as an elected official of the Burbank Teachers Association.
4. The term of this Agreement is for the 2025-2026 school year and may be renewed if the Burbank Teachers Association is approved for additional years of grant funding by the California Teachers Association.

FOR ASSOCIATION

 4/28/25

 04-28-25

FOR DISTRICT



 4/28/25