

**AGREEMENT**

**BETWEEN THE**

**BURBANK UNIFIED SCHOOL**  
**DISTRICT**

**AND THE**

**BURBANK TEACHERS ASSOCIATION**

**EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025**



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# **ARTICLES**

## **ARTICLE 1: AGREEMENT**

This binding Agreement is made and entered into between the Burbank Unified School District (hereinafter referred to as “District”) and the Burbank Teachers Association, said Association being Chapter 21 of the California Teachers Association, and also being affiliated with the National Education Association (the Burbank Teachers Association hereinafter referred to as “Association”).

## **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, 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, Adaptive Physical Education Teachers, CTE Teachers.
  - 2.1.3 All Nurses, Counselors, and School Librarians.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, these duties and powers are the rights to:
  - 3.1.1 Determine its organization
  - 3.1.2 Direct the work of its employees
  - 3.1.3 Determine the times and hours of operation
  - 3.1.4 Determine the kinds and levels of services to be provided, and the methods and means of providing them
  - 3.1.5 Establish its educational policies, goals, and objectives
  - 3.1.6 Ensure the rights and educational opportunities of students
  - 3.1.7 Determine staffing patterns
  - 3.1.8 Determine the numbers and kinds of personnel required
  - 3.1.9 Maintain the efficiency of District operations
  - 3.1.10 Determine the curriculum
  - 3.1.11 Build, move, or modify facilities
  - 3.1.12 Establish budget procedures and determine budgetary allocations
  - 3.1.13 Determine the methods of raising revenues
  - 3.1.14 Contract out work to be done
  - 3.1.15 Take action on any matter in the event of an act of war, natural disaster, strike, an act of God, insurrection, revolution, flood, earthquake, energy shortage, fire, plague, epidemic, quarantine, or other major emergencies beyond the control of the District which substantially interrupts or threatens to interrupt the District's normal operation.
- 3.2 In addition, the Board of Education retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 3.3 The exercise of the foregoing rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of

judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

- 3.4 Article 3 (Management Rights) is not subject to the grievance and arbitration provisions, unless the grievance in question is an allegation that the District has violated a provision of some other Article, and such Article is itself subject to arbitration.

## **ARTICLE 4: ASSOCIATION RIGHTS**

- 4.1 It is understood and agreed that the Association shall have the right to conduct Association business, discussions, and activities outside the work hours of District employees as defined in Article 9 of the Agreement when the following conditions have been met:
  - 4.1.1 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
  - 4.1.2 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
  - 4.1.3 Will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative, and
  - 4.1.4 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 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 subject to the following conditions:
  - 4.2.1 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.
  - 4.2.2 All postings for bulletin boards shall contain the date of posting and identification of the Association.
  - 4.2.3 A copy of such postings shall be simultaneously delivered to the Office of the Superintendent of Schools.
  - 4.2.4 The Association will not post information that is 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 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.

4.4.2 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 Association release Time per school year for those individuals designated in 4.4.3. The District shall pay the substitutes used under this provision.

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, for any political activities except lobbying on non-employment related legislation, or for any purpose 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 4.4.3 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 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.
- 4.6 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.
- 4.7 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:
- 4.7.1 The employee has the legal right to Association representation at such required meetings; and
- 4.7.2 The employee requests Association representation prior to or at the required meeting; and
- 4.7.3 No Association representative is available for the required meeting as originally scheduled.
- 4.8 The District will make every effort to notify the Association 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 consult with the District on the appointment or replacement of unit members to these committees. If the Association does not respond within 10 working days, all consultation rights for that committee will be deemed to have been waived. Both parties agree that Section 4.8 is not grievable.
- 4.9 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.

## **ARTICLE 5: COMPLAINT PROCEDURES**

- 5.1 It is the purpose of this Article to provide appropriate means to respond to, and where possible to resolve, complaints received from parents/guardians, community members, students over the age of 18, and fellow employees regarding members of the bargaining unit. Complainants shall be advised to present informal complaints first with the employee who is the subject of the complaint. If the complainant does not wish to speak directly with the employee, then the complainant shall meet with the employee and that employee's immediate supervisor. For purposes of this Article, a complaint shall be defined as an allegation that relates to the employment relationship or an alleged misinterpretation or violation of the District's policies, regulations, rules, and procedures and which has no other remedy in law.
- 5.2 Complaints shall be kept confidential, and only individuals the parties involved consider necessary to the resolution of the complaint shall be informed of the complaint.
- 5.3 No record of the complaint shall be kept and no record shall be placed in the employee's personnel file if an investigation by the District shows that the complaint has no merit.
- 5.4 No documents, communications, or records dealing with the complaint shall be placed in an employee's personnel file that is not in accordance with Article 17.4 of this Agreement.
- 5.5 Any time limits specified in these procedures may be reduced or extended by mutual agreement of the parties involved.
- 5.6 **INFORMAL COMPLAINTS:**
  - 5.6.1 Complainants shall be advised to present informal complaints first with the employee who is the subject of the complaint prior to presenting any formal complaint. The employee shall respond to the complainant within five (5) working days.
  - 5.6.2 Should the complainant present concerns about an employee directly to the employee's immediate supervisor and be unwilling to discuss the complaint with the employee alone, or the complaint has not been resolved pursuant to Article 5.6.1, the immediate supervisor shall schedule a meeting among the employee, immediate supervisor, and the complainant at a mutually acceptable time, but no later than ten (10) working days of receipt by the immediate supervisor of the informal complaint. The employee shall have the right to representation at the meeting.
  - 5.6.3 A complainant will not be required to attend a conference, if unable to by reason of physical impairment, but shall make every effort to participate by other means.
  - 5.6.4 In all cases of complaints, the employee concerned shall be involved. The employee shall be provided an opportunity to hear and respond to the complaint before any resolution is reached.

5.7 FORMAL COMPLAINTS:

- 5.7.1 Should a complaint be unresolved at the informal level and should the complainant wish to pursue the complaint, the complaint must be submitted to the employee's immediate supervisor in writing. Failure to submit the complaint in writing shall constitute withdrawal of the complaint.
- 5.7.2 The formal complaint shall include the following information:
  - 5.7.2.1 The name of the employee against whom the complaint is filed.
  - 5.7.2.2 Date(s) and time(s) when the action(s) took place about which the complaint is filed.
  - 5.7.2.3 Specific facts concerning the action(s) about which the complaint is filed.
  - 5.7.2.4 The name(s) of the witness(es) (if any) to the action(s) about which the complaint is filed.
  - 5.7.2.5 Attempts made to resolve the complaint at the informal level.
  - 5.7.2.6 A proposed resolution to the complaint.
  - 5.7.2.7 The name and signature of the complainant and the date of filing.
- 5.7.3 A copy of the complaint shall be given to the employee within five (5) working days of its receipt by the immediate supervisor or designee.
- 5.7.4 Within fifteen (15) working days after delivery of the written formal complaint to the employee, the immediate supervisor or designee shall initiate and complete any necessary investigation, which shall include a meeting with the employee and may include a meeting among the parties. The employee shall respond to the complaint in writing to the employee's immediate supervisor or designee within five (5) working days after receipt of the written complaint.
- 5.7.5 Within five (5) working days after the conclusion of the investigation, the immediate supervisor or designee shall communicate, in writing, to the complainant and the employee regarding the findings of the investigation and the action taken, or to be taken, to resolve the complaint.
- 5.7.6 Should there be no satisfactory resolution to the complaint after the provisions of Article 5.7.1 through 5.7.5 have been met, and the complainant chooses to move the complaint forward, the complainant shall forward the written formal complaint, the employee's response, and the supervisor's response to the superintendent or designee within five (5) working days of the complainant's receipt of the immediate

supervisor's written response. The employee shall be notified by the superintendent or designee within five (5) working days of receipt of the unresolved complaint.

- 5.7.7 The superintendent or designee shall, within fifteen (15) working days after receipt of the unresolved written formal complaint, meet with the complainant, the employee, and the employee's immediate supervisor. The superintendent or designee shall chair the meeting. The employee and complainant may bring a representative to the meeting.
- 5.7.8 A complainant will not be required to attend a conference, if unable to by reason of physical impairment, but shall make every effort to participate by other means.
- 5.7.9 The decision of the superintendent or designee shall be final.
- 5.8 Anonymous complaints shall be shared with the employee but no action shall be taken unless required by law (e.g. sexual harassment complaints).
- 5.9 Complaints regarding alleged illegal discrimination under applicable Federal and State equal employment opportunity laws shall follow the complaint procedures set forth in Board Policy 4030 and Administrative Regulation 4031.
- 5.10 Complaints regarding alleged sexual or other illegal harassment under applicable Federal and State laws shall follow the complaint procedures set forth in Board Policy and Administrative Regulation 4119.11 or Board Policy 5145.7.
- 5.11 Complaints regarding alleged violation of Federal or State law(s) or regulation(s) governing certain educational programs (Adult Basic Education, Consolidated Categorical Aid, Migrant Education, Vocational Education, Child Care and Development, Child Nutrition, Special Education), or alleging unlawful discrimination on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability, in a program or activity conducted by a local agency which is funded directly by, or that receives or benefits from any State financial assistance, shall follow the complaint procedures set forth in Title 5 Code of Regulations.
- 5.12 Complaints regarding instructional materials used by a teacher or teachers in the District must follow the procedures set forth in Board Policy 1312.2 and Administrative Regulation 1312.2. The Association shall be provided the opportunity to discuss with the District any proposed changes to this Board Policy.

## ARTICLE 6: GRIEVANCE PROCEDURES

### 6.1 DEFINITIONS

- 6.1.1 Grievance: A written statement alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. The statement shall contain a request for a specific remedy to the grievance.
- 6.1.2 Grievant: A unit member, group of unit members, or the Association filing a grievance. A grievance may not be filed by an individual bargaining unit member for another.
- 6.1.3 Days: A grievant's working days, or, by mutual agreement, days when the District is open for business.
- 6.1.4 Immediate Supervisor: The appropriate administrator having immediate jurisdiction over the grievant and designated by the District to adjust grievances.

### 6.2 GENERAL PRINCIPLES

- 6.2.1 Before filing a formal written grievance, the unit member shall attempt to resolve the grievance in an informal conference with the grievant's immediate supervisor.
- 6.2.2 Either party has the right to representation at any step in this procedure. A grievant may be self-represented at all stages of this procedure, or, at the grievant's option, be represented by the Association. If the grievant is not represented by the Association, adjustments may be made provided that the adjustment is not inconsistent with the terms of this Agreement. However, no adjustment shall be made until the Association has received a copy of the grievance and proposed resolution and has been given the opportunity to file a written response. Such responses shall be made within five (5) days after receipt of the proposed resolution.
- 6.2.3 If the same grievance, or substantially the same grievance, is filed by more than one-unit member, only one grievant may process the grievance through this procedure. The names of all grievants shall appear on all documents submitted by the grievant.
- 6.2.4 Once a grievance has been filed, it shall not be amended. If substantive information was omitted from the original written allegation, the grievant must refile the amended grievance with the appropriate supervisor at Step 1 of this procedure. Such amendment shall not invalidate the timelines of a previously valid filing of the original grievance.
- 6.2.5 After completing the Informal Step, and in no event later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the grievance, the unit member must submit the grievance in writing to the immediate supervisor.

6.2.6 No individual grievance may be carried to the next level without the permission of the grievant.

### 6.3 STEPS IN THE GRIEVANCE PROCEDURE

6.3.1 Informal Step: A required discussion of the allegation between the grievant and the appropriate supervisor in an attempt to resolve the grievance.

6.3.2 Step 1: The written grievance shall be filed with the grievant's immediate supervisor with copies of all materials to the Superintendent or designee and the Association. The immediate supervisor shall confer with the grievant and any witnesses requested, and within ten (10) days of receipt, render a decision. Copies of the decision shall be sent to the grievant and the Association.

6.3.3 Step 2: A grievant may appeal the decision from Step 1 to the Superintendent or designee within ten (10) days after receipt of the Step 1 decision. The appeal shall be presented in writing with all documents and printed materials submitted in Step 1. The Superintendent or Designee shall confer with the grievant within ten (10) days after receipt of the appeal and shall render a written decision within ten (10) days after the conference. Copies of the decision shall be sent to the grievant and the Association.

6.3.4 Step 3: A grievant who is not satisfied with the decision at Step 2 may within five (5) days after receipt of the decision in Step 2, request the Association to submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) days after receipt of such request submit a request in writing to the Superintendent or designee for arbitration of the dispute, and the District shall join in the request. Failure to meet the time limits shall constitute an ultimate withdrawal of the grievance.

6.3.4.1 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) days, the parties shall request the American Arbitration Association to supply a panel of seven (7) names of qualified arbitrators. The District and the Association shall alternately strike names from the list with the order of striking being determined by lot. The person whose name remains after the striking procedure shall be the arbitrator.

### 6.4 AUTHORITY OF THE ARBITRATOR

6.4.1 The District and the Association agree that the jurisdiction and authority of the arbitrator, and the opinion or award expressed by the arbitrator, shall be confined exclusively to the interpretation of the express provisions of this Agreement.

6.4.2 The arbitrator shall be without power or authority to make any decision that required the District or its administration to do an act prohibited by law or is in violation of the Agreement.

- 6.4.3 The arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement.
- 6.4.4 If either party raises the issue of arbitrability, such party raising the issue may request, by written notice to the other party at least forty-eight (48) hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.
- 6.4.5 The decision of the arbitrator shall be submitted to the District and Association and shall be final and binding upon the parties in the dispute.

## 6.5 ARBITRATION PROCEDURES

- 6.5.1 Issues: The arbitrator shall hear evidence on the issue or issues that were submitted to arbitration. If the parties do not agree on a submission agreement, the arbitrator shall frame the issues by referring to the grievance records in Steps 1 and 2.
- 6.5.2 Award: The arbitrator shall submit a written award, with supporting findings, to each party within thirty (30) calendar days after submission.
- 6.5.3 Cost of Arbitration: The fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. Unless the parties agree to share the expenses, the cost of the services of a court reporter shall be paid by the party requesting the same.
- 6.5.4 Election of Remedies: The processing of a grievance beyond Step 2 shall constitute an expressed election on the part of the grievant that the grievance arbitration procedure is the chosen form for resolving the issues contained in the grievance and that the grievant will not resort to any other form for resolution or review of the issues. The parties do not intend by the provisions of 6.5.4 to preclude the enforcement of an arbitration award in any court of competent jurisdiction.

## 6.6 MISCELLANEOUS

- 6.6.1 No reprisals of any kind will be taken by the District against any unit member because of participation in the grievance procedure.
- 6.6.2 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6.6.3 Time limits for appeal provided in each step shall begin the day following receipt of a written decision. A grievant shall sign a copy of the proposed decision upon receipt. It is further understood that if there is no answer within the specified time limits at each step, the grievant may appeal to the next step.

A grievant's failure to meet the time limit shall constitute an ultimate withdrawal of the grievance. Time limits set forth in this Article may be extended or shortened by mutual written agreement of the parties.

6.6.4 Nothing herein shall preclude the District and the Association from utilizing, by mutual written agreement for any particular case, expedited arbitration proceedings such as contracted time limits, waivers of transcripts, briefs and/or immediate decision.

6.6.5 Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled to conflict with such duties, reasonable released time without loss of salary will be provided to the grievant and the grievant's authorized Association representative.



## **ARTICLE 7: WAGES**

- 7.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A-1 through H included in the APPENDICES of this Agreement, in accordance with the rules and regulations for the implementation of such salary schedules, wages, and pay rates as also set forth in said attached EXHIBITS A-1 through H.
- 7.2 Effective retroactively to July 1, 2023, the following salary schedules shall receive a 3.5% increase.
- A-1 Fully-Credentialed Certificated Bargaining Unit
  - A-2 Non-Credentialed Certificated Bargaining Unit
  - A-3 Retired Certificated Bargaining Unit
  - B-1 Around the Bell Teacher Certificated Bargaining Unit - Monthly
  - C Coaching Services
  - D-1 Adult School Teacher Certificated Bargaining Unit - Hourly
  - D-2 Adult Education Resource teacher and Evening Program Coordinator Certificated Bargaining Unit
  - E Career Technical Education Teacher Certificated Bargaining Unit - Hourly
  - F Miscellaneous Rates
  - G Extra Compensation for Co/Extracurricular Activities
  - H Certificated Hourly or Special Assignments
- 7.3 For unit members employed on or after July 1, 2005, Columns I and II of Schedules A-1 and A-2 are truncated at Step 5, and Column III is truncated at Step 10. Advancement below the truncation is available only to unit members hired before July 1, 2005.
- 7.4 Notwithstanding any law to the contrary, retroactive checks shall be issued to unit members no later than sixty (60) days of ratification of this agreement.
- 7.5 Effective July 1, 2019, counselors shall be on the same pay schedule as the rest of the bargaining unit. This transition shall not result in a loss of pay and shall not impact STRS retirement credit.
- 7.6 All bargaining unit members who meet the educational criteria shall receive the Master's Degree and Decorate Degree stipend as stated in Exhibit A-1, which will be prorated for bargaining unit members who work less than full time.

## **ARTICLE 8: HEALTH AND WELFARE BENEFITS**

8.1 Unit members shall be eligible for the health and welfare benefits herein described in accordance with the following provisions:

8.1.1 Effective January 1, 2024, the District shall contribute up to \$16,750 per plan year [“District Contribution”] toward the cost of medical benefits for full-time TK-12 unit members, Full Time, Around the Bell Instructors, and all job-sharing, bargaining-unit members whose partner waives his/her right to District-paid contributions, pursuant to Article 28.1.3.6. Article 8 will be closed for the 23/24 negotiations, but shall be open for the 24/25 negotiations unless both sides mutually agree to re-open Article 8.

8.1.1.1 An active unit member whose spouse is also an employee of the District, and eligible to receive a District contribution toward medical insurance, may combine benefit contributions to purchase any PERS medical insurance plan provided that only one employee is identified as the subscriber and the District contribution for each individual employee does not exceed the premium for such medical insurance plan.

8.1.2 Payments for medical benefits by the District shall be prorated for part-time employees, other than hourly.

8.1.3 Adult School and CTE Teachers who are employed and working:

(a) less than twelve (12) hours per week as of the first full week in October and the first full week in March in a contract year are not eligible for medical benefits.

(b) twelve (12) or more hours per week but less than twenty (20) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.

(c) twenty (20) or more hours per week but less than thirty (30) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for seventy-five percent (75%) of the District Contribution toward medical benefits.

(d) thirty (30) or more hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for one hundred percent (100%) of the District Contribution toward medical benefits.

8.1.4 Home teachers shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.

8.2 A member of the bargaining unit who attains age 55 and retires from active service under the State Teachers' Retirement System or Public Employees' Retirement System provisions may continue on the District's health plan until age 65. To be eligible for coverage, a member of the bargaining unit must have completed not less than fifteen (15) years of continuous service in the District and must retire from active service in the District.

For retirees who meet the restrictions and eligibility requirements as set forth in the paragraph above, the District shall pay one hundred percent (100%) of the contribution currently being paid for employee only, medical insurance only. Coverage is subject to the conditions and provisions of the District's insurance program and is limited to group medical plans.

8.2.1 After exhaustion of retiree health benefits under Article 8.2, and for retirees who do not qualify for benefits under Article 8.2, the retirees desiring to purchase medical benefits may do so by paying to the District, or any third party designated by the District, the full cost of such benefits in accordance with District procedures.

8.3 During the term of this Agreement, and pending a conclusion of negotiations on any successor Agreement, if the District expands its current participation in the self-funded program(s) to include life or medical protection, such expansion shall not result in any benefit modification or increase in employee contribution unless otherwise negotiated by the parties.

#### 8.4 DENTAL, VISION, LIFE, AND EMPLOYEE ASSISTANCE

For full-time unit members, the District shall contribute the full cost of employee-only Dental, Vision, Life, and Employee Assistance. The District contribution for these benefits shall be prorated for eligible part-time employees consistent with Articles 8.1.2, 8.1.3, and 8.1.4.

#### 8.5 PRE-TAX EARNINGS

Employee contributions for benefits provided as per Section 125 (Flexible Benefits) of the IRS Code are to be paid at the employee's option with pre-tax earnings. Employee selection of this option shall be made available during the open enrollment period.

8.6 The District shall provide eligible unit members with an opportunity to enroll in available group health, dental, vision, and life insurance programs as shown in Exhibit I.

8.7 It is agreed and understood that unit members on unpaid leave may continue to participate in any of the health and welfare benefits plans available to them throughout the District by making prompt payments for said benefits to the District for transmittal to the benefits carriers, but only to the extent that the benefits carriers for the District approve and permit such participation by unpaid leave status employees of this District.

## 8.8 DOMESTIC PARTNERS

Effective January 1, 2004, the term "spouse" for the purposes of dependent health and welfare benefit coverage shall include "domestic partners" under the following conditions:

1. The two partners shall have registered their domestic partnership by filing of a Declaration of Domestic Partnership with the Secretary of State of the state of California;
2. A copy of the Declaration of Domestic Partnership bearing the acknowledgment of receipt by the Secretary of State shall be presented to the District within thirty (30) days of registration with the Secretary of State and/or during open enrollment.
3. Within thirty (30) days of the termination of the domestic partnership in accordance with section 299 of the Family Code, the unit member shall notify the District of such termination in which case coverage for the former domestic partner shall cease on the last day of the month during which the District is notified of such termination.

## **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 school 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 6:50am. 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 Assignments	Portions of Required Conference Period	% of Full-Time 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 1<sup>st</sup> 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.

- 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.

## 9.11 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.
- 9.11.9 Third, fourth, and fifth grade teachers shall receive 100 minutes per week of pupil-free time with respect to 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> 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 3<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> 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.

## **ARTICLE 10: ORGANIZATIONAL SECURITY**

10.1 Any unit member who is a member of the Burbank Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing the deduction of unified membership dues, initiation fees, and general assessments. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorizations after the beginning of the school year shall be prorated in such a manner that the employee will pay membership dues only in proportion to the number of school months during the school year in which the employee is a member of the Association. Any fraction of a month of membership shall be counted as a full month. Unit members who currently have authorization cards on file for the above purpose need not be re-solicited. Such authorization shall continue in effect unless revoked in writing in accordance with the provisions of this Article.

10.1.1 The District shall not deduct monies specifically earmarked for ABC, PAC, or other political activities unless such deduction is affirmatively, separately, and specifically authorized in writing by the unit member.

10.1.2 A unit member who revokes authorization for the payroll deduction of dues, fees, and assessments consistent with the provisions of this Article shall comply with 10.1.

10.2 With respect to all deductions by the District pursuant to this Article, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

### **10.3 HOLD HARMLESS AND INDEMNITY PROVISION**

10.3.1 The Association, as defined by this Agreement, shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of this Article.

10.3.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed in Section 10.3.1 shall be compromised, resisted, defended, tried, or appealed.

10.3.3 The Association shall have the right to determine, after consultation with the District, whether such action or suit shall or shall not be compromised, settled,



resisted, defended, tried, or appealed. The Association shall cooperate in good faith with the District in any determination of whether such action or suit shall or shall not be compromised, settled, resisted, defended, tried, or appealed. Each party shall act reasonably to protect the interests of the other party. The Association shall not unilaterally make any decision with regard to such action or suit if such decision includes or involves the admission of any wrongdoing by the District, its officers, its agents, or its employees; if such decision includes or involves any financial or personal liability of the District, its officers, its agents, or its employees (unless the Association agrees to assume such liability); or if such decision requires the District to violate any law, a prior contractual commitment made by the District, or any District policy.

## **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 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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.
- 11.5.2 Traditional larger classes in performing arts, physical education, sports teams, and similar courses will not be included in 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 (15<sup>th</sup>) instructional day of the school year, then the teacher shall receive a prorated annual stipend of \$100 per student per semester over the total.
- 11.5.4 Teachers' Assistants (TAs) are not counted as a student rostered for cap purposes.

## 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.

## **ARTICLE 12: EVALUATION PROCEDURES**

12.1 The evaluation process is one means by which to improve the quality of education provided to students. It is an ongoing process focused on the means by which each individual can more effectively contribute to the educational effort of the District. It is based upon an objective and fair assessment of performance and is a self-enlightening activity, which occurs in an atmosphere of mutual trust and respect. This relationship is based upon the mutual understanding of the needs of the employee and the responsibility of the evaluator to provide recognition, reinforcement, encouragement and support of excellence.

The purpose of an evaluation is to promote effective interaction with students through the recognition, reinforcement, and encouragement of excellence by: supporting professional growth; enhancing communication; fostering mutual trust and respect; encouraging self-evaluation; providing assistance; and accurately documenting employment decisions.

The District shall evaluate and assess employee competency as it reasonably relates to:

12.1.1 The progress of students toward the District standards established and, if applicable, the state-adopted academic standards. (Standard 5: Standard for Assessing Student Learning)

12.1.2 The instructional techniques and strategies used by the employee. (Standard 1: Standard for Engaging and Supporting all Students in Learning, Standard 3: Standard for Understanding and Organizing Subject Matter for Student Learning and Standard 4: Standard for Planning Instruction and Designing Learning Experiences for All Students)

12.1.3 The employee's adherence to curricular objectives. (Standard 3: Standard for Understanding and Organizing Subject Matter for Student Learning and Standard 4: Standard for Planning Instruction and Designing Learning Experiences for All Students)

12.1.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities. (Standard 2: Standard for Creating and Maintaining Effective Environments for Student Learning.)

12.1.5 The establishment of professional learning outcomes and engagement in activities to develop and enhance professional knowledge and skills. (Standard 6: Standard for Developing as a Professional Educator).

12.2 **GENERAL PROCEDURES IN THE EVALUATION PROCESS:**

12.2.1 Evaluation and assessment of the performance of each certificated employee is meant to be a continuing process. Evaluations shall be conducted at least every other year for employees in permanent status, and annually for temporary

employees, probationary employees, and permanent employees who have been designated as requiring a professional growth plan.

12.2.2 Notwithstanding section 12.2.1 above and in accordance with A.B. 954 (Goldberg), employees who meet each of the following conditions shall be evaluated up to every five years:

1. The employee has achieved permanent status
2. The employee has been employed by the District continuously as a certificated employee for at least ten (10) years
3. The employee is “highly qualified” as defined by 20 U.S.C. section 7801
4. The employee was rated as meeting or exceeding standards in his or her previous evaluation
5. Both the employee and the evaluator consent; and
6. Neither the employee nor the employee’s current evaluator has withdrawn consent

NOTE: For the purpose of determining whether a bargaining unit member has been “employed by the District continuously as a certificated employee for at least ten (10) years,” a bargaining unit member shall qualify if he/she has worked as a certificated employee in the District fifty (50) percent or more of the number of days in the work year in each of ten (10) or more years whether or not such years are consecutive. For job-sharing teachers, the percentage is fifty (50) percent of their job-share agreement.

Consent or withdrawal of consent by the employee’s evaluator in accordance with subparagraphs 5 and 6 above shall not be made arbitrarily or capriciously and must have the concurrence of the employee’s principal.

Upon written request made within ten (10) days of written notice to the employee of the evaluator’s refusal to consent or withdrawal of consent, the evaluator shall state in writing the reasons for such refusal or withdrawal of consent. For the purposes of subparagraph 4 above, “meeting or exceeding standards” is defined as “Continued Employment Recommended.”

12.2.3 Normally, the evaluator shall be the employee’s immediate supervisor or designee. Other management or supervisory employees may provide supplementary evaluations when designated by the Superintendent, or designee. Bargaining unit members shall not evaluate other bargaining unit members.

12.2.4 The evaluation and assessment of employee competence pursuant to the Stull Act Evaluation Procedure shall not include the use of published norms established by standardized tests.

12.2.5 A memorandum of concern may be utilized at any time during the year by the evaluator when specific incidents occur which require documentation and/or administrative directives.

12.2.6 During non-Stull evaluation years, brief visits and/or observations and conferences with employees may be made as determined by the evaluator.

### 12.3 SPECIFIC PROCEDURES IN THE EVALUATION PROCESS:

#### 12.3.1 Planning Conference

12.3.1.1 The evaluator and the employee shall meet for a planning meeting or conference (individual or group) no later than October 1 to review performance criteria (Form A1 or B1) and the Continuum for Excellence (Form A2 or B2) At this conference, the employee shall sign form A1 or B1 acknowledging performance criteria by which the employee will be evaluated.

12.3.1.2 For employees hired after October 1 of the school year, the deadline for the completion of the pre-evaluation conference is two weeks after the date of hire.

#### 12.3.2 Classroom Observations

12.3.2.1 During the course of the evaluation cycle, the evaluator will conduct classroom observations a minimum of two (2) times with at least one scheduled observation. Such observations shall be concluded by:

February 1 for second-year probationary employees who are being considered for non-reelection

April 1 for all other probationary employees

April 15 for permanent and temporary employees

12.3.2.2 Each such formal observation will generally last 20 - 30 minutes. Additional brief visits as appropriate may be conducted.

12.3.2.3 During such observations, the evaluator will use only the criteria on the Planning and Observation Form (Form A1 or B1). Upon request, any notes taken by the evaluator during the observation shall be provided to the employee.

12.3.2.4 An employee may select a monitor, who shall be a member of the bargaining unit, to conduct an observation with the evaluator. If a monitor is used, any observation should be discussed with the employee and, with the employee's consent, the monitor. The District shall provide release time for the monitor to perform such duties.

### 12.3.3 Post-Observation Conference

12.3.3.1 A post-observation conference shall be scheduled by the evaluator no later than five (5) working days (excluding absences) following each observation – unless there are extenuating circumstances and both parties agree to a five (5) working days extension. The evaluator will plan this conference to facilitate two-way communication between the evaluator and the employee. The evaluator and the employee will discuss the teaching strategies used during the lesson and analyze their impact on student learning. Alternative strategies may be generated by the evaluator and employee at this conference. At this post-observation conference, the employee should be prepared to become involved in the analysis of the teaching segment and take notes.

12.3.3.2 (Form A-1 or B-1) shall be completed by the evaluator for all observations. Both the evaluator and the employee are to sign the form and a copy shall be provided to the employee.

### 12.3.4. Professional Assistance Plan

12.3.4.1 Professional Growth is defined as learning or refining knowledge and/or skills to enhance one's professional practice. Professional Assistance is defined as the support provided to an educator when they do not meet standards and need additional assistance.

12.3.4.2 If, during the course of the year, it is determined by either the employee or evaluator that the employee needs additional assistance, the evaluator shall meet with the employee as soon as possible and discuss the concern that has been identified in order to develop a Professional Assistance Plan (Form D). This professional assistance plan shall describe the area(s) in need of improvement, specific activities to be implemented, and timelines for implementation. An employee shall not be required to participate in such a plan unless an attempt is made to jointly reach an agreement on the nature of the program with the employee. Should the employee and the evaluator fail to reach an agreement on the nature of the program, the Superintendent, or designee, shall make the final determination.

12.3.4.3 If, at the conclusion of the school year, the employee has successfully completed the professional assistance plan, this shall be reflected on Form D. If, however, at the conclusion of the school year, the employee has not successfully completed the professional assistance plan, the evaluator and the employee shall jointly develop another professional assistance plan for the following school year. Should the employee and the evaluator fail to reach an agreement on the nature of the program, the Superintendent, or designee, shall make the final determination.

12.3.4.4 Release time shall be provided when required by the nature of the program or improvement plan. The program shall not require costs to the employee unless agreed to by the employee. And, if the plan includes peer participation, the relationship between the participating employee and the peer shall be confidential.

#### 12.3.5. Summary Evaluation

12.3.5.1 A copy of the Summary Evaluation (Form C) shall be received by employees not recommended for employment the following year no later than:

- \* February 1 for second-year probationary employees
- \* April 1 for first year-probationary employees

A final summary evaluation conference shall be scheduled with the employee following the receipt of such form. Such conference shall occur within five (5) working days (excluding absences) unless there are extenuating circumstances and both parties agree to a five (5) working days extension. However, any probationary employee being considered for non-re-election the following year, may complete Form E and deliver such form to the evaluator prior to the final summary evaluation conference.

No later than May 1, employees have the option of either conferencing with their evaluator relative to their end-of-the-year summary or completing and submitting to their evaluator their Employee End-Of-The-Year Summary (Form E). Should the employee select the option of completing Form E, the employee shall be concise by limiting comments to no more than 200 words. Such comments shall include a written summary statement indicating the extent to which the performance criteria have been met.



12.3.5.1.1 With either the conference or the use of Form E, the employee must be prepared to submit documentation to substantiate progress toward or attainment of the performance criteria. Examples of such documentation include, but are not limited to: samples of student work/projects, logs of parent/student contacts, lesson plans, pupil portfolios, teacher-made test results, pre- and post-publishers' tests, photographs, surveys, grade books, and anecdotal records.

12.3.5.2 No later than thirty calendar days prior to the close of school, a copy of the Summary Evaluation (Form C) shall be received by employees who are being recommended for employment the following year. A summary evaluation conference may be scheduled by either the evaluator or the employee following the receipt of such form.

12.3.5.3 The following evaluation forms shall be placed in the employee's personnel file: Planning and Observation (Form A-1 or B-1) from each observation, Summary Evaluation (Form C), Professional Assistance Plan(s), if applicable (Form D), and the optional Employee End-of-the-Year Summary (Form E), if submitted; or the ROP evaluation (Form F).

#### 12.4 EVALUATION TIMELINES:

12.4.1. A calendar identifying the procedures for the implementation of the evaluation process follows:

12.4.1.1 By October 1: The evaluator and the employee shall meet for a pre-evaluation meeting or conference (individual or group) and complete Form A1 or B1.

12.4.1.2 By February 1: Classroom observations shall be concluded for second-year probationary employees who are being considered for non-reelection.

12.4.1.3 By February 15: The Summary Evaluation (Form ~~C~~E) shall be received by second-year probationary employees not recommended for employment the following year.

12.4.1.4 By April 1: Classroom observations shall be concluded for all other probationary employees not covered by section 12.4.1.2 above.

12.4.1.5 By April 15: The Summary Evaluation (Form C) shall be received by first-year probationary employees not recommended for employment the following year.

12.4.1.6 By April 15: Classroom observations shall be concluded for permanent and temporary employees.

Permanent and temporary employees have the option of either conferencing with their evaluator relative to their end-of-the-year summary objectives or completing and submitting to their evaluator their End of the Year Summary of Objectives (Form E).

12.4.1.7 By no later than thirty (30) calendar days prior to the close of school:

Employees who are being recommended for employment the following year shall receive a copy of the Summary Evaluation (Form C).

12.5 The evaluation forms pursuant to this Article are contained in Exhibit L: The Certificated Evaluation Process.

**ARTICLE 13: LEAVES**

This Article contains the leaves available to members of the bargaining unit.

**13.1 GENERAL PROVISIONS -- PAID LEAVES OF ABSENCE**

13.1.1 The following leaves in section 13.1 must be granted by the District to members of the bargaining unit as long as all expressed conditions are satisfied by the member of the bargaining unit.

13.1.4 Bereavement Leave

13.1.6 Industrial Accident and Illness Leave

13.1.7 Jury Duty Leave

13.1.8 Military Leave

13.1.10 Personal Necessity Leave (Education Code)

13.1.11 Other Personal Leave (Ten Day Limit)

13.1.12 Pregnancy Disability Leave

13.1.13 Required Court Attendance Leave

13.1.15 Sick Leave

13.1.2 A unit member intending to be absent shall notify the District Substitute System by 6:00 a.m. of the day of absence, except as specifically detailed in leave sections. Exceptions to 13.1.2 may be made for emergencies that arise after 6:00 a.m. Notice of absence shall indicate the exact date of return. Unit members shall use the following process when it is necessary to change the reported date of return:

13.1.2.1 To extend an absence the unit member shall call the school by 2:00 p.m. on the day prior to the reported day of return, so the substitute may be retained. If it is not possible to call prior to 2:00 p.m., the unit member shall notify the District Substitute System no later than 6:00 a.m. the following morning.

13.1.2.2 To return earlier than the reported date, the unit member should notify the school before 2:00 p.m. on the day prior to return so the substitute may be released. If it is not possible to call prior to 2:00 p.m., the unit member shall notify the District Substitute System no later than 6:00 a.m. the following morning.

13.1.3 Notwithstanding any other provisions of this Agreement, an employee granted leave under any of the leaves listed in 13.1.3, if the length of the authorized leave is one semester or less, shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. If the authorized leave is more than one semester, the employee shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. "Comparable" means a position that has the same or similar duties and pay which can be performed at the same educational level as the position held prior to the leave and subject to availability of the position. "Comparable" does not mean that the unit member will be assigned to exactly the same elementary grade level. The above considerations apply to the following leaves:

13.1.5 Exchange Teacher Leave

13.1.7 Jury Duty Leave

13.1.10 Personal Necessity Leave (Education Code)

13.1.12 Pregnancy Disability Leave

13.1.14 Sabbatical Leave

13.1.4 Bereavement Leave

13.1.4.1 Regular employees who are absent from duty because of acute bereavement shall be allowed full pay for a period not to exceed seven (7) workdays. Acute bereavement is interpreted as that occasioned by death, or serious illness when death is imminent of a father, step-father, mother, step-mother, grandmother or grandfather of the employee or the spouse of the employee, and the spouse, brother, step-brother, sister, step-sister, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, grandson, granddaughter, or a person who resides in the household of the employee.

13.1.4.2 Adult school teachers teaching on an hourly basis shall be entitled to the same number of bereavement days as other unit members. A bereavement day for Adult School teachers is defined as the period of time they regularly teach in relations to a full school day.

13.1.5 Exchange Teacher Leave

13.1.5.1 A leave of absence as an exchange teacher may be granted for a period of one (1) year in length to any teacher who has attained

permanent status. The unit member may request one (1) additional year's leave of absence from the Superintendent or designee.

13.1.5.2 To apply for this leave the unit member must submit a request in writing to the Human Resources Services before February 1 of the school year prior to the school year for which leave is sought, unless leave is sought for the second semester only, in which case the request must be submitted by the prior October 15. The Superintendent may consider late requests under unusual and/or extraordinary circumstances.

13.1.5.3 This leave provision shall be subject to the requirement that an employee on leave shall notify the Superintendent or designee in writing of the employee's intention to return to duty with the District not later than February 1 or October 15 prior to the beginning of the semester in which the employee intends to return to duty with the District.

If a notice of intention to return is not received by February 1 or October 15, the District shall send a letter by certified mail, requesting a written response from the employee. If the employee does not respond within thirty (30) calendar days following the mailing of the District's certified letter, such lack of response shall be considered to be a voluntary resignation effective at the expiration of the leave.

13.1.5.4 Service as an exchange teacher shall be made in accordance with the provisions of the Education Code, the regulations of the school district affected, and the approval of the Board of Education.

13.1.5.5 A Burbank teacher who has been approved and has accepted a position as an exchange teacher shall receive the same salary as would normally be received if the employee were not serving as an exchange teacher.

13.1.5.6 When approval has been given to an application for service as an exchange teacher, the Business Division shall prepare an "Agreement Covering Exchange Teachers" and shall secure the signatures of both teachers concerned.

13.1.5.7 Progress on the salary schedule shall not be interrupted by time spent on leave as an exchange teacher.

13.1.5.8 To be eligible for consideration of additional leaves beyond the Exchange Teacher Leave, the unit member must return to service in the District for one full contract year.

## 13.1.6

### Industrial Accident and Illness Leave

13.1.6.1 For the term of this Agreement, the members of this bargaining unit shall be entitled to industrial accident and illness leave in accordance with the following rules and regulations:

- a. Allowable leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or the employee is otherwise required to work for the District in any one fiscal year for the same accident.
- b. Allowable leave shall not be accumulated from year to year.
- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. An employee absent from duties because of an industrial accident or illness shall be paid a portion of salary which, when added to temporary disability indemnity provided under the provisions of Labor Code Division 4 or Division 4.5, will result in payment to the employee an amount not exceeding full salary.
- e. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- g. The employee shall endorse to the District any temporary disability indemnity checks received because of an industrial accident or illness and the District, in turn, shall issue to the employee appropriate warrants for payment of the employee's salary, deducting from said warrants the normal retirement and other authorized contributions.
- h. Upon termination of industrial accident or illness leave, the employee shall be entitled to the benefits set forth in the sick leave provisions of this Agreement, for which purpose the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee

continues to receive temporary disability indemnity, the employee may elect to take as much accumulated sick leave as well, when added to the temporary disability indemnity, result in a payment of not more than full salary.

Bargaining unit members on leave and employed as long-term substitutes who suffer an industrial accident or illness shall be paid according to the above provisions. All other long-term substitutes shall be paid in accordance with the provisions of appropriate Labor and Education Codes.

- i. The unit member returning from industrial accident or illness leave shall be entitled to return to the same assignment as held at the time the leave commenced unless the assignment has been discontinued or a disability resulting from the accident or illness makes a reassignment necessary or desirable in the best interests of the District or the employee, or both. Unless returned to the assignment held at the time such leave commenced, the employee shall be given a comparable assignment.
- j. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the physician appointed by the Industrial Accident Commission states there has been such recovery.
- k. Progress on the salary schedule shall not be interrupted by time spent on industrial illness or accident leave.

### 13.1.7 Jury Duty Leave

13.1.7.1 The parties agree that Jury Duty Service shall be supported, but also limited as far as practical to the period of time when the operations of the District would not be adversely affected.

13.1.7.2 A unit member summoned to Jury Duty Service shall notify the immediate administrator of such summons. The District shall provide up to ten (10) days of paid leave for jury duty service. When summoned to Jury Duty Service, the unit member shall:

- (a) Forward a legible copy of the notice of jury duty to the Superintendent or designee.

- (b) Transmit to the District all fees exclusive of mileage received for jury service.

13.1.7.3 It is recognized that it is the District's general policy not to grant paid leave for jury duty in excess of ten (10) days for certificated employees. If a unit member is required, after seeking exemption or postponement, to serve on jury duty beyond ten (10) days, the unit member may request an extension of paid leave from the Superintendent or designee.

13.1.7.4 The District shall advise the Court that the District maintains a policy of limiting paid leave for jury duty to a maximum of two percent (2%) of the total number of employees in this unit.

13.1.7.5 As an incentive for bargaining unit members to serve or delay jury duty service until summer recess or other non-work days rather than serving during the regular school year, the District shall compensate unit members \$100 per day for each day of jury duty served during the summer or on other non-work days. A jury duty receipt of actual attendance must be submitted to Human Resources Services by the bargaining unit member to be eligible for the compensation provided by this section. The provisions of Article 13.1.7.5 shall not apply to employees assigned to the Adult School.

13.1.7.6 As an incentive for Adult School bargaining unit members to serve or delay jury duty service until summer recess or other non-work days rather than serving during the regular school year, the District shall compensate Adult School bargaining unit members for each day of jury duty served during the summer or on other non-work days.

Adult School bargaining unit members shall be eligible for compensation using the following criteria:

- a) To determine the amount of daily compensation, the weekly hours of the bargaining unit member's assignment that start before 6:00 p.m. shall be divided by 30 and multiplied by \$100.
- b) Weekly hours of the bargaining unit member's assignment that start before 6:00 p.m. shall be based on the semester's assignment in which the jury summons was received, or the subsequent semester if the jury summons is received and jury duty is served in the summer.



A jury duty receipt of actual attendance must be submitted to Human Resources Services by the bargaining unit member to be eligible for the compensation provided by this section.

13.1.8 Military Leave

13.1.8.1 Military leave shall be granted in accordance with Education Code Section 44800, Military and Veterans Code Sections 395 through 395.4, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

13.1.9 One-hour Release (Paid)

13.1.9.1 A unit member who requests permission to leave an assigned work area for necessary personal business reasons for a period not exceeding one (1) hour may do so with the prior approval of the immediate supervisor, and without loss of pay provided that no paid substitute time is requested or required. The bargaining unit member shall be entitled to such leave unless the immediate supervisor denies the request in writing for a stated reason.

13.1.10 Personal Necessity Leave (Education Code)

13.1.10.1 Any days of leave of absence for illness or injury allowed pursuant to Education Code Section 44978 may be used by the employee, pursuant to Education Code Section 44981, for the following reasons only:

- a. Death or serious illness of a member of the employee's family.
- b. Accident involving the employee's person or property or the person or property of a member of the immediate family.

Such leave shall be granted to each unit member upon notification to the appropriate site administrator or other immediate supervisor. Payment for such absences shall be made only upon certification by the Superintendent or designee that the absence was due to a situation designated as a personal necessity within the meaning of this Article.

Nothing in this Article, or this Agreement, shall be construed as providing pay for any collective refusal to provide services. The unit member shall be required to sign, on a form provided, a statement that such absence

was due to a personal necessity. Such form may be approved for payment by the Superintendent or designee and shall be filed with the Accounting Department. The Superintendent or designee shall take whatever steps are necessary to confirm that a personal necessity, within the limits of this Article, did exist.

13.1.11 Other Personal Leaves (Ten Day Limit)

13.1.11.1 Unit members may utilize up to ten (10) days of leave of absence annually for other personal leave. Such leave shall be deducted from the unit member's accumulated sick leave and shall not accumulate from year to year. The term other personal leave for purposes of this Section 13.1.11 is limited to the following:

- a. Imminent danger to the unit member's home, serious in nature, and which requires the presence of the unit member during the working day.
- b. Personal presence of the father at the time of birth of a child, or when birth is imminent.
- c. Actual attendance at the funeral of a distant relative, friend, neighbor, employee, or other acquaintance.
- d. Unforeseen circumstances involving transportation or storm conditions that prevent the unit member from traveling to and from work.
- e. Unit member's appearance in court as a litigant.
- f. Other specific family responsibilities or family business imperatives which require the presence of the employee during working hours. Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, occupational investigation, a convention related to a member's avocation, or to spouse's business profession or avocation, or attending to matters which could reasonably be scheduled outside of working hours.

13.1.11.2 Such leave shall be granted to each unit member only upon application to the appropriate site administrator or other immediate supervisor at least two (2) days before taking such leave, except in the case of an emergency.

13.1.11.3 Payment for such absences shall be made only upon certification by the Superintendent or designee that the absence was due to a situation designated as another personal leave within the meaning of this Article. Nothing in this Article, or in this Agreement, shall be construed as providing pay for any collective refusal to provide services. The unit member shall be required to sign, on a form provided, a statement that such absence was due to a personal need. Such form may be approved for payment by the Superintendent or designee and shall be filed with the Accounting Department. The Superintendent or designee shall take whatever steps are necessary to confirm that a personal need, within the limits of this Article did exist, except under Subsection 13.1.11.4.

13.1.11.4 Discretionary Days - Two (2) days of the other personal leave of six (6) days allowable may be utilized at the discretion of the unit member upon the following conditions:

- Such days shall be charged against the unit member's unused sick leave.
- Forty-eight (48) hours of written notice shall be required unless extenuating circumstances occur which prevent such notice from being given; in that event, the unit member shall make every reasonable effort to give advance notice.
- There shall be no accumulation from year to year of such days.
- The District retains the right to refuse the unit member's request to utilize Discretionary Leave on a particular day if a sufficient number of substitutes is not available, and if classes cannot be covered in the usual manner, or if in the professional judgment of the Superintendent or Designee too many teachers will be absent from one school site. Should it still be necessary for a unit member to take the day off, the day may be taken as unpaid personal business.
- The unit member shall not be required to give reasons for the use of such day.
- Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, or attending to matters which could reasonably be scheduled outside of working hours.

## 13.1.12

### Pregnancy Disability Leave

- 13.1.12.1 Employees covered by this Agreement shall be entitled to use sick leave as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and related medical conditions on the same terms and conditions governing leave of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or-related medical conditions.
- 13.1.12.2 The length of such leave, including the date on which the leave shall commence and the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician. The District may require verification from the employee's physician of the employee's inability to work, the dates of the leave, and that the leave is related to disabilities caused by pregnancy, childbirth or related medical conditions.
- 13.1.12.3 An employee who wishes to request the pregnancy disability leave shall use the District approved form.
- 13.1.12.4 Employees who are members of the bargaining unit shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions, when all current, accumulated, and half-pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician.
- 13.1.12.5 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so due to medical situations arising out of pregnancy, miscarriage, or childbirth. These leaves are to be treated the same as leaves for other illnesses.
- 13.1.12.6 A unit member who is on a pregnancy disability leave, combined with an accompanying child care that is for one year or more, may advance no more than one step on the salary schedule. This advancement may occur even though that member has not been in paid status for seventy five percent (75%) of the total workdays assigned for that year.

- 13.1.12.7 Upon receipt of the verification of pregnancy disability in the Human Resources Services Department, salary warrants shall be issued during pregnancy disability leave in the same manner as they are issued for unit members on sick leave.
- 13.1.13 Required Court Attendance Leave
- 13.1.13.1 A paid leave of absence shall be granted to any employee who appears as a witness in court. A maximum of five (5) employees per day shall be granted a paid leave of absence to respond to an official order from another governmental jurisdiction.
- 13.1.14 Sabbatical Leave
- 13.1.14.1 Consistent with Education Code Sections 44966 and 44967, sabbatical leaves for a unit member may be granted by the District beginning September 1992 up to a maximum of seven (7) sabbatical leaves per semester. Such leaves shall be granted only to permanent certificated employees, and no more than one (1) such leave per year to Around the Bell teachers. A minimum of two (2) such leaves shall be granted each year subject to the provisions of 13.1.14.2.
- 13.1.14.2 Applications for sabbatical leave shall be subject to the recommendation of the Professional Advancement Committee and the Superintendent, and the approval of the Board of Education.
- 13.1.14.3 As a condition precedent to obtaining the leave, the employee must agree to render service to the District immediately following the leave for a period equivalent to at least twice the period of the leave.
- 13.1.14.4 In the event sabbatical leave is interrupted due to maternity, personal illness or injury, or other personal emergency involving the employee on sabbatical leave or the employee's immediate family, the sabbatical leave and work pertaining thereto shall be completed in full within a three (3) year period of date of commencement of said sabbatical leave. It shall be the responsibility of the employee on sabbatical leave to immediately notify the District of any interruption in the leave undertaken, and to confer in sufficient time with District representatives and reach agreement upon arrangements for the completion of said sabbatical leave within the requirements set forth in Education Code Section 44966.

13.1.14.5 The employee on sabbatical leave shall receive fifty percent (50%) of regular salary, plus payment of premiums for health and welfare benefits in an amount not to exceed the District's contribution for the highest employee-only HMO or managed care plan as well as dental, vision, and life insurance plans.

13.1.14.6 Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the teacher's progress on the salary schedule.

13.1.15 Sick Leave

13.1.15.1 For the term of this Agreement, the members of this bargaining unit shall be entitled to sick leave in accordance with the following provisions:

- a. A full-time employee who is a member of this bargaining unit shall be entitled to ten (10) days of sick leave with full pay during each school year and unit members who work an eleventh or twelfth calendar month shall be entitled to an additional day of sick leave earned for each additional calendar month of service rendered. Unit members who are part-time employees shall be entitled to such sick leave in the same ratio as their part-time hours of employment bears to the full-time hours of employment for members of this bargaining unit.

Unit members who are on a paid leave of absence shall accrue sick leave in the same manner as had been accrued in the most recent year in paid status. Unit members who are on an unpaid leave of absence shall be credited with sick leave at the beginning of each semester in the same manner as had been accrued in the most recent semester in paid status but shall have the proportionate number of days of sick leave reduced from their accrued sick leave at the end of each semester or upon termination, whichever occurs first, for that proportion of the semester spent in unpaid leave status.

- b. If a unit member does not utilize the full amount of sick leave as authorized in Section 13.1.15.1(a) (above) during a school year, the amount not utilized shall be accumulated from year to year as "accumulated sick leave."
- c. Any unused sick leave credit (current year's sick leave entitlement plus all accumulated sick leave entitlement)

may be used by the unit member for sick leave purposes without loss of compensation.

- d. After all other unused sick leave credit has been exhausted, any unit member shall be entitled to extended sick leave benefits as follows:
  - (1) The employee shall be compensated at a rate equal to fifty percent (50%) of regular salary for absence due to illness or injury in excess of current and accumulated full days of sick leave, but the total days paid at half pay (50%) shall not exceed one hundred (100) in any fiscal year. Each fiscal year shall be considered a new one hundred (100) day period and subsequent one hundred (100) half-paid days of sick leave shall apply for the same employee.
  - (2) The half-pay days of sick leave authorized under this rule shall be exclusive of any other paid leave, holidays, or vacation time to which the employee may be entitled.
  
- e. Verification of absence from duty due to illness or injury shall be provided to the District by all members of this bargaining unit in accordance with the following rules and regulations:
  - (1) Verification of absence due to illness or injury for a period not exceeding five (5) consecutive work days shall be provided by the employee by means of a written statement verifying such absence. Such a statement shall be submitted to the immediate supervisor of the employee.
  - (2) Verification of absence due to illness or injury for a consecutive period of more than five (5) work days, but less than eleven (11) workdays, may be provided at District option, either by means of a written statement from the attending doctor or physician, or by a school physician appointed by the District; the latter option shall be at District expense.
  - (3) Verification of absence due to illness or injury for a consecutive period of more than ten (10) but less than thirty (30) workdays shall be

provided by means of a written statement from the attending doctor or physician.

- (4) Verification of absence due to illness or injury for a period of one (1) calendar month or more shall be provided by means of a doctor's written statement. Such statement shall be filed with the Superintendent or designee within fifteen (15) calendar days following each calendar month of such absence.
  - (5) Should any absence under a, b, or c above be in excess of ten (10) consecutive workdays, or if the employee's work record reflects a history of more brief but repeated absences due to illness or injury, the employee shall at the request of the Superintendent or designee, consult with and/or be examined by a school physician at the District's expense.
  - (6) When the District has been informed in writing by a physician attending a unit member that the unit member is no longer ill and is able to return to work, but the District determines that further medical examination is necessary, the unit member shall not be penalized by any loss of sick leave or salary while awaiting the results of such examination unless the outcome of the examination by the school physician verifies that illness or injury exists.
  - (7) These rules and regulations shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination and nothing in this section shall be deemed to modify or repeal any division of law set forth in California Health and Safety Code Article 3, Chapter 6, Division 3.
- f. All accumulated unused sick leave earned under prior Agreements, or past District policy, shall be retained by unit members. Future sick leave earned pursuant to Sections 13.1.15.1(a), 13.1.15.1(g), and 13.1.15.1(h) shall be utilized only in the program in which it is earned.



- g. Sick leave shall be accumulative for summer school service at the same basic rate as it is accumulative for services during the fall and spring semesters of the school year:

<u>Days of Summer School Services</u>	<u>Sick Leave Earned</u>
20 (full-time service)	1.00 days
30 (full-time service)	1.50 days
20 (half-time service)	0.50 days
30 (half-time service)	0.75 days

- h. Sick leave shall be accumulative for adult school services at the basic rate of one (1) hour of earned sick leave for each eighteen (18) hours of adult school services rendered. Absences from required adult school employment obligations due to illness or injury shall be deducted on an hourly basis. If an employee is absent for a four (4) hour period, four (4) hours of sick leave shall be deducted.

- i. For absences due to personal illness or injury during the fall and spring semesters of the school year, and during summer school employment, sick leave shall be utilized as follows:

**Secondary**

<u>Length of Absence</u>	<u>Sick Leave Deduction</u>
3 periods or fewer	0.5 day
More than 3 periods	1.0 day

**Elementary**

Based on past practice, and dependent upon site and schedule, absences requiring a full day substitute shall have one (1) full day of sick leave deducted. Absences requiring a one-half (1/2) day substitute shall have one-half (1/2) day of sick leave deducted. A half (1/2) day assignment at an elementary school will be defined as 8:00 a.m. to 11:30 a.m. for the morning and 11:30 a.m. to 3:00 p.m. for the afternoon. If a sub is required to stay for more than three (3) and a half hours, then a full day of sick leave will be deducted.

**Around the Bell**

Based on past practice, sick leave shall be deducted in one-half (1/2) hour increments for absences.

13.1.16 Catastrophic Sick Leave Bank

Bargaining unit members may apply for and receive catastrophic sick leave pursuant to the following provisions:

- 13.1.16.1 The unit member, or a unit member's immediate family member, for whom he/she must care shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her district duties.
- 13.1.16.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all personal sick leave, extended sick leave, industrial illness and accident leave, and/or any other paid time.
- 13.1.16.3 The use of the catastrophic sick leave bank shall only be available to those bargaining unit members who have deposited at least one (1) day to the bank.
- 13.1.16.4 Unit members whose absence is a result of a worker's compensation injury/illness are ineligible for the benefits of this section.
- 13.1.16.5 A joint Association-District committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District must determine and certify that the unit member is eligible for catastrophic sick leave because he/she is unable to work due to the severity of that personal or family catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.
- 13.1.16.6 Catastrophic sick leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the leave.
- 13.1.16.7 Unit members may deposit sick leave in full day increments according to the following regulations:
  - (a) a unit member with accumulated sick leave of between five (5) and 15 days may donate one (1) day.

- (b) a unit member with an accumulated sick leave of between 16 and 25 days may donate up to two (2) days.
  - (c) a unit member with an accumulated sick leave of 26 days or more may donate up to 10% of his/her sick leave.
- 13.1.16.8 Deposits of sick leave into the catastrophic sick leave bank are irrevocable and such deposits shall be coordinated by the Joint Committee provided for in 13.1.16.5 above during the last two (2) weeks of October of each year. The Joint Committee may request deposits of sick leave into the catastrophic sick leave bank at other times during the year should the total number of sick days in the catastrophic sick leave bank fall below 50.
- 13.1.16.9 Unit members wishing to use this catastrophic sick leave bank must submit a letter to Personnel Services stating the nature of the catastrophic event and the number of days being requested. A copy of the attending physician's certification of the incapacitating illness or injury must be attached.
- 13.1.16.10 Catastrophic sick leave shall begin upon the exhaustion of the statutory period of extended sick leave benefits and shall continue the 50% salary payment and the District fringe benefit contribution that the unit member received during the said period.
- 13.1.16.11 Any unit member who receives paid catastrophic sick leave shall first use any leave credits that he or she continues to accrue every month prior to receiving paid catastrophic sick leave.
- 13.1.16.12 The receipt of a donated sick leave credit through catastrophic sick leave as defined herein, when combined with other District income, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
- 13.1.16.13 If the Board of Education subsequently adopts a catastrophic sick leave policy for non-represented employees of the District, and if the terms and conditions of said policy are parallel to this section, unit members shall be allowed to donate to, or receive from, said non-represented employees the catastrophic leave credits described herein.
- 13.1.16.14 This catastrophic sick leave section shall not be subject to the provisions of Article 6: Grievance Procedure of this Agreement.

13.1.16.15 Upon request from the Association, the District shall in writing inform the Association of the number of days in the catastrophic sick leave bank.

13.1.17.1 Paid Parental (Child Bonding Leave)

13.1.17.1 Effective January 1, 2017, as provided by the Education Code Section 444977.5, unit members shall be entitled to parental Leave as set forth in this section.

13.1.17.2 For the purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. Parental leave does not include leave taken for the unit member’s disability due to pregnancy, childbirth or related medical conditions.

13.1.17.3 Unit members shall use current and accumulated sick leave for parental leave, for up to twelve (12) work weeks.

13.1.17.4 When a unit member with at least one calendar year of District employment has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave pursuant to the California Family Rights Act (CFRA: Government Code section 12945.2) he or she shall be entitled to fifty percent (50%) pay for any remaining portion the 12-week work period. Such 50% shall not count against the leave entitlement set forth in Section 13.1.15.1.d. In order to use 50% pay for the parental/child bonding leave, the unit member, must be eligible for leave under the California Family Rights Act, except that he/she is not required to have work 1,250 hours in the twelve (12) months immediately preceding the leave.

13.1.17.5 Except for extenuating circumstance, the unit members Give the District at least 10 workdays advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.

13.1.17.6 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least two weeks’ duration; however the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

13.1.17.7 Parental leave under this section runs concurrently with parental

(child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave per member may Not exceed 12 work weeks in any 12-month period.

13.1.18.1 Floating Holidays

Each member shall be entitled to two (2) days int total of paid leave annually for the purpose of observing cultural or religious holidays. In the members does not use their Floating holidays in a given school-year, the unused holidays will not carry over to the following year. The leave shall be used at the member’s discretion, however, this leave shall not be used to extend breaks, vacations or holidays that are already observed on the instructional calendar. Members shall give their administration at least five (5) days notice prior to taking this leave.

13.2 GENERAL PROVISIONS - UNPAID LEAVES OF ABSENCE

13.2.1 This section contains the unpaid leaves available to members of the bargaining unit. Notwithstanding any other provision of this Agreement, the leave provisions referred to below shall be subject to the requirement that the request for leave must be submitted in writing to the Human Resources Department before February 1 of the school year prior to the school year for which leave is sought, unless leave is sought for the second semester only, in which case the request must be submitted by the prior October 15.

- 13.2.8 Child Care Leave
- 13.2.9 Fulbright Exchange Leave
- 13.2.10 General Purpose Leave
- 13.2.11 Health Leave
- 13.2.12 Home Responsibility Leave
- 13.2.13 Teaching in a Foreign Country Leave
- 13.2.14 Family Care and Medical Leave

The following requests for unpaid leaves, if made pursuant to the deadlines above, shall be granted in accordance with the provisions of each leave's respective Article:

- 13.2.8 Child Care Leave
- 13.2.12 Home Responsibility Leave
- 13.2.14 Family Care and Medical Leave

- 13.2.2 The Superintendent or designee will consider and may grant late requests under unusual and/or extraordinary circumstances.
- 13.2.3 It is agreed and understood that unit members on non-paid leave status may continue to participate in any of the health and welfare benefit plans available to them through the District by making prompt payments for said benefits to the District for transmittal to the benefits carriers, but only to the extent that the benefits carriers for the District approve and permit such participation by non-paid leave status employees of this District.
- 13.2.4 Notwithstanding any other provision of this Agreement, the leave provisions referred to in Section 13.2.1 shall be subject to the requirement that an employee on leave shall notify the Superintendent or designee in writing of the employee's intention to return to duty with the District not later than February 1 or October 15 prior to the beginning of the semester in which the employee intends to return to duty with the District. If a notice of intention to return is not received by February 1 or October 15, the District shall send a letter, by certified mail, requesting a written response from the employee. If the employee does not respond within thirty (30) calendar days following the mailing of the District's certified letter, such lack of response shall be considered to be a voluntary resignation effective at the expiration of the leave.
- 13.2.5 Notwithstanding any other provisions of this Agreement, an employee granted leave under any of the following leave provisions listed in 13.2.3, if the length of the authorized leave is one semester or less, shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. If the authorized leave is in excess of one semester, the employee shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. "Comparable" means a position that has the same or similar duties and pay which can be performed at the same educational level as the position held prior to the leave and subject to availability of the position. "Comparable" does not mean that the unit member will be assigned to exactly the same elementary grade level.
- 13.2.6 For the purposes of Section 13.2, the Around the Bell equivalent to one semester is the calculation of one half the days contracted with the State Department of Education, Child Development Division.
- 13.2.7 Business Leave
- 13.2.7.1 A unit member who requests business leave for a period exceeding one (1) hour, but not exceeding one-half (1/2) workday, may do so after receiving prior approval from the immediate supervisor. A request for personal business leave shall be submitted to the immediate supervisor in writing, and in advance of the time requested.

- 13.2.7.2 For business leaves exceeding one (1) hour, but not exceeding one-half (1/2) workday, a deduction of one-half (1/2) day's salary shall be made.
- 13.2.7.3 A unit member requesting one (1) or more full days of business leave shall submit such request in advance, in writing, to the Superintendent or designee.
- 13.2.7.4 For business leaves of one (1) or more full days, a full day's salary deduction shall be made for each such workday.

13.2.8 Child Care Leave

- 13.2.8.1 Subject to submission of a valid request from the employee justifying official release by the Board of Education from concurrent employment responsibilities, the Board of Education shall grant a childcare leave to a unit member who is a natural or adopting parent. The purpose of this leave is to prepare for the birth of a child or infant care. The child care leave is limited to a period of three (3) consecutive years commencing with the birth or adoption of the first child qualifying the employee for the leave and two (2) consecutive years commencing with the birth or adoption of a subsequent child. Childcare leave is limited to five years per employee.
- 13.2.8.2 After exhaustion of the child care leave, should unusual circumstances exist, the unit member may request consideration of another appropriate leave from the Superintendent or designee.
- 13.2.8.3 Such leave of absence shall be leave without pay.

13.2.9 Fulbright Exchange Teachers

- 13.2.9.1 A leave of absence as a Fulbright exchange teacher may be granted for a period of one (1) year in length to any teacher who has attained permanent status. The unit member may request one (1) additional year's leave of absence from the Superintendent or designee.
- 13.2.9.2 As soon as the applicant has been notified of the action taken by the Board of Foreign Scholarships, the applicant shall notify the Office of the Superintendent or designee in writing.  
  
If the application for exchange teaching has been accepted, a letter to the Superintendent or designee shall state the type of position and the name of the country in which the applicant will teach.

- 13.2.9.3 The exchange, either an inter-way exchange or a one-way exchange shall be made in accordance with the provisions of the Fulbright Act.
- 13.2.9.4 If the interchange position is in a country in which the provisions of the Fulbright Act provide for payment of the salary by the local district, the teacher shall receive the same salary that would have been received when not on leave.
- 13.2.9.5 Progress on the salary schedule shall not be interrupted for time spent on leave as a Fulbright exchange teacher.
- 13.2.9.6 To be eligible for consideration of additional unpaid leaves beyond this, the unit member must return to service in the District for one (1) full contract year.

13.2.10 General Purpose Leave

- 13.2.10.1 A leave of absence may be granted to permanent employees for one (1) semester or one (1) year for reasons other than those stated elsewhere in Article 13.
- 13.2.10.2 At the sole discretion of the District such leave may be extended.
- 13.2.10.3 To be eligible for consideration of additional unpaid leaves beyond this, the unit member must return to service in the District for one (1) full contract year.
- 13.2.10.4 A general purpose leave shall constitute an interruption in service. The year spent in general purpose leave status shall not be credited towards salary advancement, longevity, or vacation.
- 13.2.10.5 There shall be no financial reimbursement of the employee by the District for any purpose during the period of a general purpose leave. This does not preclude the individual's returning to work as a day-to-day or long-term substitute.

13.2.11 Health Leave

- 13.2.11.1 A health leave without pay may be granted for an unlimited period in instances where an employee is physically unable to work. A substantiating statement from a licensed physician must accompany the request. When reasonably deemed necessary, the District may require verification of the extent of illness by means of a physical examination of the employee by a physician who is a specialist in the particular field of medicine appointed by and paid by the District. If opinions differ, the employee may obtain a third opinion to be paid for by the



employee.

13.2.11.2 This regulation, which requires and prescribes the manner of proof of illness or injury, shall not discriminate against evidence of treatment and the need, therefore, by the practice of the religion of any well-recognized church or denomination.

13.2.11.3 When an employee seeks to return to work or is scheduled to return to work, the District may require that the employee submits to a physical examination conducted by a physician chosen and paid for by the District. If the physician finds that the employee is not able to perform all assigned duties, the District may delay the employee's return to paid status.

13.2.11.4 Such leave of absence shall be leave without pay.

13.2.12 Home Responsibility Leave

13.2.12.1 All bargaining unit members, except temporary and long-term substitute employees, shall be entitled to a home responsibility leave in accordance with the following provisions:

- a. A home responsibility leave of absence shall be limited to two (2) years for an employee to attend to circumstances arising from the prolonged illness of a family member(s) or for other reasons requiring the presence of the employee at home and justifying official release by the Board of Education from concurrent employment responsibilities.
- b. A home responsibility leave for the purpose of child care shall not be used to extend a child care leave taken pursuant to section 13.2.8.
- c. At the sole discretion of the District such leave may be extended.
- d. Such leave of absence shall be a leave without pay.

13.2.13 Teaching in a Foreign Country

13.2.13.1 An unpaid leave of absence for teaching in a foreign country may be granted for one (1) year to any teacher who has attained permanent status. The unit member may request one (1) additional year's leave of absence from the Superintendent or designee.

13.2.13.2 To be eligible for consideration of additional unpaid leaves

beyond this, the unit member must return to service in the District for one full contract year.

13.2.13.3 Progress on the salary schedule shall not be interrupted for authorized time spent on this leave.

13.2.13.4 Prior to accepting the position, a request for approval must have been submitted to and approved by the Board of Education. Such request shall state the type of position and length of service for which the teacher will be employed. It should be accompanied by a letter from the principal or official in charge, stating that the teacher has been offered a position.

#### 13.2.14 Family Care and Medical Leave

13.2.14.1 It is the intent of this provision to be consistent with the federal Family and Medical Leave Act (FMLA; 29 U.S.C. § 2601, et seq.) and the California Family Rights Act (CFRA); Government Code section 12945.2), and it shall be interpreted so that there will be no violation of those laws.

13.2.14.2 An eligible unit member shall be entitled to twelve (12) work weeks of unpaid leave in a fiscal year (July 1 through June 30, inclusive) for a qualifying reason. Where the leave is to care for an injured servicemember, the employee is entitled to twenty-six (26) workweeks in a twelve (12) month period commencing on the first date of absence for that reason.

13.2.14.3 A unit member is eligible for leave under this Section if he or she has been employed by the District for at least twelve (12) months, which need not be consecutive, and has worked at least 1,250 hours in the twelve (12) months immediately prior to commencement of the leave. A full-time teacher is presumed to work 1,250 hours.

13.2.14.4 Leave may be taken under this section for the following qualifying reasons:

- a. For the birth and care of a child of the employee, or for the placement and care of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, within twelve (12) months of the birth or placement;
- b. To care for the employee's parent, spouse, registered domestic partner (CFRA leave only), or child with a serious health condition;
- c. For the employee's own serious health condition;

- d. To care for a parent, spouse, child, or next of kin who is a covered servicemember or veteran suffering from a serious injury or illness sustained in the line of duty on active duty (FMLA and possibly CFRA); or
- e. For a qualifying exigency arising out of the fact that a parent, spouse, or child is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).

13.2.14.5 While on family care and medical leave, an employee shall be entitled to continue health and welfare benefits under the same terms and conditions as if he or she was working. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.

13.2.14.6 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) calendar days advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

13.2.14.7 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse, registered domestic partner, or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition.

For a leave based upon caring for a child, spouse, registered domestic partner, or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or

supervision of the individual requiring care.

For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for initial certification.

13.2.14.8 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child, or parent, obtain the opinion of another health care provider, designated or approved jointly by the District and the employee. The opinion of the mutually agreed upon health care provider shall be considered to be final and shall be binding on the District and the employee.

13.1.14.9 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.

13.2.14.10 For purposes of this provision and consistent with current law, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child. For the military caregiver and qualifying exigency reasons only, the child may be an adult and need not be dependent.

For purposes of this provision and consistent with current law, "covered servicemember" or "veteran" shall be as defined in the FMLA.

For purposes of this provision and consistent with current law, "next of kin" shall be as defined in the FMLA.

For purposes of this provision and consistent with current law, the term "parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian, or another person who stood in loco parentis to the employee when the employee was a child.

For purposes of this provision and consistent with current law, the term “qualifying exigency” shall be as defined in the FMLA.

For purposes of this provision and consistent with current law, the term “registered domestic partner” shall be as defined in California Family Code section 297.

For purposes of this provision and consistent with current law, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- (a) Inpatient care in a hospital, hospice, or residential health care facility; or
- (b) Continuing treatment or continuing supervision by a health care provider. For purposes of this provision and consistent with current law, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.

13.2.14.11 The right to family care and medical leave shall be in addition to any other leave to which employees are entitled. Upon written request, an employee taking a leave shall be entitled to substitute any of the employee's accrued sick leave or any other accrued paid leave during this period.

13.2.14.12 During any period an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for health and welfare benefits pursuant to Article 8. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

- (a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
- (b) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

13.2.14.13 Upon the termination of the leave, an employee shall have a right to reinstatement in the same or comparable position s/he

occupied prior to the leave. For the purposes of this section, the same or comparable position means a position that has the same or similar duties and pay which can be performed at the same or similar educational level as the position held prior to the leave and subject to the availability of the position. The District may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: the employee is a salaried employee who is among the highest paid 10 percent of the District's employees; the refusal is necessary to prevent substantial and grievous economic injury to the operations of the District; and the District notifies the employee of the intent to refuse reinstatement at the time the District determines the refusal is necessary.

13.2.14.14 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

### 13.3 MEMBER TO MEMBER SICK DAY DONATION

This is a mechanism for eligible sick leave credit to be transferred from one or more certificated employees and donated to another certificated employee under the following criteria:

13.3.1 A certificated employee shall be eligible for donations of sick leave pursuant to the following provisions in Article 13.1.16.1:

“The unit member or unit member’s immediate family member, for whom he/she must care shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her duties.”

13.3.2 The unit member has exhausted or will foreseeably exhaust all earned sick leave days.

13.3.3 A certificated employee who meets the above criteria shall be eligible to receive up to 10 donated sick days per school year.

13.3.4 Exceptions to the 10-day limit on donated sick days per year shall be made through the joint Burbank Teachers Association and Burbank Unified School District Catastrophic Bank Committee. This committee determines eligibility for catastrophic leave as stated in Article 13.1.16.5.

13.3.5 To apply for the exemption, an employee shall submit an Exemption to the 10-day Donation Limit form to Human Resources.

- 13.3.6 A permanent certificated employee is eligible to donate to an employee who has met the criteria stated in Article 13.1.16.1 under the following conditions:
- 13.3.6.1 The certificated employee must be a permanent employee.
  - 13.3.6.2 Donated sick days must be taken from the accrued sick leave balances of the employee.
  - 13.3.6.3 A certificated employee has accumulated at least 10 sick days in his/her accrued sick leave balance.
  - 13.3.6.4 Transfers of sick days are irrevocable. If donated sick days remain at the end of the employee's, or immediate family member's, illness, they shall remain the sole use of the recipient.
  - 13.3.6.5 A permanent certificated employee who has at least 10 sick days may donate 1 day.
  - 13.3.6.6 A permanent certificated employee who has at least 20 sick days may donate 2 days.
  - 13.3.6.7 Sick days shall be contributed in a full day increment.
  - 13.3.6.8 For the purpose of recording, each certificated employee who donates a sick day will be charged in the same manner and guidelines as though they were donating through the catastrophic leave bank process. However, this is a different donation, and employees are not entitled to catastrophic leave unless they had made a previous donation and are eligible to draw from the catastrophic leave per Article 13.1.16.3.
- 13.3.7 A certificated employee who is eligible to receive donated sick days shall file a Request for Donations form with Human Resources. Upon receipt of the request, the Association will be notified, and the District and Association will notify school sites of the need for donations for the eligible employee. Confidential medical information will not be disclosed in the notification.
- 13.3.8 Once notification to sites has been made, an eligible certificated employee must fill out the Sick Day Leave Donation form and will have 10 school days to submit it to Human Resources. Donation forms must be received by Human Resources no later than 5 PM on the date of closing.
- 13.3.9 Human Resources will forward a copy of the request to Payroll to verify the employee's sick leave balance and eligibility. Donated sick days will be time stamped under the donor's name. Donations will be deducted in the order in which they are received in the Human Resource Office.

## ARTICLE 14: TRANSFER AND REASSIGNMENT

### 14.1 DEFINITIONS

- 14.1.1        Vacancy: An open position.
- 14.1.2        Transfer: A relocation of a probationary or permanent unit member from one work location to another work location.
- 14.1.2.1        Voluntary transfers are initiated at the request of a unit member.
- 14.1.2.2        Involuntary transfers are initiated by the District.
- 14.1.3        Reassignment: A relocation of a probationary or permanent unit member within the same school including: (a) a change in classroom location; (b) at the elementary level, any change in grade assignment; or (c) at the secondary level, a change that requires one or more periods in an assignment not included in the previous semester's assignment.
- 14.1.3.1        Voluntary reassignments are initiated at the request of a unit member to meet a District need.
- 14.1.3.2        Involuntary reassignments are initiated by the District.
- 14.1.4        Seniority: Length of District service as determined by the date and time that a unit member signs the District's offer of employment. Seniority for Around the Bell unit members shall be determined on a case-by-case basis among the District, the Association, and the affected employees.
- 14.1.5        Exchange Days: Instruction-free hours or days during the school year which may be exchanged for an equivalent number of hours or days worked outside the school year for the purpose of classroom location changes.
- 14.1.5.1        Unit members eligible for exchange days shall make an irrevocable selection from among the following options for each exchange day:
- a)        Credit exchange days toward accrued sick leave. These additional sick leave days shall be treated as all other sick leave days, including availability to be used as personal necessity leave.
- b)        Receive pay at the "other hourly" rate of pay as per Exhibit F.



- c) Schedule the exchange day(s) anytime during the school year the day was earned or the next school year. In order to minimize the impact on their fellow teachers, bargaining unit members are encouraged to schedule exchange days only on Tuesdays, Wednesdays, and Thursdays, and are encouraged to schedule no more than five (5) consecutive exchange days at any one time.

14.1.5.2 The selection by the bargaining unit member shall be made within 30 work days of earning the exchange days.

14.1.5.3 In anticipation of exchange days to be earned, a bargaining unit member shall have the right to use in advance no more exchange days than will be earned for one (1) reassignment or transfer.

## 14.2 VACANCIES

14.2.1 Notice of vacancies for the ensuing school year shall be posted as they occur during the spring semester and summer recess at the District office, at each open school site, and mailed to the Burbank Teachers Association office and unit members who have an applicable transfer request on file.

14.2.2 Notice of vacancies shall contain the following information: name and/or description of position, duration, location, credential, major and/or minor required, and other special requirements or special considerations. The closing date shall not be less than five (5) workdays following the posting.

14.2.3 Vacancies occurring during the school year shall be filled by considering all transfer requests and applications on file or with a long-term substitute. In the event the District fills the position with a long-term substitute, it shall post the vacancy for outside applicants or consider transfer requests not previously on file.

14.2.4 An interview committee from the prospective work location, or its designee(s), will interview those unit members and outside applicants requesting to fill a vacancy. Subject to availability, such interview committee shall include unit member(s) from the site in appropriate subject matter or grade level. The selection of unit members for the interview team shall be made by the principal or designee on a fair and equitable basis.

14.2.4.1 Unit members who have a transfer request on file, and who have an appropriate credential or qualifications to obtain the appropriate credential, shall have the right to be interviewed in accordance with Article 14.2.4. Unit members who have

interviewed at a specific site within the last nine (9) months shall be interviewed at that site at the discretion of the site principal.

### 14.3 TRANSFERS

#### 14.3.1 Voluntary Transfers

- 14.3.1.1 Permanent and probationary employees who desire a transfer shall file a "Request for Transfer Form" with the Personnel Department. Unit members requesting transfers shall be considered for vacancies as positions are declared open.
- 14.3.1.2 All transfer requests shall remain on file for consideration until October 31 of each year.
- 14.3.1.3 The filing of a request for transfer is without prejudice and shall not jeopardize the unit member's present assignment.
- 14.3.1.4 A unit member's acceptance of a voluntary transfer is final and the unit member shall not be eligible for another voluntary transfer for the remainder of that school year.
- 14.3.1.5 The criteria for selecting unit members for transfers are credential(s) held, major/minor field of study, teaching experience, interview, professional improvement/renewal, prior evaluations, co/extracurricular assignments, and special requirements of the vacancy. Where the necessary qualifications of the applicants involved are relatively equal, seniority shall be the determining factor.
- 14.3.1.6 A transfer cannot be denied for arbitrary and/or capricious reasons. The unit member, upon request, shall be provided with the specific reasons in writing for the denial.
- 14.3.1.7 For transfers that occur during the school year, unit members shall receive no fewer than two (2) instruction-free days prior to beginning the new assignment.
- 14.3.1.8 For transfers that occur prior to the beginning of the new school year, unit members are eligible to receive two (2) exchange days.
- 14.3.1.9 The District shall offer to assist the unit member in moving equipment and/or materials.

14.3.2 Involuntary Transfers

14.3.2.1 The District shall not involuntarily transfer a unit member for arbitrary and/or capricious reasons.

14.3.2.2 When a reduction in the number of employees at a school site is necessary, volunteers shall first be given an opportunity to be considered for transfer to known vacant positions under the following provisions:

a) If two or more-unit members volunteer to transfer, the criteria for selecting the transferee are credential(s) held, major/minor field of study, teaching experience, professional improvement/renewal, prior evaluations, co/extracurricular assignments, and special requirements of the vacancy. Where the necessary qualifications of the applicants involved are relatively equal, seniority shall be the determining factor.

1. When seniority is the determining factor between two or more volunteers, the principal shall meet with the person(s) (individually) with the most seniority and give them the option of transferring.

b) If no volunteers are forthcoming, the unit member with the least seniority, based on program needs and credentials, shall be involuntarily transferred.

14.3.2.2.1 A unit member involuntarily transferred as a result of staff reductions shall have the right to return to his/her initial school site if: 1) during that school year or by the end of the second week of the next school year a vacancy occurs at that site; and 2) the vacant position is one for which the unit member is qualified by way of credential.

14.3.2.2.2 No unit member shall be involuntarily transferred, due to enrollment changes more than once within two consecutive school years.

14.3.2.3 The principal shall confer with the unit member well in advance (thirty (30) work days when possible) of the time a transfer is recommended. Reasons for the impending transfer shall be provided, in writing, to the unit member.

- 14.3.2.4 If selected for an involuntary transfer for the next school year, the unit member shall be given the opportunity to indicate a preference for a placement where a vacancy exists. The unit member is permitted to decline an assignment and defer being assigned to another school, in order to seek other positions which may open up during the summer. Any assignment so declined may not be reserved for the unit member, and, if the unit member has not accepted a position by August 15, he or she shall be subject to assignment at the discretion of the District. Once the assignment is made, the unit member shall not be eligible to request a change in that assignment for the remainder of the school year.
- 14.3.2.5 During the first semester of an involuntary transfer at the secondary level, the District will attempt to avoid assigning the teacher to a position that involves more than three (3) different preparations.
- 14.3.2.6 Unit members who are involuntarily transferred during the school year shall have no fewer than two (2) instruction-free days prior to beginning the new assignment.
- 14.3.2.7 Unit members involuntarily transferred prior to the beginning of the new school year are eligible to receive two (2) exchange days.
- 14.3.2.8 The District shall offer to assist the unit member in moving equipment and/or materials.
- 14.3.2.9 If the unit member and the District agree it is necessary, the District will provide in-service training prior to or following the teacher's transfer. If a college or university course is deemed by the unit member and the District to be helpful in the new position, the tuition will be paid by the District.
- 14.3.2.10 A unit member being involuntarily transferred shall be given priority in placement over any voluntary transfer requests and outside applicants provided the unit member holds the appropriate credential.

#### 14.4 REASSIGNMENTS

##### 14.4.1 Voluntary Reassignments

- 14.4.1.1 Unit members shall have the opportunity to apply for reassignment for the next semester or school year. Requests for reassignment shall be honored when the proposed change

offers advantages to the students, the school, and the unit members concerned. On-site unit members shall be given first consideration for filling teaching vacancies in accordance with criteria established in 14.3.2.2.

14.4.1.2 For reassignments that occur during the school year, the District shall provide whatever released time (if any) is considered reasonable and necessary for the purpose of preparation. In no case shall such released time, which involves a classroom location change, be less than two (2) school days.

14.4.1.3 Unit members reassigned to a different classroom location prior to the beginning of the new school year are eligible to receive two (2) exchange days.

14.4.1.4 A reassignment request cannot be denied for arbitrary and/or capricious reasons.

14.4.1.5 The District shall offer to assist the unit member in moving equipment and/or materials.

#### 14.4.2 Involuntary Reassignments

14.4.2.1 The District shall not involuntarily reassign a unit member for arbitrary and/or capricious reasons.

14.4.2.2 The District may seek volunteers from within the site prior to making an involuntary reassignment. If two or more unit members volunteer to be reassigned, refer to the selection criteria established in 14.3.2.2(a). If possible, no unit member shall be involuntarily reassigned, due to enrollment changes, more than once within two consecutive school years.

14.4.2.3 A conference shall be held with the unit member outlining the specific reasons for the reassignment and, upon request, rationale in writing shall be provided to the unit member.

14.4.2.4 For involuntary reassignments which occur during the school year, the District shall provide whatever released time (if any) is considered reasonable and necessary for the purpose of preparation. In no case shall such released time, which involves a classroom location change, be less than two school days.

14.4.2.5 Unit members involuntarily reassigned to a different classroom location prior to the beginning of the new school year are eligible to receive:

- a) At the elementary level: two (2) exchange days. However, if a classroom location change is a result of construction, unit members are eligible to receive three (3) exchange days.
- b) At the secondary level: two (2) exchange days. However, if a classroom location change is a result of construction, and a unit member is full time in one classroom, the unit member is eligible to receive three (3) exchange days.

14.4.2.6 The District shall offer to assist the unit member in moving equipment and/or materials.

## ARTICLE 15: SAFETY

- 15.1 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.
- 15.2 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.
- 15.2.1 Protocol for Personal Threats Toward Burbank USD Employees
- Workplace violence and physical or electronic threats of violence by employees, students, 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.
- 15.3 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.
- 15.4 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.

15.5 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 general information to the staff and the Association in a timely manner.

#### 15.6 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.

15.6.1 Such student conduct must be either repeated or so serious that there are no reasonable lesser disciplinary and control options available;

15.6.2 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.

15.6.3 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.

15.6.4 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.

15.7 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.

##### 15.7.1 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.

- 15.8 Employees shall comply with the District's reasonable rules, regulations, and directives designed to provide a safe and healthy work place.

#### 15.9 EMPLOYEE IDENTIFICATION AND VISITORS ON CAMPUS

- 15.9.1 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.

- 15.9.2 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.

## 15.10 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.

- 15.10.1 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.
- 15.10.2 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.
- 15.10.3 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.
- 15.10.4 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.
- 15.10.5 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.

15.11 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.

15.12 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.

#### 15.13 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.

## **ARTICLE 16: PROFESSIONAL ADVANCEMENT COMMITTEE**

- 16.1 The Professional Advancement Committee has as its principal responsibility the consideration of matters affecting desirable professional standards in the teaching force in the Burbank schools, providing encouragement and recognition of professional growth. The recommendations of this committee shall be forwarded to the Superintendent or designee for consideration. Recommendations of the committee shall be subject to the approval of the Board of Education when required or requested by the Superintendent.
- 16.2 Specifically, the responsibilities of the committee are:
  - 16.2.1 The evaluation of college and university work applicable for salary advancement.
  - 16.2.2 The review of and recommendations for applications for sabbatical leave and the submission of recommendations to the Superintendent regarding such applications.
  - 16.2.3 The evaluation of proposed changes in the policies, rules, and regulations implementing the certificated salary schedule.
  - 16.2.4 To encourage appropriate in-service training programs to foster professional growth in all areas of education.
  - 16.2.5 To meet from time to time and advise the Superintendent or designee regarding all matters within its province. The Superintendent or designee will look to the committee for advice and recommendations, and a major function of the committee shall be to continually confer with, inform, and advise the Superintendent or designee regarding all matters within the committee's province, the attitude, and reactions of teachers to requirements for professional advancement and the concerns of teachers and certificated personnel relating to matters affecting professional standards in the teaching force of the Burbank schools.
- 16.3 The membership of the Professional Advancement Committee shall consist of six voting members serving three-year terms, and shall be comprised of two elementary teachers, two secondary teachers, and two administrators; one of whom shall be a building-level administrator. In October of each succeeding school year, two retiring committee members shall be replaced. Effective July 1, 2001, the Association shall appoint the bargaining unit members of the Committee.
- 16.4 The Superintendent shall attend all committee meetings, or be represented by a delegated representative.
- 16.5 The Professional Advancement Committee shall annually elect a chairperson from among its voting members.

- 16.6 The committee shall meet at least five (5) times during each school year and shall meet more often upon the call of the committee chairman, a majority of its members, or the Superintendent or designee. At least three (3) members of the committee must be present to constitute a quorum and the number of teachers present must exceed the number of administrators present by at least one (1). Minutes shall be kept to provide a permanent record and these minutes shall be made available upon request of the certificated personnel of the District. A technician from the Department of Personnel Services shall be assigned to assist the committee and shall supervise the employee records which shall be kept in the Personnel Department.
- 16.7 In the event that there is any conflict between the recommendations of the Professional Advancement Committee and the rights and benefits of unit members as set forth elsewhere in the Agreement, the provisions of the Agreement shall prevail.
- 16.8 APPEAL PROCESS
- 16.8.1 An applicant may appeal the decision of the Professional Advancement Committee relative to Articles 16.2.1 or 16.2.2 of this agreement. A written request for appeal must be made by the applicant to the Committee within ten (10) days after receipt of the Committee's decision.
- 16.8.2 An appeal of the decision of the Professional Advancement Committee must be made by addressing the Committee in person at the next regularly scheduled meeting of the Committee in an attempt to resolve the disagreement. The Committee shall, within ten (10) days of the meeting, render a decision. A copy of the decision shall be sent to the applicant.
- 16.8.3 The decision of the Committee shall be the final determination.

## **ARTICLE 17: PERSONNEL FILES**

- 17.1 Materials in the personnel files of employees which may serve as a basis for affecting their employment status are to be made available for inspection by the employee involved.
  - 17.1.2 Personnel information stored on computers shall be kept secure and not disclosed to outside parties unless otherwise required by law.
- 17.2 The materials referred to in the foregoing statement (17.1, above) are not to include ratings, reports, or records that were obtained from employment outside the District.
- 17.3 Every employee shall have the right to inspect such materials upon request (excluding those materials excluded by the provisions contained in 17.2, above), provided that the inspection does not occur during work hours.
- 17.4 Information of a derogatory nature (except materials mentioned in 17.2, above) shall not be placed in an employee's personnel file unless and until the employee has been given ten (10) days prior written notification and an opportunity to review and comment thereon. Any employee shall have the right to enter and have attached to any such derogatory statement, the employee's comments thereon, but such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction. (Education Code section 44031)
- 17.5 The Administrator or other authorized employee responsible for placing materials in the personnel file shall sign and date said materials.
- 17.6 No documents, communications, or records shall be placed in an employee's personnel file if it is agreed by both the District and the Association that the information is false.

## **ARTICLE 18: PHYSICAL EXAMINATION**

- 18.1 Examinations for tuberculosis will be required every four (4) years for members of the bargaining unit.
- 18.2 The District shall cover the cost of the Mantoux or comparable test. However, if the unit member's physician determines that such tests are inappropriate, the District will cover the cost of an X-ray or comparable test to the extent that the cost of such alternative tests are not covered by the employee's health and welfare benefits.

## **ARTICLE 19: MILEAGE REIMBURSEMENT**

- 19.1 Unit members who are authorized by the District to use their personal automobiles in the performance of their duties, and unit members who are assigned by the District to travel regularly between schools or other work locations, shall be reimbursed at the rate established by the Internal Revenue Service (IRS) for all trips made between work locations after arrival at the first location at the beginning of the work day. If the maximum IRS rate is adjusted upward during the term of this Agreement, such a new rate shall become effective annually on January 1st following the final determination by the IRS.
- 19.2 Unit members who are authorized by the District to use their personal automobiles for field trips, to conduct other business, or perform other duties for the District involving the use of personal automobiles, shall receive the mileage reimbursement as provided above.
- 19.3 Although nurses may be asked to transport students, nurses shall not be required to do so as a condition of their employment.



## **ARTICLE 20: RETIREMENT**

### **20.1 PRERETIREMENT OPTION FOR CERTIFICATED EMPLOYEES**

Certificated employees in the Burbank Unified School District, K-12, may apply for part-time employment based on Sections 44922 and 22724 of the Education Code in accordance with the following provisions:

- 20.1.1 The employee must attain age 55 before being eligible to participate in the plan.
- 20.1.2 The employee must have been employed as a full-time certificated employee for at least ten (10) years, of which the immediately preceding five (5) years were in full-time employment, all in the Burbank Unified School District.
- 20.1.3 The preretirement option must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee, except that if the employer approves entry into this plan, the initial first-year contract for participation in the plan shall provide that the employee has the option of returning to full-time service in the District at the conclusion of the first year of this program.
- 20.1.4 Employees exercising this option shall be subject to all pertinent rules and regulations of the Board of Education and provisions of the Education Code applicable to certificated employees.
- 20.1.5 The employee shall be paid a salary that is the pro rata share of the salary that would have been earned had the employee not elected to exercise the preretirement option of part-time employment but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.
- 20.1.6 The District and the employee shall make contributions to the State Teachers' Retirement system equal to the amount required of a full-time certificated employee.
- 20.1.7 For each certificated employee participating in this plan, the amount of sick leave earned will be directly proportionate to the percent of full-time employment. (Example: Fifty percent (50%) of ten (10) days or five (5) days of full-time sick leave; or ten (10) days of fifty percent (50%) sick leave.)
- 20.1.8 The employee shall receive health and welfare benefits in the same manner as a full-time employee.

- 20.1.9 The minimum part-time employment under this preretirement option shall be the equivalent of one-half (1/2) the number of days of service required by the employee's contract of employment during the final year of service in a full-time position. An employee participating in this plan may apply for:
- 20.1.9.1 A full-day assignment for one-half (1/2) of the number of workdays required in the employee's contract year and no assignment for the other one-half (1/2) of the number of workdays required in the employee's contract year.
  - 20.1.9.2 A fifty percent (50%) assignment for each semester is defined as teaching three (3) full periods per day, not including a conference period for grades 7-12; and for grades K-6, one-half of the hours of service in a work day required in the Agreement including one-half of the duty- free lunch period allowed in the Agreement.
- 20.1.10 This option is limited to certificated employees from grades K-12.
- 20.1.11 An employee may not participate in this plan beyond age seventy (70), nor for more than five (5) years, whichever comes first. Application for part-time employment under this plan is deemed to be a declaration of the employee's intention to retire at the expiration of the employee's employment under this plan.
- 20.1.12 Applications to enter this Preretirement Option shall be made by letter to Human Resources Services by April 15. Exceptions to this deadline date may be made at the discretion of the Superintendent or designee.

## 20.2 EARLY RETIREMENT PROGRAM

### 20.2.1 Description

The Early Retirement Program is an optional program whereby certificated employees may retire from the District and enter into a contract with the District for certain special assignments. Participation in the program shall be at the initiation of the employee.

### 20.2.2 Eligibility Requirements

To be eligible to apply for this program, employees must meet the following requirements:

- 20.2.2.1 Be between the ages of 55 and 60, be retired before the age of 61, and have rendered service for the Burbank Unified School District for a minimum of fifteen (15) years.

- 20.2.2.2 Must be eligible for STRS retirement and drawing STRS benefits at the time of employment in this program.
- 20.2.2.3 Have been a full-time employee of the District throughout the immediately preceding five (5) years.
- 20.2.2.4 Have filed a letter of application with Human Resources Services on or before April 15 for the following school year.

20.2.3 Terms and Conditions

- 20.2.3.1 Participation shall be for a maximum of five (5) consecutive years or to age 65, whichever occurs earlier.
- 20.2.3.2 The employee may elect to discontinue service under this program at the end of the year, but then may not re-enter the program. Additionally, the District may terminate this contract if there is a failure of the participant(s) to meet District obligations or performance standards.
- 20.2.3.3 The services required shall be for a total of twenty (20) days per year in special assignments which meet the District's needs.
- 20.2.3.4 The compensation for participants shall be at the rate of \$200 per day.
- 20.2.3.5 The District shall provide health coverage for the early retiree consistent with the provisions for retirees as per Article 8: Health and Welfare Benefits.
- 20.2.3.6 Participants shall be employees of the District and subject to appropriate state and federal taxes.
- 20.2.3.7 The early retiree's special assignment(s) shall be determined by the District on an annual basis, based upon District needs, and after consideration of the retiree's assignment preferences. Examples of such special assignments shall include but are not limited to: tutoring; grant writing; staff development; counseling; community-school projects; conducting research projects; curriculum development; and assistance to administrators.
- 20.2.3.8 Whenever possible, the particular work days shall be mutually agreed upon in advance of a school year by the parties, subject to possible later changes, again by mutual agreement.

## **ARTICLE 21: DISCIPLINE PROCEDURE**

- 21.1 This Article was entered into pursuant to Government Code Section 3543.2(b). This Article does not include the termination of any permanent teacher and does not include the implementation of Education Code Sections 44939, 44940, 44941, and 44942 and any amendments to those Sections or successor laws to those Sections.
- 21.2 An employee in the bargaining unit may be disciplined by the District for just cause. For purposes of this Article, the term "discipline" shall be limited to an involuntary transfer for disciplinary reasons or suspension without pay for up to and including five (5) days and loss of extra compensation. The provisions of this Article shall not apply to involuntary transfers that result from the implementation of Article 12 (Evaluation Procedures) and Exhibit L (The Certificated Evaluation Process for Teachers) of this Agreement. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee.
- 21.2.1 The following progressive discipline steps shall normally be utilized. However, the process may be initiated at any level if, in the opinion of the supervisor, such action is warranted based on the seriousness of the employee's misconduct.
- 21.2.1.1 Verbal warning with the option to follow up with a conference summary (may be included in Personnel file);
- 21.2.1.2 Letter of warning (may be included in Personnel file);
- 21.2.1.3 Letter of reprimand (for Personnel file).
- 21.3 Prior to the taking of discipline, the Superintendent or designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least ten (10) work days prior to the date when discipline may be imposed. In cases of serious misconduct where it is deemed appropriate to remove the employee immediately, the employee may continue to be paid the regular salary during the period of suspension if the employee furnishes to the District a suitable bond, or other security acceptable to the District, as a guarantee that the employee will repay to the District the amount of salary paid to the employee during the period of suspension in the event that this discipline is upheld pursuant to the provisions of this Article. The term serious misconduct does not include the use of reasonable physical force by a teacher against a student in self-defense, or reasonable physical force by a teacher against a student in a reasonable attempt to restrain or direct such student. The term serious misconduct does include the use of unreasonable physical force by a teacher against a student. Loss of compensation in all cases may occur after the tenth (10th) work day following the date the written notice was served.

- 21.4 Upon written request from the employee within five (5) workdays of service of the written notice herein, the Superintendent or designee shall not implement the discipline in Provision 21.2 until the final decision is rendered by an arbitrator except in cases of serious misconduct. If the District does not prevail, District will pay all arbitrator fees. If the District prevails, the District and BTA will share arbitrator fees. In cases of serious misconduct, the Superintendent or designee, at the discretion of the Superintendent or designee, may or may not implement discipline in provision 21.2; and any implementation or lack of implementation shall not prejudice or adversely affect any issue as to whether or not a proposed discipline involved serious misconduct.
- 21.5 The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:
- 21.5.1 A statement identifying the District.
  - 21.5.2 A statement in the ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
  - 21.5.3 The specific disciplinary action proposed and effective date(s).
  - 21.5.4 The cause(s) or reason(s) for the specific disciplinary action proposed.
  - 21.5.5 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
  - 21.5.6 A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) work days following the date the written notice was served. Nothing contained herein shall prohibit the introduction of evidence at any hearing which may be requested pursuant to this Article.
  - 21.5.7 A statement that the employee, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) work days following the date the written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
  - 21.5.8 A statement that any disputes arising out of this Article may be submitted to final and binding arbitration as provided in Article 6 (Grievance Procedure) of this Agreement and initiated at Step 3 of the grievance process. All proposed actions against an employee shall be stayed until the arbitrator's decision is rendered, except in cases of serious misconduct or in instances when the possible consequences of potential repetition require immediate

action, in which case the stated discipline may be imposed pending the outcome of the arbitration.

21.6 With respect to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:

21.6.1 The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) work days under Education Code Section 44948.3. Nothing in this Article shall be construed to limit such right to dismiss or suspend. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay for such probationary employees are:

21.6.1.1 Unsatisfactory performance determined pursuant to the Stull Act (Education Code Sections 44660, et seq.);

21.6.1.2 Cause, as defined in Education Code Section 44932.

21.6.2 The District Superintendent or designee shall give thirty (30) days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. Notice of suspension without pay shall be given pursuant to Section 21.5 The notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.

21.6.3 If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to submit to the Board of Education a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in Section 21.5 shall constitute the hearing on the dismissal or suspension. However, the arbitrator's decision shall constitute a recommendation to the Board of Education and shall be advisory only.

## ARTICLE 22: LAYOFFS

- 22.1 In the event the District determines that unit members shall be subject to layoff, the District shall endeavor to give notice reasonably calculated to inform the Association of this determination as soon as practicable. The District agrees to meet with the Association upon request to discuss the proposed layoff.
- 22.2 Once the determination to lay off unit members has been made by the District and the preliminary notice has been sent to the unit members pursuant to applicable Sections of the Education Code, the Association may request information legally required and incident to those unit members receiving the preliminary notice.
- 22.3 In the event that the District determines that it may need to reduce either the size of the certificated employee bargaining unit or the number of certificated employees in any District program, during the term of this Agreement, the District agrees that it will make every reasonable effort to accomplish such reduction(s) through normal attrition.
- 22.4 Notices to lay off unit members shall be given pursuant to applicable Education Code Sections.
- 22.5 Benefits for unit member(s) who are laid off:
- 22.5.1 Once a unit member's employment is terminated, the employee shall be eligible for health benefits as set forth in the Agreement through September 30 of the calendar year in which the unit member is laid off, paid by the District at the same District contribution rate in effect immediately prior to the date the unit member was laid off.
- 22.5.2 The laid-off employee(s), for a period not to exceed six (6) additional months, shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare Benefits provision of the agreement unless:
- (a) the employee fails to pay the full cost of any and all premiums through payment at least one month in advance of the month of coverage, or
  - (b) there is a break in the laid-off employee's participation in the health benefits program any time immediately prior to the layoff and for a period of three (3) months following the date of the layoff or severance from employment, or
  - (c) the laid-off employee fails to remain eligible for the health benefits, or
  - (d) the laid-off employee becomes eligible for medical benefits through another employer.

- 22.5.3 Subsequently, the laid-off employee will be entitled to any federal or state provisions for health benefits coverage in effect at the time of the qualifying event.
- 22.6 Permanent certificated employees who are laid off shall be granted all rights under Section 44956 of the Education Code.
- 22.6.1 For the period of thirty-nine (39) months from the date of layoff, any permanent employee shall have a preferred right to reemployment in the order of original employment as earlier determined in accordance with the law.
- 22.6.2 Employees who wish to take advantage of the preferred right to reemployment shall keep the Personnel Department apprised in writing of their current mailing address(es), and of any changes in their credentials.
- 22.6.3 When actual vacancies occur, the District shall notify by the order of original employment, as earlier determined, the laid-off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the District in writing of acceptance within ten (10) days of mailing by the District. Failure to do so shall mean that the employee has waived reappointment right to any vacancy stated in the notice from the District.
- 22.6.4 The right to reappointment may be waived by an employee for not more than one (1) school year, but such waiver shall not deprive the employee of the right to subsequent offers of reappointment.
- 22.6.5 As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; the employee shall retain the classification and order of employment the employee had when services were terminated; and credit for prior service under any state or District retirement system shall not be affected by such termination, but the period of the absence shall not count as a part of the service required for retirement.
- 22.6.6 During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, be offered a prior opportunity for substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that the employee's services may be terminated upon the return to duty of said another employee, that the compensation received shall not be less than the amount which would be received if the employee were being reappointed, and that said substitute service shall not affect the retention of their previous classification and rights.



- 22.6.7 Provision 22.6 shall not be interpreted to give laid-off employee additional rights beyond those required by law, or deny any rights guaranteed by law.
- 22.6.8 When seeking substitutes each day, the District agrees to call first any laid-off employees in order of original employment before calling any other substitutes. This does not include laid-off employees who indicate to the District that they do not wish to be called to work as a substitute. The District shall not be obligated to call any such substitute more than one (1) time per day, nor shall the District be obligated to explain its calling and assignment procedure to individual substitutes.
- 22.6.9 The District agrees to maintain substitute calling worksheets, showing calls made each day. These worksheets shall be available for inspection by the Association for the purposes of monitoring this provision only. Such inspection shall be made in the presence of the Superintendent or Designee and shall be scheduled by making an appointment with the Superintendent or designee.
- 22.7 Probationary certificated employees who are laid off shall be granted all rights under Section 44957 of the Education Code.
- 22.7.1 For the period of twenty-four (24) months from the date of layoff, any probationary employee shall have a preferred right to reemployment in the order of original employment as earlier determined in accordance with the law.
- 22.7.2 Employees who wish to take advantage of the preferred right to reemployment shall keep the Personnel Department apprised in writing of their current mailing address(es), and of any changes in their credentials.
- 22.7.3 When actual vacancies occur, the District shall notify by the order of original employment as earlier determined the laid-off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the District in writing of acceptance within ten (10) days of mailing by the District. Failure to do so shall mean that the employee has waived reappointment right to any vacancy stated in the notice from the District.
- 22.7.4 As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; the employee shall retain the classification and order of employment the employee had when services were terminated; and credit for prior service under any state or district retirement system shall not be affected by such termination; provided, however, that the period of the absence shall not be counted as part of the service required for attaining permanent status in the District or for retirement purposes.

- 22.7.5 During the periods of the preferred right to reappointment, any such employee shall, in the order of original employment, and subject to the rights of permanent employees as set forth in provision 22.6 above, be offered a prior opportunity for substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that employee's services may be terminated upon the return to duty of such other employee, that such substitute service shall not affect the retention of previous classification and rights, and that such an employee shall be given a priority over other employees.
- 22.7.6 Provision 22.7 shall not be interpreted to give laid-off employees additional rights beyond those required by law or deny any rights guaranteed by law.
- 22.7.7 Provision 22.6.8 also will apply under Provision 22.7.
- 22.8 The following criteria are used to determine the order of employment (layoff and reemployment) of those certificated employees who first rendered paid regular day school service to the Burbank Unified School District on the same date. The criteria are applied in order of priority, and ranking will be an accumulation of points from variables within the criterion. The total applicable points in 22.8.1 will be applied to those having the same first date of paid service in a probationary status. Therefore, when ties are broken by 22.8.1 no further criterion will be applied. However, if after applying the first criterion (22.8.1) there are still ties, then the second criterion (22.8.2) is to be applied, and if ties still result, the third criterion (22.8.3) is to be applied, etc., until all persons have a unique ranking.
- 22.8.1 Prior temporary and/or probationary and/or permanent day school certificated employment within the Burbank Unified School District

<u>Prior Employment</u>	<u>Point Value</u>
A point value of one-half (1/2) will be granted for each semester of temporary and/or probationary and/or permanent day school certificated employment within the Burbank Unified School District rendered prior to verified seniority date.	1/2

A semester of service is defined as contract service for seventy- five percent (75%) or more of the number of working days of the full assignment, including sick leave, but excluding leaves without salary. Seventy-five percent (75%) of a full year's teaching assignment is one hundred thirty-eight (138) days, based on a work year of one hundred eighty-seven (187) days.

22.8.2	Credential/Certificate	
	<u>Credential(s) Held</u>	<u>Point Value</u>
	Bilingual Cross-cultural Language and Academic Development (BCLAD)	1
	Cross-cultural Language and Academic Development (CLAD) or its equivalent (i.e. CTEL, LDS, SB1969, SB395)	1
	Specialist - Reading	1
	Specialist - Special Education, or any credential authorizing special education services or designated instructional services (speech only) in grades K-12	1
	National Board Certification	1
22.8.3	Other Employment Experience	
	Teacher on Special Assignment	1
	Curriculum Specialist	1
	Mentor/BTSA/PAR Support Provider	1
22.8.4	Degrees Earned (Accredited Institutions)	
	<u>Degree</u>	
	Doctorate Degree	2
	Master's Degree	1
22.8.5	Recognized units subsequent to Baccalaureate Degree	
	<u>Unit</u>	
	Each Semester Unit (Must be a unit acceptable on the Burbank Unified School District's salary schedule in accordance with District adopted "Rules and Regulations for Implementation of Salary Schedule for Certificated Bargaining Unit Members.")	1

22.9 Bargaining unit members who suffer a lay-off shall have the following rules and regulations apply as they relate to requests for personal necessity leave:

- 22.9.1 The provisions of this specific Section shall apply only to unit members who receive a final (May 15) layoff notice pursuant to Education Code Sections 44949 and 44955.
- 22.9.2 The provisions of this specific Amendment shall not apply to laid-off unit members when they enroll in an approved Bilingual Waiver Program, or to unit members when they are re-employed in regular status or as temporary teachers.
- 22.9.3 Unit members may utilize up to six (6) days of personal necessity leave authorized under Article 13.1.9 of the Agreement for the purposes of seeking full-time employment for the ensuing school year outside the District.
- 22.9.4 Unit members may utilize the personal necessity leave under Article 13.1.9 pursuant to the following conditions:
- (a) Such leave shall be taken only upon application to the appropriate site administrator or other immediate supervisor at least two (2) days before taking such leave.
  - (b) Payment for such absences and verification procedures shall be pursuant to Article 13.1.9.6 of the Agreement.

## **ARTICLE 23: PEER ASSISTANCE AND REVIEW**

- 23.1 The former Article 23, Implementation of the Mentor Teacher Program, is hereby deleted and replaced by Article 23, Peer Assistance and Review.
- 23.2 The District and the Association continuously strive to improve the quality of education. In order for students to succeed in learning, and for teachers to be successful, the District and the Association agree to cooperate in the design and implementation of programs to improve the quality of instruction.

A critical element toward the achievement of this goal is through expanded and improved professional development and peer assistance. The Peer Assistance and Review (PAR) Program supports exemplary teachers in assisting their colleagues subject matter knowledge, teaching strategies, teaching methods, and classroom management.

PAR support and assistance shall not involve participation in, nor the conducting of, the evaluation of certificated unit members (Stull evaluation), as set forth in Article 12, Exhibit L, and Education Code Section 44660, et seq.

### **23.3 PEER ASSISTANCE AND REVIEW (PAR) COMMITTEE**

- 23.3.1 The PAR Committee serves as the governing body for the program and determines program guidelines that are consistent with the terms of the Collective Bargaining Agreement and the California Peer Assistance and Review Program for Teachers, AB1x. The PAR Committee shall consist of four (4) members selected by the Association, who shall compose the majority of the Committee and three (3) members appointed by the Superintendent.
- 23.3.2 The recommended composition of the committee is as follows: one (1) elementary classroom teacher, one (1) middle school classroom teacher, one (1) high school classroom teacher, one (1) Association president's appointee, one (1) elementary site administrator, one (1) secondary site administrator, and one (1) other administrator.
- 23.3.3 Members of the PAR Committee shall serve for a term of two (2) years. For the first term, two (2) Association members, as determined by the Association, and one (1) administrator, as determined by the Superintendent, shall serve for three (3) years; thereafter, the term of office shall be two (2) years. No more than two (2) consecutive terms may be served without a one year break in service.
- 23.3.4 Bargaining unit members who are on the PAR Committee shall receive an annual stipend as per Exhibit F.

## 23.4 MEETINGS

- 23.4.1 The PAR Committee shall establish its own meeting schedule. However, the committee shall convene prior to the end of the school year for data collection and to review the number of program participants for the following school year. Minutes shall be kept of each meeting and distributed to PAR Committee members.
- 23.4.2 Five members of the PAR Committee must be present to conduct business. When PAR Committee meetings are scheduled during normal work hours on a day of instruction, such meetings shall not begin until 9:00 a.m. in recognition of the time required to prepare for a substitute.
- 23.4.3 Bargaining unit members who are on the PAR Committee shall be released from their regular duties to attend PAR meetings held during regular duty hours.

## 23.5 PAR COMMITTEE DUTIES AND RESPONSIBILITIES

- 23.5.1 Plan and participate in annual training for the PAR Committee members.
- 23.5.2 Develop, adopt, and disseminate Rules and Procedures for the PAR Program consistent with the terms of the Collective Bargaining Agreement and the California Peer Assistance and Review Program for Teachers, AB 1x.
- 23.5.3 Establish an application procedure for Consulting Teachers.
- 23.5.4 Select Consulting Teachers.
- 23.5.5 Select and approve initial and ongoing training opportunities for Consulting Teachers and Participating Teachers to be available throughout the year, including the summer months.
- 23.5.6 Provide written notification to referred Participating Teacher as needed. Copies of necessary notifications shall be sent to Consulting Teacher and the Principal.
- 23.5.7 Notify the Participating Teacher of the available panel of Consulting Teachers.
- 23.5.8 Develop procedures to recruit Voluntary Teachers.
- 23.5.9 Develop a timeline for PAR Committee activities to provide services beginning May 2001 and annually thereafter.
- 23.5.10 Develop, approve, and monitor the annual PAR Program budget and expenditures.

- 23.5.11 Review reports submitted by Consulting Teachers.
  - 23.5.12 Compile and maintain a list of professional development opportunities for use by Participating and Voluntary Teachers.
  - 23.5.13 Forward to the Board of Education the names of individuals who, after sustained assistance of two (2) or more consecutive cycles, as defined in Section 23.7.2, are not able to demonstrate, as determined by the Stull evaluation process, satisfactory improvement. However, no names shall be submitted to the Board of Education prior to June 15, 2004.
  - 23.5.14 The PAR Committee shall establish a process for assessing, planning, implementing, and evaluating professional development that is paid for by PAR Program funds for all bargaining unit members. Professional development shall include, but not be limited to, new teacher orientation, class-size reduction training, training for substitute teachers, and general professional development for all bargaining unit members. The PAR Committee shall strive, through professional development, to support the District content and performance standards and the California Standards for the Teaching Profession.
  - 23.5.15 Establish an application and process for Voluntary Teachers that shall, at a minimum, elaborate on the area(s) of requested assistance that could include, but not be limited to, engaging and supporting all students in learning; creating and maintaining effective environments for student learning; understanding and organizing subject matter for student learning; planning instruction and designing learning experiences for all students; and assessing student learning.
  - 23.5.16 Evaluate annually the impact of the program, and make recommendations to the Superintendent and the President of the Association on improvements to the program.
- 23.6 CONSULTING TEACHERS
- 23.6.1 Purpose and Function: Consulting Teachers provide assistance, remedial efforts, and activities for Participating and Voluntary Teachers in a directed and multifaceted process.
  - 23.6.2 Qualifications and Conditions: The qualifications of Consulting Teachers shall be set forth in the PAR Committee Rules and Procedures, provided that the following shall constitute minimum qualifications:
    - 23.6.2.1 Shall, at the time of application, be a classroom teacher, where a classroom teacher is defined as someone who carries a caseload of students.

- 23.6.2.2 Shall have been a classroom teacher two (2) out of the immediate past three years.
- 23.6.2.3 Shall be a credentialed and permanent teacher who has received satisfactory evaluations for the last two Stull evaluations.
- 23.6.2.4 Shall have at least a minimum of five (5) years of classroom experience either within or outside of the District.
- 23.6.2.5 Shall participate in training related to fulfilling the Consulting Teacher responsibilities.
- 23.6.3 Length of Term: The length of term shall be two (2) years, with no more than two (2) consecutive terms served without a one (1) year break in service, excluding the year of implementation, 2001-2002.
- 23.6.4 Application Process: The application process for Consulting Teachers shall include, but not be limited to, the following:
  - 23.6.4.1 (a) A letter of application; and (b) Three confidential, written recommendations including one from a recent or current administrator/principal/supervisor, one from a classroom teacher, and one from a current or past Association leader (for example, Faculty Representative, Member of the Board of Directors, Executive Officer, or Committee Chairs).
  - 23.6.4.2 Applicants shall be observed by at least two (2) members of the PAR Committee for the purpose of confirming exemplary skills, including extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of a diverse student population.
  - 23.6.4.3 Applicants shall be interviewed by the PAR Committee.
  - 23.6.4.4 Applicants shall have demonstrated the following skills: (a) have cooperatively and effectively worked with teachers and administrators; (b) have effectively demonstrated leadership as evidenced by site, District, or Association activities.
  - 23.6.4.5 Applicants shall express a commitment to engage in instructional practices that align with (a) District adopted content standards and (b) California Standards for the Teaching Profession.



23.6.4.6 Consulting Teachers shall be selected by a majority vote of the PAR Committee.

23.6.5 Duties: Duties and responsibilities of Consulting Teachers shall include the following:

23.6.5.1 Confer with the Participating Teacher and evaluator with respect to the PAR process.

23.6.5.2 Meet with the teacher on a frequent basis.

23.6.5.3 Establish mutually agreed upon performance goals, and develop the specific components of a written assistance plan.

23.6.5.4 Provide support as a peer coach.

23.6.5.5 Provide materials and resources needed to assist teachers.

23.6.5.6 Identify additional activities that support successful participation in PAR.

23.6.5.7 Monitor the progress of the Participating Teacher and provide periodic written reports to the Participating Teacher for discussion and review.

23.6.5.8 Provide periodic written reports on Consulting Teacher activities to the PAR Committee.

23.6.5.9 Prepare and submit an end-of-the-year self-evaluation to the PAR Committee for review.

23.6.6 A copy of the Consulting Teacher's report(s) (Form-PAR1) shall be submitted to and discussed with the Participating Teacher at least two weeks prior to submission to the PAR Committee to receive his or her input and signature.

23.6.7 The Consulting Teacher shall submit a final report (FORM-PAR2) to the PAR Committee. The Participating Teacher shall have the right to submit a written response within twenty (20) working days and have it permanently attached to the final report.

## 23.7 PARTICIPATING TEACHERS: CONDITIONS, RESPONSIBILITIES, AND ASSURANCES

23.7.1 A Participating Teacher is a teacher with permanent status who receives an unsatisfactory rating as a result of the Stull evaluation process, which is defined, for purposes of this Article, as follows:

- 23.7.1.1 "Continued Employment with Professional Assistance Required," or "Continued Employment Not Recommended" which appear on the Burbank Unified School District Overall Summary Evaluation Form C.
- 23.7.2 A Participating Teacher shall participate in the PAR program throughout the full cycle of the program, which shall be one school year.
- 23.7.3 The Participating Teacher shall rank his/her three preferences for Consulting Teacher from the available Consulting Teachers.
- 23.7.4 The PAR Committee shall confirm the Consulting Teacher from those selected. In the event the PAR Committee is unable to honor the preference requests of the Participating Teacher, the PAR Committee shall provide a written rationale to the Participating Teacher.
- 23.7.5 The Participating Teacher shall have the right to request in writing that a specific Consulting Teacher be replaced and another Consulting Teacher assigned.
- 23.7.6 Notwithstanding the above provisions, the ultimate responsibility of all Consulting Teacher assignments rests with the PAR Committee.
- 23.7.7 The Participating Teacher shall have the right to determine if his/her "Professional Assistance Plan (Form D)" or any part of the Plan will be utilized for the development of the PAR goals and objectives.
- 23.7.8 All communication between the Participating Teacher and Consulting Teacher shall be confidential, except for written reports to the PAR Committee.
- 23.7.9 The Participating Teacher shall be provided with copies of all written reports generated by the Consulting Teacher at least two (2) weeks prior to the submission to the PAR Committee.
- 23.7.10 The Participating Teacher shall have the right to address the PAR Committee on matters related to the PAR Program.
- 23.7.11 No forms (observational, notes, or other anecdotal materials) from the Consulting Teacher shall be placed in the Participating Teacher's file except as specifically referenced in the Consulting Teacher's final report to the PAR Committee.
- 23.7.12 The Participating Teacher shall receive a copy of the Consulting Teacher's final report (Form PAR1) to the PAR Committee. The Participating Teacher's signature on the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Participating

Teacher shall have the right to submit a written response within twenty (20) working days and have it permanently attached to the final report.

23.7.13 The Participating Teacher shall be provided reasonable release time to meet with the Consulting Teacher to determine goals and objectives, to plan strategies and needs, to plan observations, to observe other teachers, to debrief observations, and for other activities that will assist in the attainment of his/her goals. The cost of release time shall be charged to the PAR Program funds, as approved by the PAR Committee.

23.7.14 The Participating Teacher will not be required to perform any duties related to PAR that fall outside the normal work day, nor be asked or required to spend non-reimbursed money out-of-pocket as a condition of meeting his/her goals.

## 23.8 VOLUNTARY TEACHERS: CONDITIONS, RESPONSIBILITIES, AND ASSURANCES.

23.8.1 A Voluntary Teacher is a teacher with permanent status whose most recent evaluation is satisfactory and who elects to participate in the PAR program because he or she would like to receive peer assistance in the area(s) of subject matter, grade level knowledge, or teaching strategies, or classroom management/discipline.

23.8.2 The Voluntary Teacher shall submit a written application to the PAR Committee in order to voluntarily participate in the PAR Program.

23.8.3 The purpose of participation by a Voluntary Teacher is for peer assistance only and the Consulting Teacher shall not submit a written report.

23.8.4 The Voluntary Teacher may terminate in writing his/her participation in the PAR Program at any time.

23.8.5 The Voluntary Teacher's participation in the PAR Program shall be confidential.

23.8.6 The Voluntary Teacher may select a Consulting Teacher from a list of available Consulting Teachers provided by the PAR Committee. Any changes in Consulting Teacher assignment, after the initial selection, shall be made in writing and approved by the PAR Committee. The assignment of Consulting Teachers resides with the PAR Committee.

23.8.7 Communications between a Consulting Teacher and a Voluntary Teacher shall not be shared with others, including site principals and the PAR Committee.

- 23.8.8 Any written documentation of a Voluntary Teacher's participation in the PAR Program shall not be placed in the Voluntary Teacher's personnel file unless the Voluntary Teacher requests, in writing, that such materials be placed in his/her file.
- 23.9 BEGINNING TEACHERS: CONDITIONS AND RESPONSIBILITIES
- 23.9.1 A Beginning Teacher is a first- or second-year teacher who qualifies for participation in the Beginning Teacher Support and Assessment Program (BTSA). The District shall encourage, but not require, Beginning Teachers to participate in the BTSA program so long as the BTSA program is funded by the State of California.
- 23.9.2 The District shall encourage, but not require, the following teachers to receive support from the PAR program: 1) Teachers who are newly hired by the District, and 2) Teachers who have changed grade level or subject matter. Support from the PAR Program may include Consulting Teacher assignments, staff development opportunities, and release time.
- 23.10 The PAR Committee shall establish a process for assessing, planning, implementing, and evaluating professional development that is paid for by PAR Program funds for all bargaining unit members. Professional development shall include, but not be limited to, new teacher orientation, class-size reduction training, training for substitute teachers, and general professional development for all bargaining unit members. The PAR Committee shall strive through professional development to support the District content and performance standards and the California Standards for the Teaching Profession.
- 23.11 EXPERIENCED TEACHERS: CONDITIONS AND RESPONSIBILITIES
- 23.11.1 Professional Development opportunities shall be provided for all Burbank Unified School District teachers.
- 23.11.2 The PAR Committee shall establish a process for assessing, planning, implementing, and evaluating professional development for all teachers directed at supporting teachers in teaching to District content and performance standards, and the California Standards for the Teaching Profession.
- 23.11.3 The PAR Committee shall also address specific support activities such as new teacher orientation, class-size reduction, training for substitute teachers, etc.
- 23.11.4 The PAR Committee shall allocate available resources to support planned professional development activities.

## 23.12 MISCELLANEOUS PROVISIONS

23.12.1 Should a Consulting Teacher apply for an administrative position within the

District, he/she shall inform his/her Participating Teacher immediately of this fact. The Participating Teacher may at his/her discretion:

- 1) decide to continue with the Consulting Teacher.
- 2) request, and be granted, as per the provisions of Article 23.7.5, a new Consulting Teacher.

Any documentation developed or held by the Consulting Teacher regarding the Participating Teacher shall be turned over to the Participating Teacher for his/her use as he/she determines appropriate.

In addition, a Consulting Teacher who attains an administrative position shall not evaluate a former Participating Teacher of his/hers for a period of two (2) years from the date of appointment as an administrator.

23.12.2 Bargaining unit members who serve on the PAR Committee or as a Consulting Teacher shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. Should litigation be initiated against a bargaining unit member arising out of the above, a representative from the Association and the unit member(s) charged in the litigation shall be active participants in the selection of legal counsel from the panel of attorneys representing the District's liability insurance provider.

**ARTICLE 24: YEAR-ROUND EDUCATION PROGRAM AT MONTEREY HIGH SCHOOL**

24.1 A single-track year-round program shall exist at Monterey High School.

24.2 PAY PROCEDURES

24.2.1 Regular pay warrants for teachers shall be issued on the first working day of the calendar month beginning in August and concluding the following July. The annual salary shall be divided by twelve to equalize the monthly payments throughout the fiscal year.

24.2.2 In the event the year-round program is discontinued or a unit member is involved in a transfer from Monterey High School, the District shall maintain the twelve calendar month pay period, at the unit member's request, for the remainder of that school year and one additional school year.

24.3 SUBSTITUTING WHILE OFF-TRACK

24.3.1 Current Burbank Unified School District unit members who substitute while off-track shall be compensated pursuant to Exhibit F.

24.3.2 Unit members shall have their annual sick leave allocation increased by one (1) additional day for each twenty (20) full days of substitute/intersession teaching between July 1 and June 30 of that year.

24.4 PAY FOR INTERSESSION ASSIGNMENTS

24.4.1 Intersession assignments shall be compensated pursuant to Exhibit F.

24.5 CALENDAR

24.5.1 See Exhibits J-1 and J-2.

24.6 LEAVES

24.6.1 Where applicable, leaves may be granted on a quarterly basis.

24.7 EVALUATION PROCEDURES

24.7.1 The section titled Specific Procedures in the Evaluation Process of Exhibit L, 1(b) shall be modified as follows: The evaluator and the employee shall meet for a pre-evaluation objective setting conference no later than September 1 to review specific objectives. All other provisions of Article 12 and Exhibit L remain unchanged.

24.8 PROGRAM EVALUATION

24.8.1 Unit members shall be provided the opportunity to evaluate the year-round program annually.

24.9 DISCONTINUANCE OF PROGRAM

24.9.1 The District and the Association shall have the right to negotiate all mandatory terms and conditions affecting unit members should the program be discontinued and a configuration other than traditional school were to be implemented.

## **ARTICLE 25: SATURDAY PROGRAM**

- 25.1 The on-site duty time of a Saturday Program teacher shall be four hours and thirty minutes per workday.
- 25.2 The daily rate of pay for a Saturday Program teacher shall be as shown in Exhibit F.
- 25.3 Assignments shall be made for each school quarter.
- 25.4 The selection of Saturday Program teacher shall be at the discretion of the District, subject to the procedures below:
  - 25.4.1 Openings for Saturday Program assignments shall be posted at all work sites where certificated employees of the District are assigned.
  - 25.4.2 Permanent and probationary District employees will be considered for the Saturday Program before other candidates are considered.
  - 25.4.3 The District shall use the following criteria for selection from among Saturday Program candidates:
    - 25.4.3.1 Possession of appropriate teaching credentials covering the middle school/high school levels.
    - 25.4.3.2 Evidence of successful teaching experience at middle school/high school levels.



## ARTICLE 26: SUMMER SCHOOL

26.1 The on-site duty time of a full-time summer school teacher based on a 4-day week shall be as follows:

- (a) Elementary School: Four (4) hours and thirty (30) minutes per work day;
- (b) Middle School: Five (5) hours and twenty (20) minutes per work day;
- (c) High School: Five (5) hours and twenty (20) minutes per work day;
- (d) Special Education: Five (5) hours and thirty (30) minutes per work day;
- (e) Counselors: Five (5) hours and thirty (30) minutes per work day

Changes in the hours/workdays shall be determined by the District after consulting with the Association.

26.2 If a summer school administrator calls a meeting requiring mandatory attendance, summer school teachers will be reimbursed at the curriculum writing rate for that meeting.

26.3 The daily rate of pay for a summer school teacher shall be as shown in Exhibit F. Teachers on half-time summer school assignments shall receive an amount equal to one-half (1/2) that of a full-time assignment.

26.4 The selection of summer school teachers shall be at the discretion of the District, subject to the procedures below:

26.4.1 Openings for summer school positions shall be posted at all worksites where certificated employees of the District are assigned.

26.4.2 Permanent and probationary District employees will be considered for summer school positions before other candidates are considered.

26.4.3 The District shall use the following criteria in priority order for selection from among summer school candidates:

26.4.3.1 Possession of appropriate credentials and other state and federal accountability mandates.

26.4.3.2 Evidence of successful teaching experience at the grade level(s) and/or in the subjects for which the application is made.

26.5 A summer school teacher may serve for up to three consecutive years. A unit member who has served as a summer school teacher for three consecutive years may be considered

for reappointment if there are not enough qualified applicants for the number of summer school positions.

- 26.6 Summer school teachers may be assigned to supervise students during their one break per day, subject to the provisions of 9.9.5 of this Agreement.
- 26.7 If a teacher is not offered a summer school assignment, he or she may request a written explanation.

## **ARTICLE 27: PROFESSIONAL GROWTH**

- 27.1 The purpose of this Article is to notify bargaining unit members of the requirements concerning an individual program of professional growth pursuant to Education Code Sections 44277-44279. If, during the term of this Article, the Legislature should modify Education Code Sections 44277-44279, and such modification(s) affect the provisions in this Article, this Article shall be reopened for negotiations.
- 27.2 This Article is limited to those members of the bargaining unit who are issued their first clear multiple or single subject teaching credential on or after September 1, 1985, pursuant to Education Code Section 44251.
- 27.3 This Article shall not be interpreted in any manner which is inconsistent with applicable statutory law or applicable rules of the Commission on Teacher Credentialing.
- 27.4 Bargaining unit members covered by this Article shall adhere to Education Code Sections 44277 through 44279 and applicable rules of the Commission on Teacher Credentialing.
- 27.5 The District will notify all bargaining unit members covered by this Article. Included in the notification will be a copy of Education Code Sections 44277 through 44279, a copy of applicable rules of the Commission on Teacher Credentialing, and a copy of this contract Article.
- 27.6 Any adverse actions by the District related to professional growth under this Article must be appealed pursuant to Education Code Section 44278.
- 27.7 The implementation of this Article shall not be a part of any evaluation of a bargaining unit member.

## **ARTICLE 28: JOB SHARING**

- 28.1 The District will implement a limited job-sharing program with the following specifications and conditions:
- 28.1.1 Job-sharing at the secondary level shall be composed of pairs of volunteers. Each job-sharing teacher shall teach either three (3) periods per day, or teach one (1) semester. The assignment of job-sharing teachers shall be done by the school administration and shall be based on the needs of the school. This secondary job-sharing plan shall not limit the ability of employees to work as half-time employees or to receive half-time leaves of absence.
  - 28.1.2 Elementary level job sharers shall be composed of pairs of volunteers. Persons wishing to share a job shall seek their own partners. The approval of the job-sharing team shall be at the District's sole discretion. In the event of denial of the job-share request and upon the request of the job-share applicants, the District shall explain its decision.
  - 28.1.3 The following conditions for job sharing at the elementary and secondary levels shall apply:
    - 28.1.3.1 Job sharers shall submit a written detailed plan to the Superintendent or designee stating in detail how the applicants would ensure close cooperation in such matters as planning; teaching; evaluating; communicating with one another and with parents, staff, and administration; and performing adjunct duties.
    - 28.1.3.2 A signed form, prepared by the District, which acknowledges their responsibilities to attend scheduled school and District meetings, and parent conferences normally expected of a full-time employee shall be submitted with the written plan. The District retains the right to direct both job sharers to attend meetings and parent conferences appropriate to both individuals. Employees teaching in a split year plan shall have those responsibilities required only during the semester they are teaching in a job-sharing program.
    - 28.1.3.3 The Principal and Superintendent or designee must agree in writing to the proposed job-sharing plan. If the proposed plan is rejected, the refusal shall not be grievable. However, upon the request of the job sharers, the District shall meet to explain its decision. At the sole discretion of the Superintendent, a determination may be made as to whether any proposed job-sharing plan enhances education or

benefits students enough that it should be approved. Upon request of the Association, the District will give its rationale for termination to the Association.

28.1.3.4 Any approved job-sharing arrangement may be terminated by the District in the event that it is deemed by the District to be instructional or organizationally unsuccessful. If terminated, the termination shall not be grievable. An arrangement may not be terminated prior to the end of a year. Upon request of the Association, the District will give its rationale for termination to the Association.

28.1.3.5 Movement on the salary schedule shall be as defined in the current contract.

28.1.3.6 As part of the application process for a job share assignment, each job share participant shall make an affirmative decision to waive or not to waive his/her right to prorated District-paid health and welfare benefits, as established in Article 8.1.1. This affirmative decision shall be binding upon the bargaining unit member until the next open enrollment period following the completion of the job share assignment. If the job share is terminated pursuant to Article 28.1.3.4 above, or if the job share is dissolved for any reason whatsoever, then the waiver made pursuant to this section shall be null and void. The District, in consultation with the Association, shall develop the form necessary to implement this section.

28.2 Each individual elementary and secondary job-sharing plan will be evaluated and may be renewed in the event that the District finds that it has been beneficial to the students and the District. Job sharing plans are not established or renewed until both the applicants and the District have agreed upon the specific job-sharing plan and shall be subject to review and joint renewal upon such terms as the applicants and the District may agree. Requests for job sharing shall follow the same deadlines as exist for other leaves as per Articles 13.2.3 and Articles 13.2.4 of this Agreement.

28.3 The percentage of full-time service provided by each job sharer shall be equal to the percentage of full-time salary and benefits received by the job sharer. In no case shall the combined percentage of service provided by the job-sharing pair exceed 100%.

## **ARTICLE 29: SPECIAL PROGRAMS**

### **29.1 PROGRAMS FOR ENGLISH LANGUAGE LEARNERS (ELL) STUDENTS**

29.1.1 The District will provide or, at its discretion, may approve payment for courses related to the certification required to provide services to ELL students as follows:

29.1.1.1 For teachers employed on a District bilingual waiver or assigned to teach Specially Designed Academic Instruction in English (SDAIE) or English Language Development (ELD) classes, the District will pay for all State approved coursework and language classes and related tests required to attain a (Bilingual) Cross-cultural, Language, and Academic Development ((B)CLAD) and/or SB1969 Certificate.

29.1.1.2 Teachers may elect to receive salary credit for any work done under this Article upon payment of such additional fees as may be required by the credit granting institution.

### **29.2 FULL INCLUSION PROGRAM**

29.2.1 Full inclusion is one option in the full continuum of services and a full range of placement options available to students with identified disabilities. Full inclusion, for the purpose of this section, exists when a student who has been determined to be eligible for full-time special education services, is assigned to and participates in, an age appropriate general education classroom, with support from special education and/or as appropriate, other District resources.

29.2.2 Any unit member who will be impacted by Article 29.2, shall be provided the opportunity to participate in the development of the student's educational program and the identification of additional accommodations and/or support services for the teacher. This educational/accommodations/support program shall be developed by the school's Student Study Team or Individualized Education Program (IEP) Team, as appropriate, and shall include but not be limited to: eligibility; planning; conferencing and preparation; release time; instructional aide support; equipment and supplies; grading policies; and the composition of the class being considered.

29.2.3 Unit members who are impacted by Article 29.2 and who are required to meet with the District's full inclusion or another specialist on a regular basis outside the unit member's regular duty hours, shall be compensated at 16.7% of the daily rate based upon Step I, Column I of Exhibit A-1 for each additional hour of service in quarter hour increments.

29.3 CROSSCULTURAL, LANGUAGE, AND ACADEMIC DEVELOPMENT  
CERTIFICATE, LANGUAGE DEVELOPMENT SPECIALIST CERTIFICATE, AND  
SB 1969 CERTIFICATE

- 29.3.1 Bargaining unit members shall receive a one-time only stipend in the amount of \$500 for completion, and submission of a copy of the earned certificate to the District, of the District-approved Crosscultural, Language, and Academic Development (CLAD) Certificate, Language Development Specialist (LDS) Certificate, or SB 1969 Certificate.
- 29.3.2 Bargaining unit members who already receive, or have ever received, in Burbank, an annual stipend for possession and use of the Bilingual Certificate of Competence, Bilingual-Cross Cultural Credential, Bilingual-Cross Cultural, Language, and Academic Development Credential, or other state approved bilingual certificate or credential, are not eligible for this one-time stipend.

**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 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 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 a minimum of two (2) years 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.
- 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 his/her name from the ballot and a new election is held.
- j. Two teachers may run together as Co-Chairs following the same procedures for the election of a single Department Chairperson.

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.

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.

## ARTICLE 31: SPECIAL EDUCATION

- 31.1 All language contained in this Article shall supersede any and all conflicting language contained in this Agreement. The parties agree to delete obsolete and/or conflicting language during the next successor negotiations.
- 31.2 District employees shall comply with applicable federal, state, and local laws and regulations in implementing the Special Education program to provide a full continuum of services, educationally appropriate to meet the students' needs.

### Definitions:

Special Day Classes (SDC): Special day class refers to a self-contained classroom with a small student-to-teacher ratio, in which special education students may receive SAI for the majority of their school day, if required, by their IEPs.

## 31.3 SPECIAL DAY CLASSES/EDUCATIONAL SPECIALIST

- 31.3.1 It is recognized that the composition and size of the class enrollment in Special Day Classes (SDC) has an effect on the educational program. SDC teachers may seek a review of the appropriateness of the composition and size of their classes by submitting a written request to the Director of Special Education or designee. The request shall include a specific statement of the teacher's concern and supporting documentation of attempts to address problems created by the composition and size of the class. Upon receipt of a request for review, the Director of Special Education or designee shall investigate factors relating to the teacher's request. Within ten (10) working days of the request fifteen (15) working days during the first three weeks of school), the Director of Special Education or designee shall provide the teacher with written findings and recommendations which may include class changes, if appropriate.
- 31.3.2 In order to better address a student population that often has significant academic, behavioral, social, and cognitive needs, the maximum class size for elementary SDCs shall be fourteen (14) students on the first day of school. The District will attempt to find ways to address higher class sizes after the first day of instruction if they occur.
- 31.3.3 In order to better address a student population that often has significant academic, behavioral, social, and cognitive needs, the maximum class size for secondary SDCs shall be sixteen (16) students on the first day of school. The District will attempt to find ways to address higher class sizes after the first day of instruction if they occur.

- 31.3.4 All Special Day Classes, shall be limited to no more than two (2) grade levels. If a teacher must take three (3) grade levels, then they will receive a stipend equal to the elementary general education combination classes stipend.
  - 31.3.5 All Elementary and Middle School Special Day Classes that have at least ten (10) students shall be assigned a minimum of one (1) instructional aide. All High School Special Day Classes that have at least twelve (12) students shall be assigned a minimum of one (1) instructional aide.
  - 31.3.6 All SDC teachers shall be provided planning time equivalent-to the amount of planning time that grade level general education teachers have for the purpose of academic planning and shall choose up to seven (7) full day substitutes per year in order to test, meet with parents, write and revise IEP plans, observe students in general education classrooms, give progress reports, observe students in general education classrooms, give progress reports, communicate with parents, collect data from teachers regarding each student on caseload, and articulate their programs with general education teachers and related service providers. This is only a partial list of the tasks and duties related to their job that SDC teachers may have to complete during their release days.
- 31.4 RSP/EDUCATION SPECIALIST
- 31.4.1 In accordance with California Education Code 56195.8(c), the maximum caseload for an RSP teacher shall be twenty-eight (28) students.
  - 31.4.2 An itinerant RSP teacher shall have an instructional aide at each site assigned and a caseload of students that allows them to remain in compliance with the required minutes per student.
  - 31.4.3 All elementary RSP teachers shall have planning time equivalent to the amount of planning time that grade level general education teachers have for the purpose of academic planning and shall choose up to seven (7) full day substitutes per year in order to test, meet, write and revise IEP plans, observe students in general education classrooms, give progress reports, communicate with parents collect data from teachers regarding each student on caseload, and articulate their programs with general education teachers. This is only a partial list of the tasks and duties related to their job that RSP teachers may have to complete during their release days.
  - 31.4.4 Middle and High School RSP teachers shall have one (1) instructional aide for a minimum of one period per day.
- 31.5 All secondary RSP teachers shall teach four (4) classes and have one guidance period for working with students in order to meet the needs of their IEP and one period for academic

planning. During the guidance period, teachers will write IEPs, read all the IEPs and the folders of information that accompany the IEPs, administer triannual assessments, contact all service providers before and after IEPs, consult with counselors, contact parents, observe newly referred students, and track hours of service for the state. During the academic planning period, teachers will lesson plan, develop, and modify curriculum, read, and administer tests, collaborate with general education teachers, tutor students, and assess students. This is only a partial list of the tasks and duties related to their job that RSP teachers may have to complete during their prep periods.

**31.6 EXTENDED SCHOOL YEAR: EMOTIONALLY DISTURBED, AUTISM, AND SEVERELY HANDICAPPED**

31.6.1 Certificated employees who work in the Emotionally Disturbed, Autism, and Severely Handicapped program shall have the option to work an extended school year in addition to the regular work year. These employees shall have priority over other applicants for the positions.

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

31.6.3 The daily rate of pay for certificated unit members in the ED Extended School Year extended session shall be at the same daily rate earned during the regular school year.

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

31.6.5 The selection of Extended 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 shall be considered for extended session positions before other candidates are considered.

31.6.6 Certificated employees who work the Extended School Year shall earn sick leave credit in accordance with Article 13 regarding leaves of absence. Sick leave earned during the extended session shall be accrued to the regular school year. Sick leave for Elementary Extended School Year shall accrue one (1) day and Secondary shall accrue (1.5) days.

31.6.7 Certificated employees who work the Extended School Year shall continue to teach the same students who were assigned to their classes during the normal school year when feasible. Additional students may be assigned as needed.

31.7 SPEECH AND LANGUAGE PATHOLOGISTS (SLPS)

31.7.1 The Director of Special Education and Psychological Services and the speech and language specialists shall work cooperatively to maintain an average case load of 55 (fifty-five) students per full-time speech and language specialist except that the average case load for a full-time speech and language specialist assigned to work only with preschool age children shall be 40 students. The parties understand that the actual case load per speech and language specialist will vary from this average depending upon the number of contacts per student per week. Problems concerning these issues which cannot be resolved by these parties shall be referred to the Superintendent or designee and the Association whereby a meeting will be held to explore options and examine case load distributions. SLPs may seek a review of the appropriateness of the composition and size of their caseload by submitting a written request to the Director of Special Education or designee. The request shall include a specific statement of the SLP's concern and supporting documentation of attempts to address problems created by the composition and size of the caseload. Upon receipt of a request for review, the Director of Special Education or designee shall investigate factors relating to the SLP's request. Within ten (10) working days of the request (fifteen (15) working days during the first three weeks of school), the Director of Special Education or designee shall provide the SLP with written findings and recommendations which may include class changes, if appropriate.

31.7.2 All SLPs will be provided five (5) days per year with no student interaction.

31.8 SPECIAL EDUCATION MEETINGS

31.81 Participation of Bargaining Unit Members in Individualized Educational Program (IEP), Individualized Transitional Program (ITP), and Individual Learning Plan (ILP) shall be no longer than 90 minutes in length unless continued by mutual agreement of all involved. Meetings that are not concluded shall be rescheduled for continuation. Attempts shall be made to schedule the above-listed within the regularly assigned on-site duty hours.

31.8.2 Whenever the above listed meetings cannot be concluded within 90 minutes after the contractual time, bargaining unit members shall be compensated at the contractual hourly rate.

### 31.9 CONTINUED ASSIGNMENT OF INSTRUCTIONAL AIDES TO A TEACHER

At the conclusion of each school year, the teacher may request that the same instructional aide be assigned to the teacher for the following year. Teacher input will be considered when determining placements, but final placement is at the discretion of the District.

### 31.10 SPECIAL EDUCATION COMMITTEE

31.10.1 A Special Education Committee will be comprised of an equal number of members, up to five (5) members each appointed by the District and Association. The Committee will meet at least once per trimester and will discuss, explore options, and make recommendations in order to address concerns that arise throughout the year. One (1) bargaining unit member appointed by BTA to attend the Special Education Master Plan Committee meetings.

31.10.2 The Committee members shall not have authority to engage in bargaining, or agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.



## **ARTICLE 32: SAVINGS PROVISION**

- 32.1 If any provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, and upon exhaustion or termination of judicial review which sustains such determination, these provisions or applications will be deemed invalid and not subsisting except to the extent permitted by law.
- 32.2 All other provisions of the Agreement will continue in full force and effect.

**ARTICLE 33: EFFECT AND SUPPORT OF THE AGREEMENT - STATUTORY CHANGES**

**33.1 EFFECT OF THE AGREEMENT**

- 33.1.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, and over state laws to the extent permitted by state law and not specifically prohibited by state law.
- 33.1.2 Teacher benefits brought about by statutory guarantees and incorporated into this Agreement which subsequently are reduced or eliminated by statutory changes shall be continued in full force until the end of this Agreement, unless specifically prohibited by law.

**33.2 SUPPORT OF THE AGREEMENT**

- 33.2.1 It is mutually understood and agreed by the District and the Association that both parties will in good faith support the provisions herein contained during the life of this Agreement, and both the District and the Association further understand and agree that it is to their mutual best interests and benefit to do so.
- 33.2.2 It is mutually understood that there will be no concerted activities that violate the Educational Employment Relations Act (EERA).
- 33.2.3 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of any concerted activities that violate the EERA, by employees who are represented by the Association, the Association agrees in good faith upon written request by the District publicly to disavow the action and encourage the employees to cease such action.
- 33.2.4 If this Article is not in full force and effect, such temporary suspensions of this Article shall not be interpreted in any way as authorizing, condoning, or prohibiting any strike, work stoppage, slowdown, picketing in conjunction therewith, or refusal or failure to fully and faithfully perform job functions and responsibilities. Any temporary suspension of this Article shall not be interpreted in any way as a suspension of any other Article(s) in this Agreement.

## **ARTICLE 34: CONCLUSIVENESS OF THE AGREEMENT**

- 34.1 Except as noted in 34.2, 35.2, 35.3, 35.4, and 35.5 during the term of this Agreement the District and the Association expressly waive and relinquish the right to meet and negotiate and agree that neither party to this Agreement shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subjects or matters may not have been within the knowledge or contemplation of either the District or the Association at the time of meeting and negotiating on and executing this Agreement, and even though such subject matters were proposed and later withdrawn.
- 34.2 In the event that the District desires to change any of its policies and/or administrative rules and regulations which are not covered by this Agreement but are within the scope of bargaining and affect bargaining unit members, it will, absent emergency conditions, so notify the Association of its intentions prior to any such contemplated change. The Association, within ten (10) instructional days after receipt of such notification, may notify the District of its desire to negotiate on such contemplated changes in District policies and/or administrative rules and regulations.

## **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, 2022 to June 30, 2025.
- 35.2 During the term of this Agreement, either the District or Association may reopen negotiations for the 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. 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.

# **EXHIBITS**

**EXHIBIT A-1: SALARY SCHEDULE FOR FULLY CREDENTIALLED CERTIFICATED  
BARGAINING UNIT MEMBERS**

**BURBANK UNIFIED SCHOOL DISTRICT**

**SALARY SCHEDULE FOR FULLY-CREDENTIALLED CERTIFICATED  
BARGAINING UNIT MEMBERS\*  
Effective July 1, 2023**

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	61,282	61,285	63,201	63,821	66,118	68,688
2	61,285	61,288	63,202	65,311	68,514	71,078
3	61,288	61,289	64,448	67,621	70,847	73,416
4	61,289	62,330	66,790	69,993	73,242	75,813
5	61,290	64,547	69,089	72,308	75,581	78,148
6	<b>61,291</b>	<b>66,848</b>	71,431	74,681	77,971	80,541
7	<b>61,292</b>	<b>69,048</b>	73,726	76,991	80,314	82,878
8	<b>61,293</b>	<b>71,325</b>	76,072	79,364	82,704	85,272
9	<b>62,998</b>	<b>73,542</b>	78,363	81,678	85,042	88,454
10		<b>75,824</b>	80,714	84,050	89,953	90,875
11		<b>78,046</b>	<b>83,003</b>	86,361	92,359	93,225
12			<b>85,350</b>	88,733	94,823	95,645
13			<b>87,641</b>	91,053	97,227	98,007
14			<b>89,982</b>	93,418	99,691	100,421
15				95,734	102,098	103,549
18**					104,556	106,909
21**					106,964	110,210
24**						114,912

Notes: **Employees hired on or after July 1, 2005 may not advance past the bold lines in Columns I, II and III. Employees hired before July 1, 2005 shall be grandfathered.**

The earned Master's Degree or earned Doctorate Degree is recognized at any point on the schedule with \$1,582 added to the base salary. Only one earned Master's Degree and only one earned Doctorate Degree will be recognized for this additional remuneration. The maximum amount for any employee for the Master's Degree and Doctorate is \$3,164.

A Bilingual Certificate of Competence, Bilingual-Cross Cultural Credential, other state approved bilingual certificate or credential, or evidence of mastery of the American Sign Language Communication Proficiency Interview is recognized at any point on the schedule with additional remuneration added to the base salary. This additional remuneration shall be \$1,582 for an employee employed in an assignment that requires the use of primary language for supporting students, conferencing with parents, and preparing progress reports.

A Learning Handicapped, Severely Handicapped, Deaf and Hard of Hearing, Resource Specialist, Speech/Language Therapist, Adaptive Physical Education, Mild-to-Moderate, Moderate-to-Severe, or other state approved special education certificate or credential is recognized at any point on the schedule with \$1,791 added to the base salary provided such employee is employed in a special education assignment.

- \*\*\*\* Beginning with the conclusion of the 2017-2018 school year, and at the completion of each full year of employment, all 1.0 Speech/Language Pathologists (SLPs) will receive a retention bonus of \$11,692. Part-time SLPs will receive a pro-rated amount based on their FTE. The retention bonus will replace the previously agreed to SLP one-time hiring incentive bonus.
- \* Includes Teachers, Nurses, Librarians and Counselors who are fully credentialed. (For implementation, see Rules and Regulations.)
- \*\* Anniversary Step

For the purpose of rating in Speech/Language Pathologists (SLPs):

Fully licensed Speech-Language Pathologists (credentialed or credential-pending\*\*\*) will receive credit for all years of prior verified professional SLP experience working with children in a school, hospital or clinic licensed private practice setting shall be granted at the time of initial placement. If a current fully credentialed SLP was credited five years or less at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit, effective January 1, 2016. Additional prior service credit shall not be owed retroactively.

For fully credentialed SLPs, additional prior service credit shall not be owed retroactively, but if a current fully credentialed SLP was only credited five years at the time he or she was hired, but had more, he or she shall be granted all additional years of service credit effective January 1, 2016.

- \*\*\* Applicant must have begun the process for credentialing at the time he or she begins work. A waiver shall be issued/obtained by the district so that the SLP may begin work at the beginning of the school year.

- \*\*\*\* Effective July 1, 2017

**EXHIBIT A-2: SALARY SCHEDULE FOR NON-CREDENTIAL CERTIFICATED  
BARGAINING UNIT MEMBER**

**BURBANK UNIFIED SCHOOL DISTRICT**

**SALARY SCHEDULE FOR NON-CREDEDNTIALED CERTIFICATED  
BARGAINING UNIT MEMBERS\*  
Effective July 1, 2023**

Salary Rating	Class I Bachelor's Degree	Class II Bachelor's Degree +15	Class III Bachelor's Degree +30	Class IV Bachelor's Degree +45	Class V Bachelor's Degree +60	Class VI Bachelor's Degree +75
1	55,004	55,004	57,424	59,841	62,265	64,686
2	55,004	57,260	59,680	62,102	64,523	66,938
3	55,004	59,458	61,880	64,300	66,718	69,136
4	55,004	61,717	64,134	66,556	68,974	71,393
5	55,004	63,914	66,339	68,756	71,178	73,595
6	<b>55,004</b>	<b>66,194</b>	68,589	71,013	73,431	75,847
7	<b>57,424</b>	<b>68,372</b>	70,792	73,210	75,464	78,049
8	<b>59,841</b>	<b>70,625</b>	73,044	75,464	77,885	80,304
9	<b>62,380</b>	<b>72,822</b>	75,244	77,663	80,087	82,507
10		<b>75,077</b>	77,497	79,918	82,336	84,761
11		<b>77,281</b>	<b>79,697</b>	82,118	84,536	86,690
12			<b>81,951</b>	84,377	86,792	89,217
13			<b>84,153</b>	86,577	88,996	91,416
14			<b>86,411</b>	88,829	91,250	93,667
15				91,031	93,452	96,584
18**				95,702	95,702	99,719
21**				97,907	97,907	102,800
24**						105,880

**Notes:** Employees hired on or after July 1, 2005 may not advance past the bold lines in Columns I, II and III.

For additional remuneration for which an employee may qualify, refer to Exhibit A-1: Salary Schedule for Certificated Bargaining Unit Members. Includes Teachers, Nurses, Librarians and Counselors who are not fully certificated (e.g. who have an emergency permit, intern permit, or waiver). For implementation, see Rules and Regulations.

\*\* Anniversary Step



**EXHIBIT A-3: SALARY SCHEDULE FOR RETIRED CERTIFICATED  
BARGAINING UNIT MEMBER**

**BURBANK UNIFIED SCHOOL DISTRICT**

**SALARY SCHEDULE FOR RETIRED CERTIFICATED  
BARGAINING UNIT MEMBERS\***

**Effective July 1, 2023**

<b>Salary Rating</b>	<b>Class I Bachelor's Degree</b>	<b>Class II Bachelor's Degree +15</b>	<b>Class III Bachelor's Degree +30</b>	<b>Class IV Bachelor's Degree +45</b>	<b>Class V Bachelor's Degree +60</b>	<b>Class VI Bachelor's Degree +75</b>
1	56,602	56,603	55,605	56,606	58,802	60,336
2	56,603	56,605	56,606	57,930	60,186	62,440
3	56,605	56,606	57,722	59,977	62,236	64,495
4	56,606	57,566	59,825	62,081	64,341	66,597
5	56,607	59,615	61,879	64,133	66,394	68,648
6	56,608	61,747	63,979	66,239	68,493	70,750
7	56,613	63,777	66,033	68,290	70,550	72,804
8	56,614	65,878	68,137	70,394	72,649	74,910
9	58,187	67,931	70,186	72,445	74,705	76,961
10		70,033	72,288	74,554	76,806	79,063
11		72,088	74,341	76,597	78,856	81,113
12			76,447	78,704	80,959	83,222
13			78,496	80,756	83,012	85,271
14			80,605	82,859	85,118	87,372
15				84,908	87,168	90,095
18**					89,268	93,017
21**					91,325	95,889
24**						98,760

**Notes:** For additional remuneration for which an employee may qualify, refer to Exhibit A-1: Salary Schedule for Certificated Bargaining Unit Members.

\* Includes Teachers, Nurses, Librarians and Counselors who are fully certificated.  
(For implementation see Rules and Regulations.)

\* Anniversary Step

Retired Burbank Unified School District teachers rehired as temporary shall be placed in the same Column and on the same Step plus one (1) year as the Column and Step placement at the time of retirement. Non-Burbank Unified School District retired teachers hired pursuant to AB 18 shall be rated in as per Exhibit A-2.

**EXHIBIT A-4: RULES AND REGULATIONS FOR IMPLEMENTATION OF SALARY  
SCHEDULE FOR CERTIFICATED BARGAINING UNIT MEMBERS**

**BURBANK UNIFIED SCHOOL DISTRICT**

**RULES AND REGULATIONS FOR IMPLEMENTATION OF  
SALARY SCHEDULE FOR CERTIFICATED BARGAINING UNIT MEMBERS  
Effective July 1, 2023**

1. **RATING IN.** This provision is entered into by and between the District and the Association as authorized by Education Code section 45028(b). Employees whose effective date of employment is prior to July 1, 1991, shall be granted a maximum amount of previous teaching credit of six years. Employees whose effective date of employment is on or after July 1, 1991, and prior to July 1, 1992, shall be granted a maximum amount of previous teaching credit of seven years. Employees whose effective date of employment is on or after July 1, 1992 and prior to July 1, 1994, shall be granted a maximum amount of previous teaching credit of eight years. Employees whose effective date of employment is on or after July 1, 1994, shall be granted a maximum amount of previous teaching credit of nine years. Employees whose effective date of employment is on or after July 1, 1995, shall be granted a maximum amount of previous teaching credit of ten years. Employees whose effective date of employment is on or after July 1, 1996, shall be granted a maximum amount of previous teaching credit of eleven years. Employees whose effective date of employment is on or after July 1, 1997, shall be granted a maximum amount of previous teaching credit of twelve years. Employees whose effective date of employment is on or after July 1, 1998, shall be granted a maximum amount of previous teaching credit of thirteen years. Employees whose effective date of employment is on or after July 1, 1999, shall be granted a maximum amount of previous teaching credit of fourteen years. Employees whose effective date of employment is on or after July 1, 2000, shall be granted a maximum amount of previous teaching credit of fifteen years. Employees whose effective date of employment is on or after July 1, 2005, shall be granted a maximum amount of previous teaching credit as follows: if rating in on Column I or II, four years; if rating in on Column III, nine years. The previous teaching is to be public school teaching experience or private or non-public school teaching experience, providing the certificated employee held a teaching credential valid in the state where the teaching was done at the time the teaching was done. To receive credit for teaching done outside the U.S.A., the candidate must have held a valid teaching credential in a state of the U.S.A. at the time said service was rendered or have their experience evaluated by the Superintendent or designee on an individual case basis for credit determination. For the purposes of this section, teaching experience shall be defined as any credentialed service including, but not limited to, teaching, speech and language, counseling, and school nursing.

For purposes of this section, a year is defined as at least 75% of the days school was in session. A year's experience may not be accumulated by combining two or more periods of teaching in different school years, even though these shorter periods may, when combined, total a school year.

Employees who have served in the District, have resigned, then are reemployed, shall have their salary schedule placement reflect service for which they had been previously credited.

Employees who have taught in an Adult School program on a full-time basis shall be placed on the Salary Schedule for Certificated Bargaining Unit Members in accordance with these

provisions and credited for those years of such Adult School service during which a valid credential was held.

2. **CREDIT FOR MILITARY OR PEACE CORPS SERVICE.** A maximum of one year of credit shall be granted for military experience or service in the Peace Corps.
3. **QUALIFYING FOR ANNUAL INCREMENT.** Each certificated employee shall qualify for an annual increment at the beginning of the school year providing service has been rendered to the District in other than day-to-day substitute status for seventy-five (75) percent of the days school was in session during the preceding school year. A certificated employee commencing employment with the District at the start of, or during, the second semester as a probationary, temporary, or as a long-term substitute employee, shall qualify for an annual increment (step advancement) at the beginning of the next subsequent second semester provided that during the preceding two semesters service has been rendered to the District for seventy-five (75) percent of the days school was in session.

A Certificated employee returning from a one-semester leave which does not provide for progress on the salary schedule shall qualify for an annual increment (step advancement) in February or September of the returning year following completion of a teaching period equivalent to the period spent on leave. Unit members shall retain this subsequently acquired anniversary date for future step increments.

4. **EVALUATION OF UNITS AND TRANSCRIPTS.** Evaluation of requests for units and of all transcripts affecting salaries are made as follows:
  - \* To qualify for advancement on the salary schedule for the first semester of the school year, verification of the completion of work must be received and filed in Personnel Services on or before the first instructional day of the first semester.
  - \* To qualify for advancement on the salary schedule for the second semester of the school year, verification of the completion of work must be received and filed in Personnel Services on or before the first instructional day of the second semester.
  - \* Verification of work completed may be initially by a college or university document, such as by grade card, written and signed statement of the instructor, computer print-out, or unofficial transcript, containing the name(s) of the course(s), number of units, whether the units are quarter or semester, the grade earned (e.g. A-F, Pass/Fail, Credit/No Credit), and date and term (e.g. Fall 1997), provided, however, that an official transcript is submitted as soon thereafter as possible.

Progress on the salary schedule is made by submitting semester units. A quarter unit is counted as two-thirds of a semester unit.

Any fraction of units over one-half will be recognized as a whole unit when needed for a change of class at any point in the salary schedule. Acknowledgement of the submission of transcripts and other documents indicating the completion of college or university work will be provided in writing at the time these documents are submitted by the employee to the Department of Personnel Services.

5. **CLASS II REQUIREMENT.** Class II requires 15 units beyond the Bachelor's Degree. However, holders of a General Secondary credential or a Clear Standard Teaching credential with specialization in secondary or elementary teaching are eligible to be placed in Class II, even though credential requirements were fulfilled by taking work prior to the date of the granting of the Bachelor's Degree. Such credit earned before the date of the granting of the Bachelor's Degree cannot be credited for salary placement purposes. Credits recognized for placement on the salary schedule must have been earned after the date the Bachelor's Degree was granted.
6. **CLASS III REQUIREMENT.** Class III requires a Bachelor's Degree and 30 semester units.
7. **CLASS IV REQUIREMENT.** Class IV requires a Bachelor's Degree and 45 units.
8. **CLASS V REQUIREMENT.** Class V requires a Bachelor's Degree and 60 units.
9. **CLASS VI REQUIREMENT.** Class VI requires a Bachelor's Degree and 75 units.
10. **ANNIVERSARY STEP.** Personnel who have completed three (3) years of service at Step 15 in Class V or Class VI qualify for placement on the 18th year Anniversary Step. Personnel who have completed three (3) years of service on Step 18 in Class V or Class VI qualify for placement on the 21st Anniversary Step. Personnel who have completed three (3) years of service on Step 21 in Class VI qualify for placement on the 24th Anniversary Step.
11. **CLASS TRANSFER.** Transfer from Class to Class may be made by submitting evidence of completion of college or university units of upper division or graduate work, or of units taken to fulfill requirements to secure a credential. Lower division, correspondence, and extension course work shall be accepted for all Classes if approved by the Professional Advancement Committee on the basis of the value of the work undertaken related to current assignment and/or additional credential/certificate authorizations.

Nurses may earn three (3) quarter units or two (2) semester units for credit toward salary advancement for every 30 hours of continuing education taken within any two-year period of time to fulfill license renewal requirements.

All petitions requiring special consideration and all lower division, correspondence, or extension courses for which credit is desired must be reviewed by the Professional Advancement Committee and such applications **SHOULD BE SUBMITTED PRIOR TO TAKING THE WORK.**

12. **SPECIAL CREDENTIALS AND CLASS ADVANCEMENT.** Industrial education teachers holding the Special Secondary Limited Credential in Industrial Arts Education, a Preliminary Vocational Credential - Full Time, or the Special Secondary Vocational Class A Credential in Trade and Industrial and Public Service Education will be placed in Class I. For advancement on

the salary schedule, these credentials will be accepted as equivalent to a Bachelor's Degree when the requirements as listed in the Regulations Relating to Credential for Public School Service have been completed. Holders of this credential may advance to Class II upon completion of 15 units of upper division or graduate courses, to Class III upon completion of 30 units, to Class IV upon completion of 45 units, to Class V upon completion of 60 units, or to Class VI upon completion of 75 units.

Vocational experience of vocational education teachers may be used for rating in purposes if the following conditions are determined by the Superintendent or designee to be met: the experience is related to the field to which a teacher is assigned; such experience must have occurred after completion of an approved four-year learning period, and such learning period shall consist of an apprenticeship, a recognized equivalent occupational or collegiate-level preparation, or a combination of the two. One year of vocational experience used either for the learning period or step placement shall be cumulative over one or more calendar years and shall consist of 250 days.

13. **MOVEMENT FROM SALARY SCHEDULE A-1-NC TO SALARY SCHEDULE A-1.** The District shall accept a university issued "C-19" letter or equivalent as verification of successful completion of the credential requirements. A bargaining unit member who submits a university issued "C-19" letter or equivalent shall be placed on Salary Schedule A-1 at the accrued step provided that a credential is submitted as soon thereafter as possible. Placement on Salary Schedule A-1 shall be made effective the semester following the date of completion of the work for a credential, as verified by the college or university, but in no case shall the effective date of placement on Salary Schedule A-1 be retroactive to more than one (1) semester from the date of submission of the "C-19" letter or its equivalent to Personnel Services.
14. **TRUNCATION.** Step 5 in Class I, Step 5 in Class II, Step 10 in Class III and Step 15 in Class IV are the maximum steps for advancement in these Classes.
15. Effective July 1, 1980, Nurses, Librarians and Counselors are included on the Salary Schedule for Certificated Bargaining Unit Members.
16. Counselors, Nurses and Librarians shall be paid their daily rate of pay for days worked in excess of the approved work year.
17. **VOCATIONAL CREDENTIAL STIPEND.** Certificated employees who have a recognized vocational credential in addition to a Bachelor's Degree shall be paid an annual stipend of \$394 effective July 1, 1985.

<b>EXHIBIT B-1: MONTHLY SALARY SCHEDULE FOR AROUND THE BELL TEACHERS CERTIFICATED BARGAINING UNIT MEMBERS</b>
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**BURBANK UNIFIED SCHOOL DISTRICT  
SALARY SCHEDULE FOR AROUND THE BELL TEACHER CERTIFICATED  
BARGAINING UNIT MEMBERS\*  
Effective July 1, 2023**

Salary Rating	Class I 20 or fewer Units	Class II 30-59 Units*	Class III 60-89 Units*	Class IV 90 or more Units*	Class V B.A. Degree or Higher*
1	3,452	3,538	3,149	3,307	3,467
2	3,622	3,713	3,307	3,467	3,646
3	3,804	3,898	3,467	3,646	3,825
4	3,988	4,092	3,646	3,825	4,018
5	4,193	4,301	3,825	4,018	4,213
6	4,399	4,513	4,018	4,213	4,426
7	4,621	4,736	4,213	4,426 3,307	4,652
8					4,881

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\* At least 24 of the units must be in Child Development

**Anniversary Increment-** Monthly certificated Around the Bell teachers who have earned 12 years of creditable service by the first day of the fiscal year will receive an anniversary increment of \$205 per creditable month. Monthly certificated Around the Bell teachers who have earned 16 years of creditable service by the first day of the fiscal year will receive an additional anniversary increment of \$205 per creditable month. Monthly certificated Around the Bell teachers who have earned 20 years of creditable service by the first day of the fiscal year will receive an additional anniversary increment of \$205 per creditable month. This amount will be prorated for a part-time teacher.

**Overtime-** When the Director requires a Around the Bell teacher to work in excess of eight (8) hours per day of in excess of forty (40) hours per week, that teacher shall receive compensation at one and one-half times the hourly equivalent of that teacher's regular salary rate. Around the Bell teachers whose regular assignments are less than forty (40) hours per week shall be paid at the hourly equivalent of their regular rate of pay if the Director 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.

**Split Shift-** Regularly assigned Around the Bell teachers who are assigned a split shift shall be paid a \$95 differential per calendar month for such assignment. Split shift is defined as a work period divided into two parts that are separated by an interval for 30 minutes or longer.

**EXHIBIT B-2: VACATION WITH PAY FOR AROUND THE BELL TEACHERS**

**BURBANK UNIFIED SCHOOL DISTRICT**

**VACATION WITH PAY FOR AROUND THE BELL TEACHERS  
Effective July 1, 2023**

Around the Bell teachers are entitled to an annual vacation with full pay. The school year beginning July 1 and ending June 30 shall be the basis for computing vacation allowance in accordance with the following schedule:

<b>Years of Service in the Workdays Allowed for Vacation</b>		
<u>Burbank Unified School District</u>	<u>12 Month Employees</u>	<u>9.5 Month Employees</u>
1 - 2 years	15 days	12 days
3 - 4 years	18 days	14.50 days
5 years or more	21 days	17 days

A calendar month of service, for the purpose of this policy, is defined as that in which the compensation payable for such month is equal to one-half or more of the monthly salary. Therefore, vacation days, holidays, and days of absence due to illness for which compensation is received under this and other rules and regulations of the Board of Education shall not affect the computation of vacation days under this policy. No credit shall be allowed for a calendar month when less than one-half of the monthly salary is payable.

Part-time Around the Bell Teachers shall be entitled to an annual vacation pro-rated in accordance with the vacation schedule shown above.

Earned vacation may be scheduled any time during the year but the District reserves the right to limit or deny requests for vacation leave when inconsistent with the District's work requirements as determined by the Superintendent or designee. Around the Bell Teachers shall request vacation leave in writing to the Superintendent or designee at least 10 working days prior to the date of requested leave. The District will respond not later than 5 working days after receipt of such requests for leave.

Accrued vacation shall be taken and carry-over shall be limited. The number of vacation days to be carried over has a limit of the number of days earned in one year. Employees shall not be entitled to earn or accrue additional vacation days above this limit.

For the purposes of computing vacation allowance, one year of Around the Bell teaching experience shall be granted for every two years of experience as an instructional aide when that experience has been in one of the District's Around the Bell programs.

**EXHIBIT B-3: RULES AND REGULATIONS FOR IMPLEMENTATION OF  
MONTHLY SALARY SCHEDULE FOR AROUND THE BELL  
TEACHERS CERTIFICATED BARGAINING UNIT MEMBERS**

**BURBANK UNIFIED SCHOOL DISTRICT**

**RULES AND REGULATIONS FOR IMPLEMENTATION OF  
SALARY SCHEDULE FOR AROUND THE BELL TEACHER CERTIFICATED  
BARGAINING UNIT MEMBERS**

**Effective July 1, 2023**

1. Three years of outside experience is the maximum amount of credit recognized for previous teaching. This is to be pre-Kindergarten teaching or public-school teaching experience from Kindergarten through Grade 6, providing the employee held a valid Around the Bell permit or teaching credential at the time the teaching was done.

For the purposes of rating-in only, one year of Around the Bell teaching experience shall be granted for every two years of experience as an instructional aide when that experience has been in one of the District's Around the Bell programs. If an Around the Bell instructional aide is hired as a Around the Bell teacher and the employee previously served in an Around the Bell II position for 75% or more of a year, year-for-year credit shall be granted for experience earned as an Around the Bell II aide.

A Burbank Unified School District Around the Bell instructional aide hired as a Around the Bell teacher shall be placed on the salary step that is equal to, or next in amount above, the compensation the employee received as an Around the Bell I instructional aide with placement restricted, however, to the Class applicable to the number of units earned.

2. A certificated employee in Class I, II, III, or IV shall qualify for an annual increment (step advancement) at the beginning of the year, July 1, provided that during the preceding year he or she has rendered service to the Around the Bells for 75% of the days that the centers were in session.

A certificated employee in Class V shall qualify for an annual increment at the beginning of the year, July 1, provided he or she rendered service to the Around the Bells for 75% of the days that the centers were in session.

A certificated employee commencing employment at the Around the Bells at the start of the second half of the school year, January 1, shall qualify for an annual increment (step advancement) at the next January 1, provided that during the preceding year he has met the requirements described above.

3. Evaluation of requests for units and for all transcripts affecting salaries are made as follows:
  - \* To qualify for advancement on the salary schedule for the first half of the fiscal year, verification of the completion of work must be received and filed in Personnel Services on or before July 1.



- \* To qualify for advancement on the salary schedule for the second half of the fiscal year, verification of the completion of work must be received and filed in Personnel Services on or before January 2.
- Verification of work completed may be initially by grade card or written and signed statement of the instructor, provided, however, that an official transcript is submitted as soon thereafter as possible.

Progress on the salary schedule is made by submitting semester units. A quarter unit is counted as two-thirds of a semester unit.

Any fraction of units over one-half will be recognized as a whole unit when needed for a change of class at any point in the salary schedule. Acknowledgement of the submission of transcripts and other documents indicating the completion of college or university work will be provided in writing at the time these documents are submitted by the employee to the Department of Personnel Services.

4. Progress on the salary schedule is limited to not more than one class per year.

<b>EXHIBIT C: SALARY SCHEDULE FOR COACHING SERVICES</b>
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**BURBANK UNIFIED SCHOOL DISTRICT  
SALARY SCHEDULE FOR COACHING SERVICES  
Effective July 1, 2023**

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.

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 10</b>	<b>STEP 15</b>	<b>STEP 20</b>
Athletic Coordinator (1)	8,820	9,012	9,213	9,408	9,605	9,803	10,198	10,590	10,984
*Varsity Football (2)	4,918	5,115	5,309	5,508	5,707	5,904	6,303	6,690	7,088
*Assistant Varsity Football (2)	4,429	4,628	4,820	5,017	5,218	5,414	5,808	6,206	6,599
*Junior Varsity Football (2)	4,429	4,628	4,820	5,017	5,218	5,414	5,808	6,206	6,599
*Frosh Football (2)	4,429	4,628	4,820	5,017	5,218	5,414	5,808	6,206	6,599
Varsity (other sports)	4,429	4,628	4,820	5,017	5,218	5,414	5,808	6,206	6,599
Junior Varsity (other sports)	3,990	4,190	4,383	4,581	4,777	4,976	5,369	5,762	6,159
Soph, Frosh, Soph/Frosh (other sports)	3,990	4,190	4,383	4,581	4,777	4,976	5,369	5,762	6,159

**\*\*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)	Track (4)
Basketball (3)	Softball (4)	Volleyball (Fall) (2)
Cross Country (2)	Swimming (4)	Volleyball (Spring) (4)
Golf (Fall) (2)	Tennis (Fall) (2)	Water Polo (2)
Golf (Spring) (4)	Tennis (Spring) (4)	Water Polo (Winter) (2)

- (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 \$227 will be paid to the Varsity Coach for each CIF playoff game in which his/her team participates, and a stipend of \$127 will be paid to each Assistant Coach for each CIF playoff game in which his/her team participates.

<b>EXHIBIT D-1: HOURLY SALARY SCHEDULE FOR ADULT SCHOOL TEACHERS CERTIFICATED BARGAINING UNIT MEMBERS</b>
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**BURBANK UNIFIED SCHOOL DISTRICT**

**HOURLY SALARY SCHEDULE FOR ADULT SCHOOL TEACHER CERTIFICATED  
BARGAINING UNIT MEMBERS\***  
**Effective July 1, 2023**

Step	Column I Non-Academic Standard Designated Subjects Credential	Column II Bachelor's Degree + 30 semester units or Academic Standard Designated Subjects Credential	Column III Bachelor's Degree + 60 semester units or Master's Degree + 45 semester units or Academic Standard Designated Subjects Credential + 25 semester Units
1	\$47.41	\$49.54	\$51.56
2	\$49.32	\$51.56	\$53.82
3	\$51.37	\$53.55	\$55.91
4	\$53.38	\$55.76	\$58.12
5	\$55.50	\$57.95	\$60.52
6	\$57.76	\$60.26	\$62.91
10*			\$65.46

**Note:** Progress on the salary schedule is made by submitting semester units.

\* Anniversary Step

**EXHIBIT D-2: SALARY SCHEDULE FOR ADULT SCHOOL RESOURCE TEACHER  
AND EVENING PROGRAM COORDINATOR CERTIFICATED  
BARGAINING UNIT MEMBERS**

**BURBANK UNIFIED SCHOOL DISTRICT**

**SALARY SCHEDULE FOR ADULT SCHOOL RESOURCE TEACHER AND  
EVENING PROGRAM COORDINATOR  
CERTIFICATED BARGAINING UNIT MEMBERS\*  
Effective July 1, 2023**

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<u>Step</u>	<u>Annual Rate</u>
1	\$77,233
2	\$80,324
3	\$83,530
4	\$86,874
5	\$90,346
6	\$93,961

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**EXHIBIT D-3: RULES AND REGULATIONS FOR IMPLEMENTATION OF  
HOURLY SALARY SCHEDULE FOR ADULT SCHOOL TEACHER  
CERTIFICATED BARGAINING UNIT MEMBERS**

**BURBANK UNIFIED SCHOOL DISTRICT**

**RULES AND REGULATIONS FOR IMPLEMENTATION OF  
ADULT SCHOOL CERTIFICATED HOURLY SALARY SCHEDULE  
Effective July 1, 2023**

1. Employees whose effective date of employment is on or after July 1, 1992 shall be granted a maximum amount of previous teaching credit, or credit for outside experience related to the assignment, of two (2) years.
2. Adult school teachers who have taught 54 hours or more during the preceding school year will advance one step on the schedule.
3. Employees who have served in the Burbank Adult School and who have resigned or been laid off and then are reemployed, shall have their salary schedule placement reflect service for which they had been previously credited.

<b>EXHIBIT E: HOURLY SALARY SCHEDULE FOR CAREER TECHNICAL EDUCATION TEACHERS CERTIFICATED BARGAINING UNIT MEMBERS</b>
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**BURBANK UNIFIED SCHOOL DISTRICT**

**HOURLY SALARY SCHEDULE FOR CAREER TECHNICAL EDUCATION  
CERTIFICATED BARGAINING UNIT MEMBERS\***  
**Effective July 1, 2023**

STEP	HOURLY RATE
1	\$51.61
2	\$53.69
3	\$55.84
4	\$58.13
5	\$60.43

**IMPLEMENTATION**

- 1 Movement from step to step will be on the basis of two semesters service for one step movement.
- 2 Teachers will be rated in on this schedule up to an including the third step. Creditable service shall be either of the following or a combination thereof:
  - a. Teaching in a vocationally funded program requiring a vocational credential, on a year basis, as defined in paragraph 1 of Exhibit A-2
  - b. Employment within the last five years in vocational positions directly related to the course to be taught. Credit shall be on a year for year basis.
- 3 Burbank Adult School experience in the same subject area will be rated in on a year for year basis up to step five.
- 4 Permanent employees will be considered for any C.T.E. assignments before other candidates are considered.

<b>EXHIBIT F: MISCELLANEOUS SALARY RATES</b>
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**BURBANK UNIFIED SCHOOL DISTRICT**

**MISCELLANEOUS SALARY RATES**

**Effective July 1, 2023**

Summer School Teacher	53.46	per hour
Summer School Teacher – Severely Handicapped / Autism	66.99	per hour
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

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	1,538	per unit (may be applied as a percentage)

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

<b>EXHIBIT G: EXTRA COMPENSATION FOR CO/EXTRACURRICULAR ACTIVITIES</b>
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**BURBANK UNIFIED SCHOOL DISTRICT**

**EXTRA COMPENSATION FOR CO/EXTRACURRICULAR ACTIVITIES**  
**Effective July 1, 2023**

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.

<b>High School Level Only</b>	<b>November</b>	<b>February</b>	<b>April</b>	<b>June</b>
<b>Category A</b>				
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	1,197	1,197	1,197
<b>Category B</b>				
Drill Team	1,081	1,081	1,081	1,081
Spirit Squad	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
Forensics	1,081	1,081	1,081	1,081
Dance	1,081	1,081	1,081	1,081
<b>Category C</b>				
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		
<b>Middle School Level Only</b>	<b>November</b>	<b>February</b>	<b>April</b>	<b>June</b>
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
<b>Elementary School Level Only</b>	<b>November</b>	<b>February</b>	<b>April</b>	<b>June</b>
Chorus	344	344	344	344
<b>All Levels (Site Funded)</b>	<b>November</b>	<b>February</b>	<b>April</b>	<b>June</b>
Club Advisor*	395**	395**	395**	395**

\* Or portion thereof



**EXHIBIT H: PAY SCHEDULE FOR CERTIFICATED HOURLY OR SPECIAL ASSIGNMENTS**

**BURBANK UNIFIED SCHOOL DISTRICT  
PAY SCHEDULE FOR CERTIFICATED HOURLY OR SPECIAL ASSIGNMENTS  
Effective January 1, 2023**

**School Playgrounds** **Hourly Rate**

After School Playground Leader:

Middle School – Credential Required \$21.03

High School – Credential Required \$21.03

**Summer Recreation** **Hourly Rate**

Walk-On Coach I – Credential Required Minimum Wage

Walk-On Coach II – Credential Required \$21.03

<b>EXHIBIT I: HEALTH AND WELFARE PREMIUMS</b>
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**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2022**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>PERS Anthem HMO Select</u></b>			
Employee only	\$811.78	\$811.78	\$0.00
Two Party	\$1,623.55	\$1,212.00	\$411.55
Family	\$2,110.62	\$1,212.00	\$898.62
<b><u>PERS Anthem HMO Traditional</u></b>			
Employee only	\$1,122.68	\$1,122.68	\$0.00
Two Party	\$2,245.37	\$1,212.00	\$1,033.37
Family	\$2,918.98	\$1,212.00	\$1,706.98
<b><u>PERS Blue Shield Access+ HMO</u></b>			
Employee only	\$935.84	\$935.84	\$0.00
Two Party	\$1,871.69	\$1,212.00	\$659.69
Family	\$2,433.19	\$1,212.00	\$1,221.19
<b><u>PERS Blue Shield Trio</u></b>			
Employee only	\$801.76	\$801.76	\$0.00
Two Party	\$1,603.51	\$1,212.00	\$391.51
Family	\$2,084.57	\$1,212.00	\$872.57
<b><u>PERS Health Net Saludy Mas</u></b> (*Minimal Providers & Locations)			
Employee only	\$556.64	\$556.64	\$0.00
Two Party	\$1,113.29	\$1,113.29	\$0.00
Family	\$1,447.27	\$1,212.00	\$235.27
<b><u>PERS Health Net SmartCare</u></b>			
Employee only	\$917.95	\$917.95	\$0.00
Two Party	\$1,835.90	\$1,212.00	\$623.90
Family	\$2,386.68	\$1,212.00	\$1,174.68
<b><u>PERS Kaiser</u></b>			
Employee only	\$863.74	\$863.74	\$0.00
Two Party	\$1,727.47	\$1,212.00	\$515.47
Family	\$2,245.72	\$1,212.00	\$1,033.72
<b><u>PERS Unitedhealthcare</u></b>			
Employee only	\$926.22	\$926.22	\$0.00
Two Party	\$1,852.44	\$1,212.00	\$640.44
Family	\$2,408.17	\$1,212.00	\$1,196.17

**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2022**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>PERS Gold 80/20</u></b>			
Employee only	\$690.67	\$690.67	\$0.00
Two Party	\$1,381.34	\$1,212.00	\$169.34
Family	\$1,795.75	\$1,212.00	\$583.75
<b><u>PERS Platinum 90/10</u></b>			
Employee only	\$1,036.04	\$1,036.04	\$0.00
Two Party	\$2,072.09	\$1,212.00	\$860.09
Family	\$2,693.71	\$1,212.00	\$1,481.71

**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2022**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b>DELTA DENTAL PPO</b>			
Employee only	\$65.63	\$65.63	\$0.00
Two Party	\$136.08	\$65.63	\$70.45
Family	\$213.01	\$65.63	\$147.38
<b>DELTA CARE HMO</b>			
Employee or Family Composite	\$45.45	\$45.45	\$0.00
<b>VISION SERVICE PLAN (VSP)</b>			
Employee only	\$13.87	\$13.87	\$0.00
Two Party	\$30.03	\$13.87	\$16.16
Family	\$30.03	\$13.87	\$16.16
<b>MUTUAL OF OMAHA</b>			
Certificated	\$7.20	\$7.20	\$0.00
Management	\$4.80	\$4.80	\$0.00
Classified	\$4.80	\$4.80	\$0.00
<b>CIGNA BEHAVIORAL Employee Assistance Plan (district paid)</b>			
<small>Employees are automatically enrolled</small>			
Composite	\$2.27	\$2.27	\$0.00

**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2023**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>PERS Anthem HMO Select</u></b>			
Employee only	\$885.49	\$885.49	\$0.00
Two Party	\$1,770.98	\$1,225.00	\$545.98
Family	\$2,302.28	\$1,225.00	\$1,077.28
<b><u>PERS Anthem HMO Traditional</u></b>			
Employee only	\$1,131.28	\$1,131.28	\$0.00
Two Party	\$2,262.55	\$1,225.00	\$1,037.55
Family	\$2,941.32	\$1,225.00	\$1,716.32
<b><u>PERS Blue Shield Access+ HMO</u></b>			
Employee only	\$885.95	\$885.95	\$0.00
Two Party	\$1,771.90	\$1,225.00	\$546.90
Family	\$2,303.46	\$1,225.00	\$1,078.46
<b><u>PERS Blue Shield Trio</u></b>			
Employee only	\$793.79	\$793.79	\$0.00
Two Party	\$1,587.58	\$1,225.00	\$362.58
Family	\$2,063.84	\$1,225.00	\$838.84
<b><u>PERS Health Net Salud y Mas</u></b>			
Employee only	\$727.61	\$727.61	\$0.00
Two Party	\$1,455.22	\$1,225.00	\$230.22
Family	\$1,891.78	\$1,225.00	\$666.78
<b><u>PERS Health Net SmartCare</u></b>			
Employee only	\$906.35	\$906.35	\$0.00
Two Party	\$1,812.70	\$1,225.00	\$587.70
Family	\$2,356.50	\$1,225.00	\$1,131.50
<b><u>PERS Kaiser</u></b>			
Employee only	\$905.57	\$905.57	\$0.00
Two Party	\$1,811.14	\$1,225.00	\$586.14
Family	\$2,354.47	\$1,225.00	\$1,129.47
<b><u>PERS UnitedHealthcare Signature Value Alliance</u></b>			
Employee only	\$948.55	\$948.55	\$0.00
Two Party	\$1,897.10	\$1,225.00	\$672.10
Family	\$2,466.24	\$1,225.00	\$1,241.24

**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2023**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>PERS Gold PPO 80/20</u></b>			
Employee only	\$816.44	\$816.44	\$0.00
Two Party	\$1,632.89	\$1,225.00	\$407.89
Family	\$2,122.75	\$1,225.00	\$897.75
<b><u>PERS Platinum PPO 90/10</u></b>			
Employee only	\$1,191.11	\$1,191.11	\$0.00
Two Party	\$2,382.22	\$1,225.00	\$1,157.22
Family	\$3,096.88	\$1,225.00	\$1,871.88

**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2023**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>DELTA DENTAL PPO</u></b>			
Employee only	\$66.94	\$66.94	\$0.00
Two Party	\$138.80	\$66.94	\$71.86
Family	\$217.27	\$66.94	\$150.33
<b><u>DELTA CARE HMO</u></b>			
Employee or Family Composite	\$45.45	\$45.45	\$0.00
<b><u>VISION SERVICE PLAN (VSP)</u></b>			
Employee only	\$12.98	\$12.98	\$0.00
Two Party	\$28.10	\$12.98	\$15.12
Family	\$28.10	\$12.98	\$15.12
<b><u>MUTUAL OF OMAHA</u></b>			
Certificated	\$7.20	\$7.20	\$0.00
Management	\$4.80	\$4.80	\$0.00
Classified	\$4.80	\$4.80	\$0.00
<b><u>CIGNA BEHAVIORAL</u></b>			
<b>Employee Assistance Plan (district paid)</b>			
<small>Employees are automatically enrolled</small>			
Composite	\$2.27	\$2.27	\$0.00

**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2024**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

**HMO Plans**

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>PERS Anthem HMO Select</u></b>			
Employee only	\$1,009.36	\$1,009.36	\$0.00
Two Party	\$2,018.71	\$1,325.00	\$693.71
Family	\$2,624.33	\$1,325.00	\$1,299.33
<b><u>PERS Anthem HMO Traditional</u></b>			
Employee only	\$1,215.20	\$1,215.20	\$0.00
Two Party	\$2,430.41	\$1,325.00	\$1,105.41
Family	\$3,159.53	\$1,325.00	\$1,834.53
<b><u>PERS Blue Shield Access+ HMO</u></b>			
Employee only	\$907.98	\$907.98	\$0.00
Two Party	\$1,815.96	\$1,325.00	\$490.96
Family	\$2,360.75	\$1,325.00	\$1,035.75
<b><u>PERS Blue Shield Trio</u></b>			
Employee only	\$845.63	\$845.63	\$0.00
Two Party	\$1,691.26	\$1,325.00	\$366.26
Family	\$2,198.63	\$1,325.00	\$873.63
<b><u>PERS Health Net Salud y Mas</u></b>			
Employee only	\$756.16	\$756.16	\$0.00
Two Party	\$1,512.31	\$1,325.00	\$187.31
Family	\$1,966.01	\$1,325.00	\$641.01
<b><u>PERS Kaiser</u></b>			
Employee only	\$1,038.49	\$1,038.49	\$0.00
Two Party	\$2,076.98	\$1,325.00	\$751.98
Family	\$2,700.08	\$1,325.00	\$1,375.08
<b><u>PERS UnitedHealthcare Signature Value Alliance</u></b>			
Employee only	\$991.73	\$991.73	\$0.00
Two Party	\$1,983.46	\$1,325.00	\$658.46
Family	\$2,578.49	\$1,325.00	\$1,253.49
<b><u>PERS UnitedHealthcare Signature Value Harmony</u></b>			
Employee only	\$881.71	\$881.71	\$0.00
Two Party	\$1,763.42	\$1,325.00	\$438.42
Family	\$2,292.46	\$1,325.00	\$967.46



**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2024**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

**PPO Plans**

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>PERS Gold PPO 80/20</u></b>			
Employee only	\$942.34	\$942.34	\$0.00
Two Party	\$1,884.67	\$1,325.00	\$559.67
Family	\$2,450.08	\$1,325.00	\$1,125.08
<b><u>PERS Platinum PPO 90/10</u></b>			
Employee only	\$1,357.76	\$1,325.00	\$32.76
Two Party	\$2,715.53	\$1,325.00	\$1,390.53
Family	\$3,530.18	\$1,325.00	\$2,205.18

**BURBANK UNIFIED SCHOOL DISTRICT  
HEALTH AND WELFARE PREMIUMS  
Effective January 1, 2024**

These rates reflect a 10thly premium.

Please Note – Your employee deduction amount will be larger if you work less than full time.

	<b>Monthly Premium</b>	<b>Monthly District Contribution</b>	<b>Monthly Employee Deduction</b>
<b><u>DELTA DENTAL PPO</u></b>			
Employee only	\$68.28	\$68.28	\$0.00
Two Party	\$141.58	\$68.28	\$73.30
Family	\$221.62	\$68.28	\$153.34
<b><u>DELTA CARE HMO</u></b>			
Employee or Family Composite	\$45.45	\$45.45	\$0.00
<b><u>VISION SERVICE PLAN (VSP)</u></b>			
Employee only	\$12.98	\$12.98	\$0.00
Two Party	\$28.10	\$12.98	\$15.12
Family	\$28.10	\$12.98	\$15.12
<b><u>MUTUAL OF OMAHA</u></b>			
Certificated	\$7.20	\$7.20	\$0.00
Management	\$4.80	\$4.80	\$0.00
Classified	\$4.80	\$4.80	\$0.00
<b><u>CIGNA BEHAVIORAL Employee Assistance Plan (district paid)</u></b>			
<small>Employees are automatically enrolled</small>			
Composite	\$1.89	\$1.89	\$0.00

**EXHIBIT J-1: SCHOOL CALENDARS FOR 2022-2023**

**Burbank Unified School District  
K – 12 and Monterey Instructional Calendar for 2022-2023**

**Fall Semester**

Independence Day Holiday (All offices and schools closed July 4) .....	Monday, July 4
District Staff Development .....	August 8-10
Teacher Workdays .....	August 11, 12
Instruction Begins .....	Monday, August 15
Labor Day Holiday (All offices and schools closed).....	Monday, September 5
Back-to-School Night - Elementary Schools** .....	August 25
Back-to-School Night – Middle Schools** .....	September 8
Back-to-School Night - High Schools** .....	September 7
Minimum Teaching Day for Middle Schools .....	October 12
Veterans Day (All offices and schools closed).....	Friday, November 11
Elementary Schools Only: Non-student attendance: Parent-Teacher Conference .....	November 14
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences.....	November 14 – 18
Non-Instructional Day .....	November 23
Thanksgiving Holidays (All offices and schools closed) .....	November 24, 25
Final Exam Schedule for Comprehensive High Schools .....	December 20, 21, 22
Minimum Teaching Day for Middle Schools .....	<del>Friday</del> <b>Thursday, December 23</b>
Minimum Teaching Day for Elementary .....	Friday, December 23
Semester Ends, Pupil Free Secondary/Shortened Day K-5 .....	Friday, December 23
Winter Recess .....	December 26 – January 6

(All offices and schools closed December 26, 27 and January, 2, 3)

**Spring Semester**

School Reopens / Instruction Begins .....	Monday, January 9
Martin Luther King Day (All offices and schools closed).....	Monday, January 16
Lincoln Holiday (All offices and schools closed).....	Monday, February 13
President’s Day (All offices and schools closed) .....	Monday, February 20
Minimum Teaching Day for Middle Schools .....	February 22
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences. .....	February 21-February 27
Open House - High Schools** .....	March 9
Open House - Elementary Schools** .....	March 8 or April 27
Open House - Middle Schools** .....	March 15
Spring Recess (All offices and schools closed March 23, 24***).....	March 20-24
School Reopens.....	Monday, March 27
Final Exam Schedule for Comprehensive High Schools .....	May 23, 24, 25
Minimum Day K-12 Semester Ends .....	Thursday, May 25
Teacher Work Day & Check-out .....	Friday, May 26
Memorial Day (All offices and schools closed) .....	Monday, May 29
Summer School Opens.....	Wednesday, June 5

\*\* All schools have shortened days the day following Back to School Night and Open House

\*\*\* In lieu of Admission Day

Adopted April 21, 2022 by the Board of Education

**Revised May 23, 2022**

## 2022-2023 BUSD Adult School Instructional Calendar

### ESL Program

ESL Registration (Fall Session).....	August 8 - 11
Instruction Begins .....	August 15
All Staff Meeting (12:00-3:00 p.m.) .....	August 19
Open House – Adult School.....	August 24
Labor Day Holiday (All offices and schools closed) .....	September 5
Back-to-School Night - High Schools (No Adult Classes at BHS & JBHS).....	TBD
Veterans Day (All offices and schools closed) .....	November 11
Adult School – <b>No Classes</b> .....	November 23
Thanksgiving Holidays (All offices and schools closed).....	November 24, 25, 26
Fall Semester Ends .....	December 17
Winter Recess (ESL).....	December 19 – January 7
(All offices and school closed December 26, 27; January 2, 3)	
School Reopens, ESL Registration (Spring Session).....	January 9 - 12
Martin Luther King, Jr Day (All offices and schools closed) .....	January 16
Instruction Begins .....	January 17
Open House – Adult School.....	January 18
All Staff Meeting (12:00 – 3:00 p.m.).....	January 20
Lincoln Holiday (All offices and schools closed).....	February 13
Presidents’ Day (All offices and schools closed).....	February 20
Open House – High Schools (No Adult Classes at BHS & JBHS).....	TBD
Spring Recess (All offices and schools closed).....	March 20 – March 25
Spring Semester Ends (ESL).....	May 13
Memorial Day (All offices and schools closed).....	May 29

### Academic Program

Instruction Begins (Learning Center).....	August 8
Instruction (Academic/ABE).....	August 15
All Staff Meeting (12:00-3:00 p.m.) .....	August 19
Open House – Adult School.....	August 24
Labor Day Holiday (All offices and schools closed) .....	September 5
Back-to-School Night - High Schools (No Adult Classes at BHS) .....	TBD
Veterans Day (All offices and schools closed) .....	November 11
Adult School – <b>No Classes</b> .....	November 23
Thanksgiving Holidays (All offices and schools closed).....	November 24, 25, 26
Fall Semester Ends (ABE, Learning Center and Academic) .....	December 17
Winter Recess (Academic).....	December 19 – January 6
(All offices and school closed December 26, 27; January 2, 3)	
School Reopens, Spring Semester Instruction Begins (Learning Center/ABE).....	January 9
Spring Semester Instruction Begins (Academic) .....	January 9
Martin Luther King, Jr Day (All offices and schools closed) .....	January 16
Open House – Adult School.....	January 18
All Staff Meeting (12:00 – 3:00 p.m.).....	January 20
Lincoln Holiday (All offices and schools closed).....	February 13
Presidents’ Day (All offices and schools closed).....	February 20
Open House – High Schools (No Adult Classes at BHS).....	TBD
Spring Recess (All offices and schools closed).....	March 20 – March 25
Graduation.....	<del>May 24</del> <b>May 17</b>
Spring Semester Instruction Ends (Learning Center/ABE/Academic) .....	May 25
Memorial Day (All offices and schools closed).....	May 29

Adopted May 5, 2022 by the Board of Education  
Revised August 18, 2022

**2022-2023 BUSD Adult School  
Instructional Calendar**

**Parent Education Program**

Instruction Begins (Parent Ed).....	August 15
All Staff Meeting (12:00-3:00 p.m.) .....	August 19
Open House – Adult School.....	August 24
Labor Day Holiday (All offices and schools closed) .....	September 5
Veterans Day (All offices and schools closed) .....	November 11
Adult School – <b>No Classes</b> .....	November 23
Thanksgiving Holidays (All offices and schools closed).....	November 24, 25, 26
Fall Semester Ends (Parent Ed).....	December 9
Winter Recess (Parent Ed) .....	December 12 – January 6
(All offices and school closed December 26, 27; January 2, 3)	
School Reopens, Spring Semester Instruction Begins (Parent Ed) .....	January 9
Martin Luther King, Jr Day (All offices and schools closed) .....	January 16
Open House – Adult School.....	January 18
All Staff Meeting (12:00 – 3:00 p.m.).....	January 20
Lincoln Holiday (All offices and schools closed) .....	February 13
Presidents’ Day (All offices and schools closed).....	February 20
Spring Recess (All offices and schools closed).....	March 20 – March 25
Spring Semester Instruction Ends (Parent Ed).....	May 12
Memorial Day (All offices and schools closed).....	May 29



**EXHIBIT J-2: SCHOOL CALENDARS FOR 2023-2024**

**Burbank Unified School District  
K – 12 and Monterey Instructional Calendar for 2023-2024**

**Fall Semester**

Independence Day Holiday (All offices and schools closed July 4) .....	Tuesday, July 4
District Staff Development .....	August 7-9
Teacher Workdays.....	August 10, 11
Instruction Begins.....	Monday, August 14
Labor Day Holiday (All offices and schools closed).....	Monday, September 4
Back-to-School Night - Elementary Schools**.....	August 24
Back-to-School Night – Middle Schools** .....	September 6
Back-to-School Night - High Schools** .....	September 7
Minimum Teaching Day for Middle Schools.....	October 11
Veterans Day (All offices and schools closed).....	Friday, November 10
Elementary Schools Only: Non-student attendance: Parent-Teacher Conference .....	November 13
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences.....	November 14 - 17
Non-Instructional Day .....	November 22
Thanksgiving Holidays (All offices and schools closed) .....	November 23, 24
Final Exam Schedule for Comprehensive High Schools.....	December 19, 20, 21
Minimum Teaching Day for Middle Schools.....	Thursday, December 21
Minimum Teaching Day for Elementary.....	Friday, December 22
Semester Ends, Pupil Free Secondary .....	Friday, December 22
Winter Recess .....	December 25 – January 5
(All offices and schools closed December 25, 26 and January 1, 2)	

**Spring Semester**

School Reopens / Instruction Begins.....	Monday, January 8
Martin Luther King Day (All offices and schools closed).....	Monday, January 15
Lincoln Holiday (All offices and schools closed).....	Monday, February 12
President’s Day (All offices and schools closed) .....	Monday, February 19
Minimum Teaching Day for Middle Schools.....	February 21
Elementary Schools Only: Minimum Days: Parent-Teacher Conferences.....	February 20 - 26
Open House - High Schools**.....	February 29
Open House - Elementary Schools** .....	March 6, April 25
Open House - Middle Schools** .....	March 14
Spring Recess (All offices and schools closed March 21, 22***).....	March 18-22
School Reopens.....	Monday, March 25
Final Exam Schedule for Comprehensive High Schools.....	May 21, 22, 23
Minimum Day K-12 Semester Ends.....	Thursday, May 23
Teacher Work Day & Check-out .....	Friday, May 24
Memorial Day (All offices and schools closed) .....	Monday, May 27
Summer School Opens.....	Monday, June 3
Juneteenth (All offices and schools closed).....	<b><u>Wednesday, June 19</u></b>

\*\* All schools have shortened days the day following Back to School Night and Open House

\*\*\* In lieu of Admission Day

Adopted January 19, 2022 by the Board of Education  
Revised April 10, 2023,  
Revised May 8, 2023, **Revised May 26, 2023**

## 2023-24 BUSD Adult School Instructional Calendar

### ESL Program

ESL Registration (Fall Session).....	August 7 - 10
Instruction Begins .....	August 14
All Staff Meeting (3:30-6:30 p.m.) .....	August 18
Labor Day Holiday (All offices and schools closed) .....	September 2 - 4
Back-to-School Night - High Schools (No Adult Classes at BHS) .....	September 7
Veterans Day (All offices and schools closed) .....	November 10 - 11
Adult School – <b>No Classes</b> .....	November 22
Thanksgiving Holidays (All offices and schools closed) .....	November 23 - 26
Fall Semester Ends .....	December 16
Winter Recess (ESL).....	December 18 – January 6
(All offices and school closed December 25, 26; January 1, 2)	
School Reopens, ESL Registration (Spring Session).....	January 8 - 11
Martin Luther King, Jr Day (All offices and schools closed) .....	January 13 - 15
Instruction Begins .....	January 16
All Staff Meeting (3:30-6:30 p.m.) .....	January 19
Lincoln Holiday (All offices and schools closed) .....	February 10 - 12
Presidents' Day (All offices and schools closed).....	February 17 - 19
Open House – High Schools (No Adult Classes at BHS) .....	March 7
Spring Recess (All offices and schools closed).....	March 18 – 23
Spring Semester Ends (ESL).....	May 24
Memorial Day (All offices and schools closed).....	May 25 - 27

### Academic Program

Instruction Begins (HSD).....	August 7
Instruction Begins (ABE and HSE) .....	August 14
All Staff Meeting (3:30-6:30 p.m.) .....	August 18
Labor Day Holiday (All offices and schools closed) .....	September 2 - 4
Veterans Day (All offices and schools closed) .....	November 10 - 11
Adult School – <b>No Classes</b> .....	November 22
Thanksgiving Holidays (All offices and schools closed).....	November 23 - 26
Fall Semester Instruction Ends (ABE, HSD and HSE).....	December 22
Winter Recess (ABE, HSD and HSE).....	December 23 – January 6
(All offices and school closed December 25, 26; January 1, 2)	
School Reopens, Spring Semester Instruction Begins (HSD and HSE) .....	January 8
Martin Luther King, Jr Day (All offices and schools closed) .....	January 13 - 15
Spring Semester Instruction Begins (ABE) .....	January 16
All Staff Meeting (3:30-6:30 p.m.) .....	January 19
Lincoln Holiday (All offices and schools closed).....	February 10 - 12
Presidents' Day (All offices and schools closed).....	February 17 - 19
Spring Recess (All offices and schools closed).....	March 18 - 23
Graduation.....	May 22
Spring Semester Instruction Ends (ABE, HSD, and HSE) .....	May 24
Memorial Day (All offices and schools closed).....	May 25 - 27

**Parent Education Program**

Instruction Begins (Parent Ed) .....	August 14
All Staff Meeting (3:30-6:30 p.m.) .....	August 18
Labor Day Holiday (All offices and schools closed) .....	September 2 - 4
Veterans Day (All offices and schools closed) .....	November 10 - 11
Adult School – <b>No Classes</b> .....	November 22
Thanksgiving Holidays (All offices and schools closed) .....	November 23 - 26
Fall Semester Ends (Parent Ed).....	December 8
Winter Recess (Parent Ed) .....	December 9 – January 6
(All offices and school closed December 25, 26; January 1, 2)	
School Reopens, Spring Semester Instruction Begins (Parent Ed) .....	January 8
Martin Luther King, Jr Day (All offices and schools closed) .....	January 13 - 15
All Staff Meeting (3:30-6:30 p.m.) .....	January 19
Lincoln Holiday (All offices and schools closed).....	February 10 - 12
Presidents' Day (All offices and schools closed).....	February 17 - 19
Spring Recess (All offices and schools closed).....	March 18 - 23
Spring Semester Instruction Ends (Parent Ed).....	May 17
Memorial Day (All offices and schools closed).....	May 25 - 27



**EXHIBIT K-1: EXAMPLES OF ELEMENTARY SCHOOL SCHEDULE OPTIONS**

**BURBANK UNIFIED SCHOOL DISTRICT  
EXAMPLES OF ELEMENTARY SCHEDULE OPTIONS**

The following schedules are examples of minimum and shortened schedules within the required minutes designated below. Some specific examples at the elementary level are:

- Shortened Days are used for Tuesdays, the day after Open House, the day after Back to School.
- Minimum Days are for Parent Conferences, and the last day of the semester.

For Grades 3, 4, and 5 there shall be no fewer than 54,001 Instructional Minutes per student.

- A Regular Instructional Day shall be 312 minutes
- A Shortened Instructional Day shall be 277 minutes
- A Minimum Instructional Day shall be 237 minutes

**Grades 1 and 2 – Shortened Days – No Divided Opening**

272 Instructional Minutes  
20 Minute Recess (first recess)  
43 Minute Lunch

**Grades 1 and 2 – Minimum Days – No Divided Opening**

Parent Conference Days  
232 Instructional Minutes  
20 Minute Recess  
43 Minute Lunch

Last Day of the Semester  
230 Instructional Minutes  
10 Minute Recess  
25 Minute Lunch

**Grades 3, 4, and 5 – Shortened Days – No Divided Opening**

277 Instructional Minutes  
20 Minute Recess (first recess)  
43 Minute Lunch

**Grades 3, 4, and 5 – Minimum Days – No Divided Opening**

Parent Conference Days  
237 Instructional Minutes  
20 Minute Recess  
43 Minute Lunch

Last Day of the Semester  
23 Instructional Minutes  
10 Minute Recess  
25 Minute Lunch

## **Kindergarten School Schedule Options**

Kindergarten has the option to implement a no-divided opening or divided opening schedule. The School Site Council shall, by May 1<sup>st</sup> of each year, determine the school schedule preference for the 2024-2025 school year from the following list options.

- A. A Regular Day with No Divided Opening
  - 8:30am to 1:30pm
  - 257 Daily Instructional Minutes
  - 43 Daily Minutes for Lunch
  
- B. A Regular Day with Divided Opening
  - 8:30am to 1:30pm – Early Birds
  - 9:30am to 2:30pm – Late Birds
  - 257 Daily Instructional Minutes
  - 43 Daily Instructional Minutes for Lunch
  
- C. A Shortened Day with No Divided Opening
  - 8:30am to 1:00pm
  - 227 Daily Instructional Minutes
  - 43 Daily Instructional Minutes for Lunch
  
- D. A Shortened Day with Divided Opening
  - 8:30am to 1:00pm – Early Birds
  - 9:30am to 2:00pm – Late Birds
  - 227 Daily Instructional Minutes
  - 43 Daily Instructional Minutes for Lunch
  
- E. A Minimum Day with No Divided Opening
  - 8:30am to 12:30pm
  - 197 Daily Instructional Minutes
  - 43 Daily Instructional Minutes for Lunch
  
- F. A Minimum Day with Divided Opening
  - 8:30am to 12:30pm – Early Birds
  - 9:30am to 1:30pm – Late Birds
  - 197 Daily Instructional Minutes
  - 43 Daily Instructional Minutes for Lunch
  
- G. Last Day of Semester Schedule
  - 8:30am to 10:55am
  - 145 Daily Instructional Minutes
  - 25 Daily Instructional Minutes for Lunch



## Bell Schedule

### REGULAR SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday
Period 0 7:00-7:53	Period 0 7:00-7:53	Period 0 7:00-7:53	Period 0 7:00-7:53	Period 0 7:00-7:53
Advisory 8:00 - 8:20	Advisory 8:00 - 8:19	Advisory 8:00 - 8:20	Advisory 8:00 - 8:20	Advisory 8:00 - 8:20
Period 1 8:25 - 9:18	Period 2 8:24 - 9:10	Period 3 8:25 - 9:18	Period 4 8:25 - 9:18	Period 5 8:25 - 9:18
Period 2 9:23 - 10:16	Period 3 9:15 - 10:01	Period 4 9:23 - 10:16	Period 5 9:23 - 10:16	Period 6 9:23 - 10:16
Nutrition 10:16 - 10:28	Nutrition 10:01 - 10:13	Nutrition 10:16 - 10:28	Nutrition 10:16 - 10:28	Nutrition 10:16 - 10:28
Period 3 10:33 - 11:26	Period 4 10:18 - 11:04	Period 5 10:33 - 11:26	Period 6 10:33 - 11:26	Period 1 10:33 - 11:26
Period 4 11:31 - 12:24	Period 5 11:09 - 11:55	Period 6 11:31 - 12:24	Period 1 11:31 - 12:24	Period 2 11:31 - 12:24
Lunch 12:24 - 1:04	Lunch 11:55 - 12:35	Lunch 12:24 - 1:04	Lunch 12:24 - 1:04	Lunch 12:24 - 1:04
Period 5 1:09 - 2:02	Period 6 12:04 - 1:25	Period 1 1:09 - 2:02	Period 2 1:09 - 2:02	Period 3 1:09 - 2:02
Period 6 2:07 - 3:00	Period 1 1:30 - 2:15	Period 2 2:07 - 3:00	Period 3 2:07 - 3:00	Period 4 2:07 - 3:00

### Minimum Day Schedule

Period order depends upon day of the week noted above.

Period 0 7:00-7:53
Period X 8:00-8:49
Period X 8:54-9:30
Period X 9:35-10:11
Period X 10:16-10:52
Brunch 10:52-11:12
Period X 11:17-11:52
Period X 11:57-12:32

### Assembly Schedule

Period 0 7:00-7:53
Period 3 8:00-8:53
Period 4 8:58-9:44
Nutrition 9:44-9:57
Period 5 10:02-10:48
Period 6 10:53-11:39
Period 1 11:44-12:30
Lunch 12:30-1:10
Period 2A 1:15-2:05
Period 2B 2:10-3:00

### Back to School Night/Open House

Period order depends upon the day of the week noted above.

Period 0 7:00-7:53
Period X 8:00-8:52
Period X 8:57-9:43
Nutrition 9:43-9:56
Period X 10:01-10:47
Period X 10:52-11:38
Lunch 11:38-12:18
Period X 12:23-1:09
Period X 1:14-2:00



**Monday-Friday, Regular Schedule**

MONDAY			TUESDAY			WEDNESDAY		
Period 0	7:00 - 7:55	55 minutes	Period 0	7:00 - 7:55	55 minutes	Period 0	7:00 - 7:55	55 minutes
Period 1	8:00 - 8:55	55 minutes	Period 2	8:00 - 8:52	52 minutes	Period 3	8:00 - 8:55	55 minutes
Period 2	9:00 - 9:52	52 minutes	Period 3	8:57 - 9:46	49 minutes	Period 4	9:00 - 9:52	52 minutes
Nutrition	9:52 - 10:06	14 minutes	Nutrition	9:46 - 10:00	14 minutes	Nutrition	9:52 - 10:06	14 minutes
Period 3	10:11 - 11:03	52 minutes	Period 4	10:05 - 10:54	49 minutes	Period 5	10:11 - 11:03	52 minutes
Period 4	11:08 - 12:00	52 minutes	Period 5	10:59 - 11:48	49 minutes	Period 6	11:08 - 12:00	52 minutes
Lunch	12:00 - 12:40	40 minutes	Lunch	11:48 - 12:28	40 minutes	Lunch	12:00 - 12:40	40 minutes
Period 5	12:46 - 1:38	52 minutes	Period 6	12:34 - 1:22	48 minutes	Period 1	12:46 - 1:38	52 minutes
Period 6	1:43 - 2:35	52 minutes	Period 1	1:27 - 2:15	48 minutes	Period 2	1:43 - 2:35	52 minutes
Muir Time	2:40 - 3:00	20 minutes				Muir Time	2:40 - 3:00	20 minutes

THURSDAY			FRIDAY		
Period 0	7:00 - 7:55	55 minutes	Period 0	7:00 - 7:55	55 minutes
Period 4	8:00 - 8:55	55 minutes	Period 5	8:00 - 8:55	55 minutes
Period 5	9:00 - 9:52	52 minutes	Period 6	9:00 - 9:52	52 minutes
Nutrition	9:52 - 10:06	14 minutes	Nutrition	9:52 - 10:06	14 minutes
Period 6	10:11 - 11:03	52 minutes	Period 1	10:11 - 11:03	52 minutes
Period 1	11:08 - 12:00	52 minutes	Period 2	11:08 - 12:00	52 minutes
Lunch	12:00 - 12:40	40 minutes	Lunch	12:00 - 12:40	40 minutes
Period 2	12:46 - 1:38	52 minutes	Period 3	12:46 - 1:38	52 minutes
Period 3	1:43 - 2:35	52 minutes	Period 4	1:43 - 2:35	52 minutes
Muir Time	2:40 - 3:00	20 minutes	Muir Time	2:40 - 3:00	20 minutes

## Minimum Day Schedule

Minimum Day Schedule			
	Start Time	End Time	
Period X	8:00 AM	8:38 AM	0:38
Period X	8:43 AM	9:21 AM	0:38
Period X	9:26 AM	10:04 AM	0:38
Period X	10:09 AM	10:47 AM	0:38
Nutrition	10:47 AM	11:07 AM	0:20
Period X	11:12 AM	11:50 AM	0:38
Period X	11:55 AM	12:33 PM	0:38

## 2PM Dismissal and Thursday Assembly Schedule

2:00 P.M. DISMISSAL			THURSDAY ASSEMBLY SCHEDULE			
Period 0	7:00 - 7:55	55 minutes		Period 0	7:00 - 7:55	55 minutes
Period X	8:00 - 8:46	46 minutes		Period 4	8:00 - 8:51	51 minutes
Period X	8:51 - 9:37	46 minutes		Period 5	8:56 - 9:45	49 minutes
Nutrition	9:37 - 9:56	19 minutes		Nutrition	9:45 - 9:59	14 minutes
Period X	10:01 - 10:47	46 minutes		Period 6	10:04 - 10:53	49 minutes
Period X	10:52 - 11:38	46 minutes		Period 1	10:58 - 11:47	49 minutes
Lunch	11:38 - 12:18	40 minutes		Lunch	11:47 - 12:27	40 minutes
Period X	12:23 - 1:09	46 minutes		Period 2	12:33 - 1:22	49 minutes
Period X	1:14 - 2:00	46 minutes		A1 Per 3	1:27 - 2:11	44 minutes



# 2023-2024 BELL SCHEDULES

<u>Monday/Tuesday/Thursday</u>	<u>Wednesday/Friday</u>	<u>Tuesday(Early Release)</u>
Period 0 7:30 – 8:25 (55)	Period 0 7:30 – 8:25 (55)	Period 0 7:30 – 8:25 (55)
Period 1 8:30 – 9:27 (57)	Period 1 8:30 – 9:25 (55)	Period 1 8:30 – 9:15 (45)
Period 2 9:33 – 10:30 (57)	Period 2 9:30 – 10:25 (55)	Period 2 9:20 – 10:05 (45)
Nutrition 10:30 – 10:40 (10)	Nutrition 10:25 – 10:35 (10)	Nutrition 10:05 – 10:15 (10)
Period 3 10:46 – 11:43 (57)	<b>Period 3/BHS TV 10:40 – 11:50 (70)</b>	Period 3 10:20 – 11:05 (45)
Period 4 11:48 – 12:45 (57)	Period 4 11:55 – 12:50 (55)	Period 4 11:10 – 11:55 (45)
Lunch 12:45 – 1:25 (40)	Lunch 12:50 – 1:30 (40)	Lunch 11:55 – 12:35 (40)
Period 5 1:31 – 2:28 (57)	Period 5 1:35 – 2:30 (55)	Period 5 12:40 – 1:25 (45)
Period 6 2:33 – 3:30 (57)	Period 6 2:35 – 3:30 (55)	Period 6 1:30 – 2:15 (45)
		Staff Dev 2:20-3:30 (70)





# JOHN BURROUGHS HIGH SCHOOL

## 2022 – 2023 Bell Schedule

DAY	PERIOD	TIME	MINUTES
<b>Monday</b> (Traditional)	0	7:30 am – 8:21 am	51
	1	8:30 am - 9:26 am	56
	2	9:32 am – 10:33 am	61
	Nutrition	10:33 am – 10:42 am	9
	3	10:48 am – 11:44 am	56
	4	11:50 am – 12:46 pm	56
	Lunch	12:46 pm – 1:26 pm	40
	5	1:32 pm – 2:28 pm	56
	6	2:34 pm – 3:30 pm	56
<b>Tuesday</b> <b>Wednesday</b> <b>Thursday</b> (Academic Excellence)	0	7:30 am – 8:21 am	51
	1	8:30 am – 9:21 am	51
	2	9:27 am – 10:22 am	55
	Nutrition	10:22 am – 10:31 am	9
	3	10:37 am – 11:28 am	51
	4	11:34 am – 12:25 pm	51
	AE	12:31 pm – 12:56 pm	25
	Lunch	12:56 pm – 1:36 pm	40
	5	1:42 pm – 2:33 pm	51
	6	2:39 pm – 3:30 pm	51
<b>Friday</b> (Traditional)	0	7:30 am – 8:21 am	51
	1	8:30 am - 9:26 am	56
	2	9:32 am – 10:33 am	61
	Nutrition	10:33 am – 10:42 am	9
	3	10:48 am – 11:44 am	56
	4	11:50 am – 12:46 pm	56
	Lunch	12:46 pm – 1:26 pm	40
	5	1:32 pm – 2:28 pm	56
	6	2:34 pm – 3:30 pm	56





# JOHN BURROUGHS HIGH SCHOOL

## Early Release Bell Schedule

DAY	PERIOD	TIME	MINUTES
<b>Tuesday</b> (Early Release)	0	7:30 am – 8:21 am	51
	1	8:30 am – 9:16 am	46
	2	9:22 am – 10:13 am	51
	Nutrition	10:13 am – 10:22 am	9
	3	10:28 am – 11:14 am	46
	4	11:20 am – 12:06 pm	46
	Lunch	12:06 pm – 12:46 pm	40
	5	12:52 pm – 1:38 pm	46
	6	1:44 pm – 2:30 pm	46

## FINAL EXAMS SCHEDULE

2022-2023

FALL SEMESTER	SPRING SEMESTER
Tuesday – December 20, 2022	Tuesday – May 23, 2023
Wednesday – December 21, 2022	Wednesday – May 24, 2023
Thursday – December 22, 2022	Thursday – May 25, 2023

DAY	PERIOD	TIME	INSTRUCTIONAL MINUTES
Day 1	0	7:30 am – 8:24 am	56
	3	8:30 am – 10:28 am	118
	Nutrition	10:28 am – 10:56 am	28
	4	11:02 am – 1:00 pm	118
Day 2	0	7:30 am – 8:24 am	56
	2	8:30 am – 10:28 am	118
	Nutrition	10:28 am – 10:56 am	28
	5	11:02 am – 1:00 pm	118
Day 3	1	8:30 am – 10:28 am	118
	Nutrition	10:28 am – 10:56 am	28
	6	11:02 am – 1:00 pm	118

# Instructional Minutes Worksheets

School Name: High Schools  
 Academic Year: John Burroughs HS 2022/2023  
 Prepared by: Dr. Matt Chambers  
 Date: 4/16/2023

TOTAL FORMULAS			
Compliance	Calc.	Check	Difference
STATE MINUTES: 64,800	64,805	OK	+5
BYA MINUTES: 65,400	64,805	Add 5 min	-594
DAYS OF INSTRUCTION: 180	180	OK	+0
MINIMUM MINUTES PER SCHEDULE: 363			
			CHECK SCHEDULES

Principal's Signature:  Date: 4/6/23

REGULAR DAY			
How many days will this schedule be used? 60			
Period	Start Time	End Time	
0	7:30 AM	8:21 AM	0:51
PASS	8:21 AM	8:30 AM	0:09
1	8:30 AM	9:26 AM	0:56
PASS	9:26 AM	9:32 AM	0:06
2	9:32 AM	10:33 AM	1:01
NUTRITION	10:33 AM	10:42 AM	0:09
PASS	10:42 AM	10:48 AM	0:06
3	10:48 AM	11:44 AM	0:56
PASS	11:44 AM	11:50 AM	0:06
4	11:50 AM	12:46 PM	0:56
LUNCH	12:46 PM	1:26 PM	0:40
PASS	1:26 PM	1:32 PM	0:06
5	1:32 PM	2:28 PM	0:56
PASS	2:28 PM	2:34 PM	0:06
6	2:34 PM	3:30 PM	0:56
Enter Excess Passing Minutes** 0			
Enter Lunch & Nutrition Minutes 49			

REGULAR W/ ACADEMIC EXCELLENCE			
How many days will this schedule be used? 89			
Period	Start Time	End Time	
0	7:30 AM	8:21 AM	0:51
PASS	8:21 AM	8:30 AM	0:09
1	8:30 AM	9:21 AM	0:51
PASS	9:21 AM	9:27 AM	0:06
2	9:27 AM	10:22 AM	0:55
NUTRITION	10:22 AM	10:31 AM	0:09
PASS	10:31 AM	10:37 AM	0:06
3	10:37 AM	11:28 AM	0:51
PASS	11:28 AM	11:34 AM	0:06
4	11:34 AM	12:25 PM	0:51
PASS	12:25 PM	12:31 PM	0:06
ACADEMIC EXCELLENCE	12:31 PM	12:36 PM	0:05
LUNCH	12:36 PM	1:36 PM	0:40
PASS	1:36 PM	1:42 PM	0:06
5	1:42 PM	2:33 PM	0:51
PASS	2:33 PM	2:39 PM	0:06
6	2:39 PM	3:30 PM	0:51
Enter Excess Passing Minutes** 0			
Enter Lunch & Nutrition Minutes 49			

Back to School/Open House/ Early Release			
How many days will this schedule be used? 20			
Period	Start Time	End Time	
0	7:30 AM	8:21 AM	0:51
PASS	8:21 AM	8:30 AM	0:09
1	8:30 AM	9:16 AM	0:46
PASS	9:16 AM	9:22 AM	0:06
2	9:22 AM	10:13 AM	0:51
NUTRITION	10:13 AM	10:22 AM	0:09
PASS	10:22 AM	10:28 AM	0:06
3	10:28 AM	11:14 AM	0:46
PASS	11:14 AM	11:20 AM	0:06
4	11:20 AM	12:06 PM	0:46
LUNCH	12:06 PM	12:46 PM	0:40
PASS	12:46 PM	12:52 PM	0:06
5	12:52 PM	1:38 PM	0:46
PASS	1:38 PM	1:44 PM	0:06
6	1:44 PM	2:30 PM	0:46
Enter Excess Passing Minutes** 0			
Enter Lunch & Nutrition Minutes 49			

TOTALS	
Hours per Day	6:11
Minutes per Day	371
Schedule falls below minimum Minutes	FALSE
Minutes Annually	22,260

List Dates & Days of the week.  
 Days of week: Mon, Fri  
 List Dates: 8/15/2022 - 5/25/2023

TOTALS	
Hours per Day	6:11
Minutes per Day	371
Schedule falls below minimum Minutes	FALSE
Minutes Annually	33,019

List Dates & Days of the week.  
 Days of Week: Mon, Wed, Thu, & Tue, Wed, Thu  
 List Dates: 8/15/2022-5/25/2023

TOTALS	
Hours per Day	5:11
Minutes per Day	311
Schedule falls below minimum Minutes	TRUE
Minutes Annually	6,220

List Dates & Days of the week.  
 Days of Week: Wed, Thu & Tue  
 List Dates: 9/7, 9/9 & 8/15/2022-12/23/2022

Assembly/Disaster Drill				1
How many days will this schedule be used?				
Period	Start Time	End Time		
0	7:30 AM	8:21 AM	0:51	
PASS	8:21 AM	8:30 AM	0:09	
1	8:30 AM	9:16 AM	0:46	
NUTRITION	9:16 AM	9:25 AM	0:09	
PASS	9:25 AM	9:31 AM	0:04	
2	9:31 AM	10:20 AM	0:49	
DISASTER DRILL	10:20 AM	11:20 AM	1:00	
PASS	11:20 AM	11:26 AM	0:06	
3	11:26 AM	12:12 PM	0:46	
PASS	12:12 PM	12:18 PM	0:06	
4	12:18 PM	1:04 PM	0:46	
LUNCH	1:04 PM	1:44 PM	0:40	
PASS	1:44 PM	1:50 PM	0:06	
5	1:50 PM	2:37 PM	0:47	
PASS	2:37 PM	2:43 PM	0:06	
6	2:43 PM	3:30 PM	0:47	
Enter Excess Passing Minutes**				0
Enter Lunch & Nutrition Minutes				49

TOTALS	
Hours per Day	6:11
Minutes per Day	371
Schedule falls below minimum Minutes	FALSE
Minutes Annually	371

List Dates & Days of the week.

Days of Week	Thu
List Dates	10/20/2022

Pep Rally (Shortened Assembly) Schedule				2
How many days will this schedule be used?				
Period	Start Time	End Time		
0	7:30 AM	8:21 AM	0:51	
PASS	8:21 AM	8:30 AM	0:09	
1	8:30 AM	9:18 AM	0:48	
PASS	9:18 AM	9:24 AM	0:06	
2	9:24 AM	10:12 AM	0:48	
NUTRITION	10:12 AM	10:21 AM	0:09	
PASS	10:21 AM	10:27 AM	0:06	
3	10:27 AM	11:15 AM	0:48	
PASS	11:15 AM	11:21 AM	0:06	
4	11:21 AM	12:09 PM	0:48	
PASS	12:09 PM	12:15 PM	0:06	
RALLY	12:15 PM	1:03 PM	0:48	
LUNCH	1:03 PM	1:43 PM	0:40	
PASS	1:43 PM	1:49 PM	0:06	
5	1:49 PM	2:37 PM	0:48	
PASS	2:37 PM	2:43 PM	0:06	
6	2:43 PM	3:30 PM	0:47	
Enter Excess Passing Minutes**				0
Enter Lunch & Nutrition Minutes				49

TOTALS	
Hours per Day	6:11
Minutes per Day	371
Meets Minimum Minutes	FALSE
Minutes Annually	742

List Dates & Days of the week.

Days of Week	Fri, Thu
List Dates	10/28/2022 & 4/13/2023

Final Exam Schedule				6
How many days will this schedule be used?				
Period	Start Time	End Time		
0	7:30 AM	8:21 AM	0:51	
PASS	8:21 AM	8:30 AM	0:09	
3, 4, 1	8:30 AM	10:28 AM	1:58	
NUTRITION	10:28 AM	10:56 AM	0:28	
PASS	10:56 AM	11:02 AM	0:06	
4, 5, 6	11:02 AM	1:00 PM	1:58	
Enter Excess Passing Minutes**				0
Enter Lunch & Nutrition Minutes				28

TOTALS	
Hours per Day	4:02
Minutes per Day	242
Meets Minimum Minutes	TRUE
Minutes Annually	1,452

List Dates & Days of the week.

Days of Week	Tue, Wed, Thu
List Dates	12/20/22-12/22/22 & 5/23/23-5/25/23



<b>EXHIBIT L: CERTIFICATED EVALUATION PROCESS FOR TEACHERS</b>
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**BURBANK UNIFIED SCHOOL DISTRICT**  
**Planning and Observation Form**  
**Certificated – Classroom Teacher**

**FORM A-1**

Last _____	First _____	School Year _____	Position _____
(Check appropriate box) <input type="checkbox"/> Planning <input type="checkbox"/> Observation		Site _____	
We acknowledge the evaluation will be based on the following standards:		<b>Evaluator</b>	
_____ Evaluatee’s Signature	_____ Date	_____ Date of Observation	
_____ Evaluator’s Signature	_____ Date		

**Continuum for Excellence (Refer to A-2)**

PERFORMANCE CRITERIA	Not Applicable	Does Not Meet Standards	Meets Standards	Exceeds Standards	Supporting Statements/Recommendations
<b>STANDARD 1: Standard for Engaging and Supporting all Students in Learning</b>					
1.1 Connecting students’ prior knowledge, life experience and interests with learning goals					
1.2 Using a variety of instructional strategies to respond to students’ diverse needs					
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice					
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful					
1.5 Promoting self-directed, reflective learning for all students					
<b>STANDARD 2: Standard for Creating and Maintaining Effective Environments for Student Learning</b>					
2.1 Creating a physical environment that engages all students					
2.2 Establishing a climate that promotes fairness and respect					
2.3 Promoting social development and group responsibility					
2.4 Establishing and maintaining standards for student behavior					
2.5 Planning and implementing classroom procedures					

Last _____	First _____	Date _____	Position _____
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## Continuum for Excellence

PERFORMANCE CRITERIA	Not Applicable	Does Not Meet Standards	Meets Standards	Exceeds Standards	Supporting Statements/Recommendations
<b>STANDARD 3: Standard for Understanding and Organizing Subject Matter for Student Learning</b>					
3.1 Demonstrating knowledge of subject matter and student development					
3.2 Operating curriculum to support student understanding of subject matter					
3.3 Interrelating ideas and information within and across subject matter areas					
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter					
3.5 Using materials, resources, and technologies to make subject matter accessible to students					
<b>STANDARD 4: Standard for Planning Instruction and Designing Learning Experiences for All Students</b>					
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs					
4.2 Establishing and articulating goals for student learning					
4.3 Developing and sequencing instructional activities and materials for student learning					
4.4 Designing short-term and long-term plans to foster student learning					
4.5 Modifying instructional plans to adjust for student needs					
<b>STANDARD 5: Standard for Assessing Student Learning</b>					
5.1 Establishing and communicating learning goals for all students					
5.2 Collecting and using multiple sources of information to assess student learning					
5.3 Involving and guiding all students in assessing their own learning					
5.4 Using the results of assessment to guide instruction					
5.5 Communicating with students, families, and other audiences about student progress					
<b>STANDARD 6: Standard for Developing as a Professional Educator</b>					
6.2 Establishing professional goals and pursuing opportunities to grow professionally					
6.5 Working with colleagues to improve professional practice					

<b>Last</b>	<b>First</b>	<b>Date</b>	<b>Position</b>
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**CONFERENCE SUMMARY:**

The evaluatee's signature is an acknowledgment that the document has been received and does not constitute an endorsement of this evaluation. The evaluatee has the right to submit an additional written response, which shall be attached to this document.

\_\_\_\_\_  
 Evaluator's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Evaluatee's Signature

\_\_\_\_\_  
 Date

**THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE.**

**CONTINUUM FOR EXCELLENCE  
CERTIFICATED – CLASSROOM TEACHER**

<b>1 DESCRIPTION OF PRACTICE FOR ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>			
ELEMENT	DOES NOT MEET STANDARDS	MEETS STANDARDS	EXCEEDS STANDARDS
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals.	<ul style="list-style-type: none"> <li>○ Does not effectively elicit student questions or comments during lessons.</li> <li>○ Makes no connections between classroom learning and students' prior knowledge, life experiences, and interests.</li> </ul>	<ul style="list-style-type: none"> <li>○ Elicits questions from students during lessons to monitor their understanding.</li> <li>○ Connects classroom learning to students' prior knowledge, life experiences, and interests.</li> </ul>	<ul style="list-style-type: none"> <li>○ Builds on students' questions and comments during lessons to modify instruction.</li> <li>○ Integrates classroom learning with students' prior knowledge, life experiences, and interests.</li> </ul>
1.2 Using a variety of instructional strategies to respond to students' diverse needs.	<ul style="list-style-type: none"> <li>○ Uses ineffective instructional strategies.</li> <li>○ Fails to modify or adjust instruction to respond to students' needs.</li> <li>○ Does not ask effective questions and/or facilitate discussion.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses instructional strategies appropriate to students' needs.</li> <li>○ Chooses and modifies strategies that make the subject matter understandable to students.</li> <li>○ Asks questions and/or facilitates discussion to clarify student thinking.</li> </ul>	<ul style="list-style-type: none"> <li>○ Creates and uses a variety of instructional strategies to engage all students in learning.</li> <li>○ Consistently asks questions and/or facilitates discussions to clarify and extend students' thinking.</li> </ul>
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice.	<ul style="list-style-type: none"> <li>○ Directs most learning experiences. Does not permit student autonomy, interaction, or choice.</li> <li>○ Does not provide opportunities for independent and/or collaborative learning.</li> <li>○ Does not monitor and support student decisions about managing their time, materials, and academic progress.</li> <li>○ Does not encourage student interaction.</li> </ul>	<ul style="list-style-type: none"> <li>○ Directs most learning experiences, allowing some student autonomy, interaction, and choice.</li> <li>○ Provides some opportunities for independent and collaborative learning.</li> <li>○ Monitors and supports student decisions about managing their time, materials, and academic progress.</li> <li>○ Provides some grouping to promote student interactions and learning.</li> </ul>	<ul style="list-style-type: none"> <li>○ Facilitates learning experiences to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of learning.</li> <li>○ Provides opportunities for independent and collaborative learning.</li> <li>○ Instructs students in how to make decisions about their time, materials, and academic progress.</li> <li>○ Promotes student interaction by creating and monitoring appropriate interactive and flexible grouping activities.</li> </ul>
1.4 Engaging students in problem solving, critical thinking, and other activities that make	<ul style="list-style-type: none"> <li>○ Does not engage students in problem solving, analysis, critical thinking or inquiry.</li> </ul>	<ul style="list-style-type: none"> <li>○ Provides learning opportunities and support to engage students in problem solving, critical thinking,</li> </ul>	<ul style="list-style-type: none"> <li>○ Provides learning opportunities that extend student thinking, and engages and supports all students in problem posing, problem solving, critical thinking, inquiry, and analysis of subject matter and</li> </ul>

<p>subject matter meaningful.</p>	<ul style="list-style-type: none"> <li>○ Uses limited strategies to make subject matter meaningful.</li> </ul>	<p>analyzing subject matter concepts and questions.</p> <ul style="list-style-type: none"> <li>○ Teaches learning strategies and procedures to help students make subject matter meaningful</li> </ul>	<p>interdisciplinary concepts and questions.</p> <ul style="list-style-type: none"> <li>○ Uses engaging methods to teach learning strategies and procedures to help students learn, practice, internalize, and apply content.</li> </ul>
<p>1.5 Promoting self-directed, reflective learning for all students.</p>	<ul style="list-style-type: none"> <li>○ Provides no opportunities for students to initiate their learning or monitor their work not provided.</li> <li>○ Does not effectively teach strategies to find information and gain knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>○ Provides some opportunities for student self-direction and reflection.</li> <li>○ Teaches strategies to find information and gain knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>○ Encourages student self-direction, self-reflection, and self-evaluation.</li> <li>○ Helps students develop strategies to find information, gain knowledge, and evaluate the usefulness of what they find.</li> </ul>



## 2

### DESCRIPTION OF PRACTICE FOR CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

ELEMENT	DOES NOT MEET STANDARDS	MEETS STANDARDS	EXCEEDS STANDARDS
2.1 Creating a physical environment that engages all students.	<ul style="list-style-type: none"> <li>Does not meet safety requirements or support an effective teaching and learning environment.</li> <li>Does not facilitate access to classroom resources and materials.</li> </ul>	<ul style="list-style-type: none"> <li>Arranges the physical environment for safety and accessibility and makes resources and materials accessible to students.</li> <li>Displays student work or other appropriate content-related material in the classroom.</li> </ul>	<ul style="list-style-type: none"> <li>Arranges the physical environment for safety and accessibility to facilitate constructive interaction and purposeful engagement of students in learning activities.</li> <li>Creates a classroom environment that promotes effective individual and /or collaborative work for all students.</li> <li>Allows student access to materials and incorporates responsibility for their use in the classroom routine.</li> </ul>
2.2 Establishing a climate that promotes fairness and respect.	<ul style="list-style-type: none"> <li>Allows a classroom climate characterized by unfairness and/or disrespect, either between the teacher and students or among students.</li> <li>Responds to student behavior unfairly and/or inconsistently.</li> </ul>	<ul style="list-style-type: none"> <li>Provides a climate of fairness, caring, and respect.</li> <li>Responds to student behavior fairly and consistently.</li> <li>Models equitable, respectful relationships through positive verbal and nonverbal interactions.</li> </ul>	<ul style="list-style-type: none"> <li>Maintains an environment in which all students demonstrate caring, respectful, and equitable relationships with each other and the teacher.</li> <li>Consistently responds to student behavior in a fair manner that focuses on the behavior itself and treats the student(s) with respect.</li> </ul>
2.3 Promoting social development and group responsibility.	<ul style="list-style-type: none"> <li>Does not promote social development, self-esteem, and/or diversity among students.</li> <li>Does not promote students' sense of responsibility for each other.</li> </ul>	<ul style="list-style-type: none"> <li>Uses activities to develop student communication skills, group responsibility, and a sense of community.</li> <li>Promotes respect for individual differences among students.</li> <li>Promotes opportunities for students to take risks.</li> </ul>	<ul style="list-style-type: none"> <li>Establishes and maintains classroom communities in which students respect each other's differences, assume leadership roles, and are responsible for themselves and their peers.</li> <li>Facilitates students working independently and collaboratively.</li> </ul>
2.4 Establishing and maintaining standards for student behavior.	<ul style="list-style-type: none"> <li>Does not set clear behavior expectations for the students and/or fails to convey classroom expectations to students.</li> </ul>	<ul style="list-style-type: none"> <li>Provides clear standards for behavior.</li> <li>Reinforces expectations and implements consequences.</li> <li>Circulates during activities to monitor student behavior.</li> </ul>	<ul style="list-style-type: none"> <li>Develops standards for behavior collaboratively with students.</li> <li>Circulates, monitors, and interacts with students during instruction and activities.</li> </ul>
2.5 Planning and implementing classroom procedures and routines.	<ul style="list-style-type: none"> <li>Does not establish or reinforce classroom procedures and routines.</li> </ul>	<ul style="list-style-type: none"> <li>Maintains clear and equitable rules, routines, and procedures and modifies as needed.</li> </ul>	<ul style="list-style-type: none"> <li>Establishes procedures and routines that work smoothly, with no loss of instructional time.</li> </ul>
2.6 Using instructional time effectively	<ul style="list-style-type: none"> <li>Plans learning activities that are rushed or too long</li> <li>Allows confusing or disorganized transitions, resulting in loss of instructional time.</li> </ul>	<ul style="list-style-type: none"> <li>Provides adequate time for students to complete learning activities and paces instruction to maintain engagement.</li> <li>Uses transitions to support student engagement.</li> </ul>	<ul style="list-style-type: none"> <li>Paces instruction to provide time to review, synthesize, and close lessons.</li> <li>Ensures that classroom time, including transitions, is used effectively to maximize student learning/engagement.</li> </ul>

<b>3 DESCRIPTION OF PRACTICE FOR UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>			
<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>MEETS STANDARDS</b>	<b>EXCEEDS STANDARDS</b>
3.1 Demonstrating knowledge of subject matter and student development	<ul style="list-style-type: none"> <li>○ Does not adequately support student learning.</li> <li>○ Does not demonstrate adequate knowledge of subject matter or student development.</li> </ul>	<ul style="list-style-type: none"> <li>○ Demonstrates current working knowledge of subject matter and content standards</li> <li>○ Applies basic principles of student development to support students' learning.</li> </ul>	<ul style="list-style-type: none"> <li>○ Demonstrates thorough working knowledge of subject matter to engage all students.</li> </ul>
3.2 Organizing curriculum to support student understanding of subject matter	<ul style="list-style-type: none"> <li>○ Does not connect new content to previous learning.</li> <li>○ Organizes curriculum poorly and rarely demonstrates concepts, themes and skills.</li> </ul>	<ul style="list-style-type: none"> <li>○ Organizes and sequences themes, concepts, and skills within specific content areas to facilitate student understanding and to reflect grade-level standards and district goals.</li> </ul>	<ul style="list-style-type: none"> <li>○ Organizes and adapts curriculum to facilitate an in-depth understanding of themes, concepts, and skills in each content area and demonstrates relationship across the curriculum.</li> </ul>
3.3 Interrelating ideas and information within and across subject matter	<ul style="list-style-type: none"> <li>○ Does not relate ideas and information across subject matter areas.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses activities and materials to integrate key concepts and information within the curriculum.</li> </ul>	<ul style="list-style-type: none"> <li>○ Identifies and integrates key concepts and themes within and across curriculum to make connections between concepts, prior learning, and students' lives.</li> </ul>
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter	<ul style="list-style-type: none"> <li>○ Does little to match subject matter content or concepts with instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses appropriate instructional strategies to encourage critical thinking and develop connections between concepts within and across subject areas.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses a repertoire of instructional strategies that challenge all students to think deeply and critically, construct their own understanding of curriculum, and develop enthusiasm for subject matter.</li> </ul>
3.5 Using materials, resources, and technologies to make subject matter accessible to students.	<ul style="list-style-type: none"> <li>○ Uses instructional materials, resources and technologies inappropriately or ineffectually.</li> </ul>	<ul style="list-style-type: none"> <li>○ Selects and uses relevant instructional materials, resources and technologies to present concepts in subject area.</li> </ul>	<ul style="list-style-type: none"> <li>○ Integrates a range of instructional materials, resources, and technologies into the curriculum to extend students' understanding of content and concepts.</li> </ul>

<b>4 DESCRIPTION OF PRACTICE FOR PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>			
<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>MEETS STANDARDS</b>	<b>EXCEEDS STANDARDS</b>
4.1 Drawing on and valuing student's backgrounds, interest, and developmental learning needs.	<ul style="list-style-type: none"> <li>○ Does not match instructional plans to reflect students' backgrounds, interests, and/or developmental needs.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses students' prior knowledge or experiences, developmental needs, interests and diverse backgrounds in instructional planning.</li> </ul>	<ul style="list-style-type: none"> <li>○ Designs and adapts instruction to build on students' prior knowledge, development, and diversity.</li> <li>○ Challenges all students to learn at their own developmental level.</li> </ul>
4.2 Establishing and articulating goals for student learning	<ul style="list-style-type: none"> <li>○ Does not establish or articulate clear standards and goals.</li> </ul>	<ul style="list-style-type: none"> <li>○ Establishes instructional goals according to the content standards.</li> <li>○ Articulates goals to students.</li> </ul>	<ul style="list-style-type: none"> <li>○ Articulates short- and long-term goals with high expectations for learning and designs activities so that all students participate in setting and achieving the goals.</li> </ul>
4.3 Developing and sequencing instructional activities and materials for student learning	<ul style="list-style-type: none"> <li>○ Does not engage students in meaningful learning through use of appropriate instructional activities and materials</li> </ul>	<ul style="list-style-type: none"> <li>○ Implements instructional activities and materials that are appropriate for students and engages them in meaningful learning.</li> </ul>	<ul style="list-style-type: none"> <li>○ Differentiates instructional activities and materials to engage all students in meaningful learning.</li> <li>○ Encourages further exploration of ideas and content based on student interest.</li> </ul>
4.4 Designing short-term and long-term plans to foster student learning.	<ul style="list-style-type: none"> <li>○ Implements lesson plans that have little or no relation to long-term goals</li> <li>○ Adheres to unit plans that have little recognizable structure.</li> </ul>	<ul style="list-style-type: none"> <li>○ Utilizes short- and long-term goals that have a coherent structure.</li> <li>○ Implements well-sequenced lessons that promote understanding of concepts.</li> </ul>	<ul style="list-style-type: none"> <li>○ Utilizes short- and long-term goals to sequence instruction to help students synthesize and apply new knowledge and to see relationships and connections within and across subject matter areas.</li> </ul>
4.5 Modifying instructional plans to adjust for student needs.	<ul style="list-style-type: none"> <li>○ Does not modify instructional plans, in spite of evidence that modifications would improve student learning.</li> </ul>	<ul style="list-style-type: none"> <li>○ Modifies instructional plans, as needed, to enhance student learning based on formal and informal assessment.</li> </ul>	<ul style="list-style-type: none"> <li>○ Modifies instructional plans, as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.</li> </ul>

**5****DESCRIPTION OF PRACTICE FOR ASSESSING STUDENT LEARNING**

ELEMENT	DOES NOT MEET STANDARDS	MEETS STANDARDS	EXCEEDS STANDARDS
5.1 Establishing and communicating learning goals for all students	<ul style="list-style-type: none"> <li>○ Establishes and communicates few or no learning goals to students or families.</li> </ul>	<ul style="list-style-type: none"> <li>○ Establishes learning goals in relation to student needs and District expectations.</li> <li>○ Consistently communicates with students and families.</li> </ul>	<ul style="list-style-type: none"> <li>○ With input from students and families, establishes learning goals that are appropriate to students' needs and District expectations.</li> <li>○ Communicates goals to students and families.</li> </ul>
5.2 Collecting and using multiple sources of information to assess student learning	<ul style="list-style-type: none"> <li>○ Does not demonstrate knowledge of how to gauge what students know.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses a variety of assessments to determine what and how students are learning.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses a variety of sources to collect information about student learning and a wide range of appropriate informal and/or formal assessment strategies to understand student progress.</li> <li>○ Consistently uses assessment tools that match instructional goals.</li> </ul>
5.3 Involving and guiding all students in assessing their own learning	<ul style="list-style-type: none"> <li>○ Does not encourage students to self-reflect or assess their own work.</li> <li>○ Does not assist students in using assessment data to monitor their own progress and goals.</li> </ul>	<ul style="list-style-type: none"> <li>○ Involves all students in assessing their own learning.</li> </ul>	<ul style="list-style-type: none"> <li>○ Engages all students in practicing self- and peer assessment, self-reflection, identifying their own learning goals, and monitoring their progress over time.</li> </ul>
5.4 Using the results of assessment to guide instruction	<ul style="list-style-type: none"> <li>○ Provides no evidence of using data to plan or adjust instruction.</li> </ul>	<ul style="list-style-type: none"> <li>○ Uses a range of assessment results or data to plan and modify instruction.</li> </ul>	<ul style="list-style-type: none"> <li>○ Continually assesses all students' progress in the context of on-going instruction to extend and/or modify learning.</li> </ul>
5.5 Communication with students, families, and other audiences about student progress	<ul style="list-style-type: none"> <li>○ Provides unclear or limited information about student learning to students, families, and/or support personnel other than report cards.</li> </ul>	<ul style="list-style-type: none"> <li>○ Exchanges information about student learning with students, families, and/or support personnel to promote understanding and academic progress.</li> </ul>	<ul style="list-style-type: none"> <li>○ On a regular basis, exchanges clear and detailed information about student learning with students, families, and support personnel to promote understanding and encourage academic progress.</li> </ul>

**6****DESCRIPTION OF PRACTICE FOR DEVELOPING  
AS A PROFESSIONAL EDUCATOR**

ELEMENT	DOES NOT MEET STANDARDS	MEETS STANDARDS	EXCEEDS STANDARDS
6.2 Establishing professional goals and pursuing opportunities to grow professionally	<ul style="list-style-type: none"><li>○ Does not establish professional goals</li><li>○ Rarely pursues opportunities to develop knowledge or skills to grow professionally.</li></ul>	<ul style="list-style-type: none"><li>○ Establishes professional goals</li><li>○ Pursues opportunities to acquire knowledge and skills to grow professionally.</li></ul>	<ul style="list-style-type: none"><li>○ Establishes professional goals</li><li>○ Pursues opportunities to advance and applies relevant knowledge and skills.</li></ul>
6.5 Working with colleagues to improve professional practice	<ul style="list-style-type: none"><li>○ Rarely participates in dialogue and collaborates with colleagues.</li><li>○ Rarely participates in site-based professional development during contract hours.</li></ul>	<ul style="list-style-type: none"><li>○ Engages in dialogue and collaborates with colleagues.</li><li>○ Participates in site-based professional development during contract hours.</li></ul>	<ul style="list-style-type: none"><li>○ Initiates and engages in dialogue and collaborates with colleagues.</li><li>○ Participates and contributes to site-based and/or district-wide decision making, and professional development.</li></ul>



Last	First	Date	Position		
<b>Continuum for Excellence</b>					
<b>PERFORMANCE CRITERIA</b>	Not Applicable	Does Not Meet Standards	Meets Standards	Exceeds Standards	Supporting Statements/Recommendations
A. Increases awareness of careers and educational and career options.					
B. Participates in IEPs, SSTs, 504s, and other conferences as appropriate to establish goals for student learning					
C. Maintains required student reports.					
<b>STANDARD 5: Standard for Assessing Student Progress</b>					
A. Coordinates and administers school, district, state, or other assessments					
B. Identifies and recommends students who may need specialized services					
C. Communicates with students, families, and staff about student progress and school program outcomes					
<b>STANDARD 6: Standard for Developing as a Professional</b>					
B. Conducts self in a professional manner					
C. Meets deadlines and attends meetings					
D. Works with colleagues to improve professional practice					

**CONFERENCE SUMMARY:**

The evaluatee’s signature is an acknowledgment that the document has been received and does not constitute an endorsement of this evaluation. The evaluatee has the right to submit an additional written response, which shall be attached to this document.

\_\_\_\_\_  
 Evaluator’s Signature  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Evaluatee’s Signature

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE.  
 BURBANK UNIFIED SCHOOL DISTRICT

**Planning and Observation Form  
Certificated - Other**

The following classifications of Certificated – Other (Form B-1) will not be evaluated in areas designated below:

- 1) Nurse: 4.A
- 2) Counselor: 5.A
- 3) Speech/Language Pathologist: 4.A
- 4) ELD Specialist: 1.B and 1.C; 4.A
- 5) Librarian: 1.C; 4.B and 4.C; 5.A-C
- 6) Adaptive Physical Education: 4.A
- 7) Curriculum Specialist/Teacher-on-Special-Assignment: 1.B and 1.C; 4.A; 5.B
- 8) Children’s Center Teacher: 4.A-C\*; 5.A-C\*
- 9) Service Learning Teacher: 4.C; 5.B and 5.C



## CONTINUUM FOR EXCELLENCE CERTIFICATED – OTHER

<b>1 DESCRIPTION OF PRACTICE FOR ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>			
<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>MEETS STANDARDS</b>	<b>EXCEEDS STANDARDS</b>
1.A. Acts as an advocate for students and provides resources to respond to students' diverse needs.	<ul style="list-style-type: none"> <li>▪ Does not take a personal interest in students.</li> <li>▪ Provides students with few, if any, necessary resources.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Takes a personal interest in and advocates for what is best for the student.</li> <li>▪ Provides students access to resources.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teaches students to advocate for themselves.</li> <li>▪ Teaches students to seek resources and/or provides access to resources often overlooked.</li> </ul>
1.B. Assists students in developing decision-making skills and provides related experiences to promote an understanding of themselves and their relationship with others.	<ul style="list-style-type: none"> <li>▪ Does not facilitate the process of students thinking for themselves.</li> <li>▪ Does not ask students what they want when decisions must be made.</li> <li>▪ Seldom provides related experiences to promote students' understanding of themselves and their relationship with others.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Implements activities to engage students in independent thinking.</li> <li>▪ Implements activities to engage students in the decision-making process.</li> <li>▪ Implements activities that promote students' understanding of themselves and their relationship with others.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Consistently facilitates the process of students thinking independently.</li> <li>▪ Consistently engages students in the decision-making process.</li> <li>▪ Consistently refines activities to promote students' understanding of themselves and their relationship with others.</li> </ul>
1.C. Encourages students to use resources to resolve personal and social problems which have an effect on learning.	<ul style="list-style-type: none"> <li>▪ Does not assist students in the resolution of personal and social problems.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Assists students in the resolution of personal and social problems.</li> <li>▪ Offers suggestions/resources for problem-solving.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Monitors student progress in resolving personal and social problems.</li> </ul>

# 2

## DESCRIPTION OF PRACTICE FOR CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

ELEMENT	DOES NOT MEET STANDARDS	MEETS STANDARDS	EXCEEDS STANDARDS
2.A. Establishes or assists in establishing a climate that promotes fairness, respect, and responsibility	<ul style="list-style-type: none"> <li>▪ Allows unfairness or disrespect, either between themselves and students or among students.</li> <li>▪ Responds to student behaviors inappropriately, unfairly, inequitably, or inconsistently.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maintains a climate of fairness, caring, and respect.</li> <li>▪ Responds to inappropriate student behavior fairly, equitably, and consistently.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Facilitates a climate that ensures each student of equity, caring, and respect.</li> <li>▪ Consistently responds to inappropriate student behavior fairly, equitably, and consistently.</li> </ul>
2.B. Demonstrates organizational skills and efficiency	<ul style="list-style-type: none"> <li>▪ Disorganized to a point where the efficiency of operation of program is compromised.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Organizes tasks and assignments.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Consistently seeks to plan and organize tasks and assignments to increase efficiency.</li> </ul>

# 3

## DESCRIPTION OF PRACTICE FOR UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

ELEMENT	DOES NOT MEET STANDARDS	MEETS STANDARDS	EXCEEDS STANDARDS
3.A. Considers students' diverse learning styles, developmental needs, and cultural perspectives when organizing support and resources	<ul style="list-style-type: none"> <li>▪ Does not consider students' backgrounds, experiences, interests, and developmental needs when organizing support and resources.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Considers students' backgrounds, experiences, interests, and developmental needs when organizing support and resources.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Consistently considers students' backgrounds, experiences, interests, and developmental needs when organizing support and resources.</li> </ul>
3.B. Provides materials and support for staff that promotes student learning	<ul style="list-style-type: none"> <li>• Does not use or select appropriate materials, resources, and/or technologies for staff.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Provides appropriate materials, resources, and/or technologies for staff.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Monitors usefulness of selected materials, resources, and/or technologies for staff.</li> </ul>

<b>4 DESCRIPTION OF PRACTICE FOR DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>			
<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>MEETS STANDARDS</b>	<b>EXCEEDS STANDARDS</b>
4.A. Increases awareness of careers and educational and career options.	<ul style="list-style-type: none"> <li>Imparts little information to students regarding educational and career options.</li> </ul>	<ul style="list-style-type: none"> <li>Conveys information to students about educational and career options.</li> </ul>	<ul style="list-style-type: none"> <li>Integrates career and educational awareness in on-going interactions with students.</li> </ul>
4.B. Participates in IEPs, SSTs, 504s, and other conferences as appropriate to establish goals for student learning	<ul style="list-style-type: none"> <li>Does not attend or is not prepared for special education and other meetings.</li> </ul>	<ul style="list-style-type: none"> <li>Is prepared and provides input when attending special education and other meetings.</li> </ul>	<ul style="list-style-type: none"> <li>Is well prepared and provides meaningful input when attending special education and other meetings.</li> <li>Monitors effective implementation.</li> </ul>
4.C. Maintains required student reports	<ul style="list-style-type: none"> <li>Fails to complete required student reports.</li> </ul>	<ul style="list-style-type: none"> <li>Prepares required student reports that are complete and on time.</li> </ul>	<ul style="list-style-type: none"> <li>Prepares required student reports that are complete, thorough, and on time.</li> </ul>

<b>5 DESCRIPTION OF PRACTICE FOR ASSESSING STUDENT PROGRESS</b>			
<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>MEETS STANDARDS</b>	<b>EXCEEDS STANDARDS</b>
5.A. Coordinates and administers school, district, state, or other assessments	<ul style="list-style-type: none"> <li>Does not accurately coordinate and administer assessments.</li> </ul>	<ul style="list-style-type: none"> <li>Accurately coordinates and administers assessments.</li> </ul>	<ul style="list-style-type: none"> <li>Accurately coordinates and administers assessments.</li> <li>Provides timely communication with all stakeholders regarding procedures, schedules, and importance of assessments.</li> </ul>
5.B. Identifies and recommends students who may need specialized services	<ul style="list-style-type: none"> <li>Does not identify and recommend students for specialized services.</li> </ul>	<ul style="list-style-type: none"> <li>Identifies and recommends students for specialized services.</li> </ul>	<ul style="list-style-type: none"> <li>Monitors implementation of specialized services.</li> </ul>
5.C. Communicates with students, families, and staff about student progress and school program outcomes	<ul style="list-style-type: none"> <li>Provides little, unclear, or incomplete information about student progress to students, families, and support personnel.</li> </ul>	<ul style="list-style-type: none"> <li>Exchanges sufficient information about student progress with students, families, and support personnel.</li> </ul>	<ul style="list-style-type: none"> <li>Exchanges complete information about student progress with students, families, and support personnel in ways that improve understanding, encourage academic progress, and communicate learning goals.</li> </ul>

**6****DESCRIPTION OF PRACTICE FOR  
DEVELOPING AS A PROFESSIONAL**

<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>MEETS STANDARDS</b>	<b>EXCEEDS STANDARDS</b>
6.B. Conducts self in a professional manner	<ul style="list-style-type: none"><li>▪ Is not respectful or cooperative in dealings with students, staff, and parents.</li><li>▪ Does not focus on solutions.</li><li>▪ Does not observe workplace guidelines.</li></ul>	<ul style="list-style-type: none"><li>▪ Is respectful and cooperative in dealings with students, staff, and parents.</li><li>▪ Focuses on solutions.</li><li>▪ Observes workplace guidelines.</li></ul>	<ul style="list-style-type: none"><li>▪ Is respectful and cooperative in dealings with students, staff, and parents.</li><li>▪ Seeks out innovative solutions.</li><li>▪ Supports and values colleagues' input.</li></ul>
6.C. Meets deadlines and attends meetings	<ul style="list-style-type: none"><li>▪ Often misses required deadlines.</li><li>▪ Is inconsistent in attending scheduled meetings.</li></ul>	<ul style="list-style-type: none"><li>▪ Usually meets mandated deadlines and attends scheduled meetings.</li></ul>	<ul style="list-style-type: none"><li>▪ Without exception, meets mandated deadlines and attends scheduled meetings.</li></ul>
6.D. Works with colleagues to improve professional practice	<ul style="list-style-type: none"><li>▪ Rarely converses with colleagues or seeks out other staff for collaboration.</li></ul>	<ul style="list-style-type: none"><li>▪ Engages in dialogue with colleagues and collaborates with staff.</li></ul>	<ul style="list-style-type: none"><li>▪ Initiates and collaborates with colleagues and staff to refine practice.</li></ul>





BURBANK UNIFIED SCHOOL DISTRICT  
Professional Assistance Plan  
School Year \_\_\_\_\_

Name \_\_\_\_\_ School \_\_\_\_\_ Assignment \_\_\_\_\_

**Specific Description of Area(s) in Need of Professional Assistance**

- (A) Progress of pupils toward standards: Description of Practice, Standard 5
- (B) Instructional techniques and strategies used by employee: Description of Practice, Standards 1, 3, and 4
- (C) Employee’s adherence to curricular objectives: Description of Practice, Standards 3 and 4
- (D) Establishment and maintenance of suitable learning environment: Description of Practices, Standard 2

**Statement(s) and Description(s) of Professional Assistance Plan and Description of What Constitutes Satisfactory Progress**

**Timeline for Completion of Professional Assistance Plan**

Beginning Date \_\_\_\_\_ Completion Date \_\_\_\_\_

**Evaluatee has successfully completed this Professional Assistance Plan**  Yes  No

This document will be placed in your personnel file. You have the right to submit a written response, which shall be attached to this document. Any response must be sent in writing directly to Human Resources Services. The evaluatee’s signature is an acknowledgment that the document has been received and does not constitute an endorsement of this evaluation

\_\_\_\_\_  
Evaluator’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee’s Signature

\_\_\_\_\_  
Date

**BURBANK UNIFIED SCHOOL DISTRICT**

**Employee End-of-the-Year Summary  
(Optional)**

**School Year \_\_\_\_\_**

Name \_\_\_\_\_ School \_\_\_\_\_ Assignment \_\_\_\_\_

---

**Evaluation of the Performance Criteria: A concise review of activities used to meet the performance criteria.**

---

**This document will be placed in your personnel file.**

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date



Burbank Unified School District

## ROP Teacher Evaluation

Name: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Position/Teaching Area: \_\_\_\_\_

Location: \_\_\_\_\_

### Rating Scale and Interpretation

1.	Excellent.....	Outstanding performance
2.	Strong.....	Exceeds acceptable performance
3.	Satisfactory.....	Meets acceptable performance
4.	Needs Improvement.....	Less than acceptable performance
5.	Unsatisfactory.....	Unacceptable performance
6.	Does Not Apply/Not Observed.....	Self-explanatory

### 1. Classroom Planning, Preparation, and Presentation

1	2	3	4	5	6

- a. Lessons are planned with ROP objectives and ESLRs in mind.
- b. Assignments, instruction, and explanations are given clearly and concisely.
- c. Sequencing of lessons is appropriate: materials/supplies for the lesson are in evidence.
- d. Class activities are organized and appropriate to the lesson.

Comments/Recommendations: \_\_\_\_\_

### 2. Teaching Competency-Techniques and Methods

1	2	3	4	5	6

- a. Uses a variety of instructional materials and teaching strategies
- b. Recognizes each student as an individual and provides for individual differences.
- c. Encourages student participation and conducts continuous evaluation of student progress.
- d. Provides classroom activities that are purposeful and meaningful.

Comments/Recommendations: \_\_\_\_\_

### 3. Classroom Management and Control

1	2	3	4	5	6

- a. Classroom atmosphere is maintained to keep students comfortable and at ease.
- b. Maintains positive control of classroom. Handles routine discipline problems, is firm but fair.
- c. Handles "problem" students with professionalism and due process.

Comments/Recommendations: \_\_\_\_\_

**Pre-Observation (determined before Evaluation):**

**4. Professional Responsibility, Attitude, and Growth**

1	2	3	4	5	6

a. Complies with professional growth requirements, completing all credential requirements requirements and mandatory inservices.

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b. Makes use of specific guidelines and programs offered by LACOROP (if a CC or CVC program, adheres with documentation procedures).


c. Reports attendance to LACOROP accurately and on time.


d. Maintains accurate and up-to-date records of students' absences/tardies. Refers identified students to counselor/technician in a timely manner.

--	--	--	--	--	--

e. Provides pupils with opportunities for success. Nominates students for "Student of the Month" and "Outstanding Student."

--	--	--	--	--	--

f. Follows the "due process" procedures with regard to discipline problems, where applicable. Uses the Referral/Special Report to parents.

--	--	--	--	--	--

g. Supports established administrative policies and directives, and observes proper line of authority.

--	--	--	--	--	--

h. Follows policies and procedures: securing equipment and supplies; safety and emergency information; teacher absences; deadlines.

--	--	--	--	--	--

i. Works effectively with administrators, teachers, support personnel such as technicians, Career Center staff, security, counselors, etc.

Comments/Recommendations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Overall Evaluation:**

1	2	3	4	5	6

Comments/Recommendations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature Evaluator

\_\_\_\_\_  
 Signature Evaluatee (Does not necessarily indicate agreement with evaluation)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**MEMORANDUMS  
OF  
UNDERSTANDING**

Memorandum of Understanding  
between the  
Burbank Unified School District  
and the  
Burbank Teachers Association  
June 28, 2023

Additional 2022-2023 Wage & Elementary Physical Education Agreement

- 1) Effective January 1, 2023, the following salary schedules and associated stipends shall receive a one (1) percent on schedule increase.
  - A-1 Certificated Bargaining Unit
  - A-2 Non-credentialed Certificated Bargaining Unit
  - A-3 Retired Certificated Bargaining Unit Members
  - B-1 Around the Bell Teachers Monthly
  - C Coaching Services
  - D-1 Adult Education Certificated Hourly Program Coordinator
  - D-2 Adult Education Resource teacher and Evening Program Coordinator
  - E Career Technical Education Teacher
  - F Miscellaneous Hourly Rate
  - G Extra Compensation for Co/Extracurricular Activities
  - H Certificated Pay Schedule for Hourly or Special Assignment
  
- 2) In exchange for the ongoing wage increase in section 1 of this Agreement the Burbank Teachers Association ("BTA") shall waive the one (1) percent off-schedule trigger agreed to in section 2 of the parties' May 11, 2023, Side Letter of Agreement.
  
- 3) Burbank Unified School District ("BUSD") shall fund the elementary school physical education program through June 30, 2025, including all certificated and classified positions associated with the program.

For BUSD:

  
A handwritten signature in black ink, appearing to read "Joarano", written over a horizontal line. Below the line is another handwritten signature in black ink.

For BTA:

  
A handwritten signature in blue ink, appearing to read "Belte", written over a horizontal line. Below the line is another handwritten signature in blue ink.

BURBANK TEACHERS ASSOCIATION  
AND  
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding  
Class Coverage by TOSAs

Effective November 8, 2021, ~~and for the remainder of the 2021-2022 school year,~~ the Parties agree to the following addition to Exhibit F of the BTA Collective Bargaining Agreement.

When class coverage by Curriculum Specialists and Teachers on Special Assignment (including but not limited to, ELD Coordinators and Title 1 Coordinators) is necessary, the following rates shall be used for compensation:

½ day rate: \$139.80  
Full day rate: \$279.60

For the purposes of determining rate and eligibility, the following criteria will be utilized:

Elementary:

½ day - at least three hours in the same teacher's classroom, a full day - at least five hours in the same teacher's classroom ,

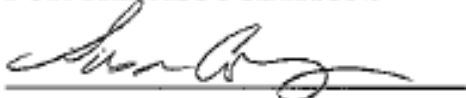
Secondary:

½ day - at least three sections in the same teacher's classroom, a full day - at least five sections in the same teacher's classroom

This rate only applies to the full coverage of a teacher's classroom in which the bargaining unit member is expected to fulfill the teaching duties in the absence of a teacher.

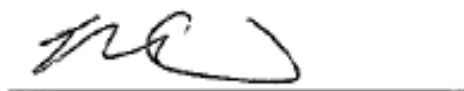
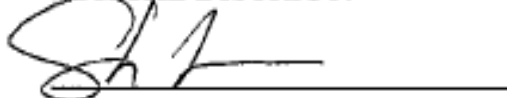
~~The MOU is not precedent setting and will expire at the end of the 2021-2022 school year.~~

FOR THE ASSOCIATION:



Date: 3/28/23

FOR THE DISTRICT:



Date: 3/28/23

MEMORADNUM OF UNDERSTANDING  
BETWEEN  
BURBANK UNIFIED SCHOOL DISTRICT  
AND  
BURBANK TEACHERS ASSOCIATION  
DEI LEAD TEACHERS  
February 8, 2023

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 ~~need for~~ DEI Lead teachers at each school site for the 2022-2023 school year.

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

1. DEI Lead Teacher:

The site leads will be tasked with 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 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 on 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 \$1,550 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:

*Diana Spartz*

3-8-23

FOR THE DISTRICT:

*[Signature]*

3-8-23

Tentative Agreement Between

between

Burbank Teachers Association

and

Burbank Unified School District

May 15, 2019

Memorandum of Understanding

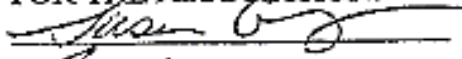
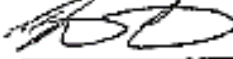
Joint Health Benefits Committee

The Burbank Unified School District's Joint Benefits Committee is comprised of representatives from BTA, CSEA, and BASA. BTA, CSEA and BASA may each appoint up to three (3) members to the committee and guests may also be permitted to attend committee meetings. Meetings shall begin no later than the end of September, 2019.

The purpose of the Committee is to become educated on health care and the options for school districts and to serve as a collaborative body that will work to educate the employees of Burbank Unified School District. The Committee may meet with the District's insurance broker and the various insurance carriers to evaluate coverage options and make policy recommendations to the Board of Education and the three employee associations. The Committee's recommendations will be based upon providing employees with a quality Health and Welfare Benefits package at a competitive price.

Committee members will participate in joint labor-management training on best practices for committee governance, health benefits purchasing and utilization.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: 5/15/19

FOR THE DISTRICT:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: 5/15/19

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BURBANK UNIFIED SCHOOL DISTRICT  
AND  
BURBANK TEACHERS ASSOCIATION  
Kinder Transition  
April 13, 2023

The 23/24 school year shall be a transitional year for kindergarten teachers to prepare for full day kindergarten beginning in the 24/25 school year. By Dec. 31, 2023, principals will meet with their Kinder teams to continue assessing the physical needs for Extended Day Kindergarten, including but not limited to, classroom space, kinder yard space, Cafeteria or other eating space for students, yard supervision and other related logistical issues. A list of needs shall be provided to the District. If Kinder teams desire, they can request a meeting with District personnel to express their needs and concerns. All kindergarten teachers shall be entitled to up to 10 hours of pay at the Curriculum Writing rate during the 23/24 school year to work on the transition, for meetings done outside of the school day.

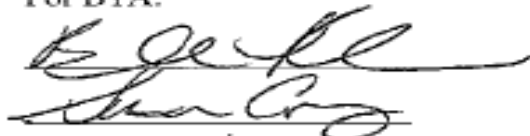
At individual school sites kindergarten teachers will meet periodically throughout the year to plan for the transition with their site principals. Teachers may plan during the contractual day if they choose, or after the contractual day if they choose and receive the Curriculum Writing rate of pay as part of their 10 hours. For kindergarten teachers currently at sites with full day kindergarten they can voluntarily meet with kindergarten teachers at other sites to help them plan for implementation and receive the Curriculum Writing Rate up to 10 hours, provided it is after contractual hours, and in coordination with their principal and teachers and principals at other sites making the transition. A list of these teachers shall be provided to kindergarten teachers at the other sites.

The Parties agree to meet and confer prior to March 15, 2024 to discuss the effects on ATB.

For the 2024 - 2025 school year, ATB teachers will be offered their current number of hours of employment. Priority for ATB assignments may be given to assisting kindergarten teachers.

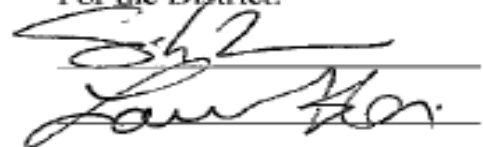
This MOU will expire at the end of the 2023-2024 school year and is not intended to set precedent.

For BTA:



4/13/23

For the District:





BURBANK TEACHERS ASSOCIATION

AND

BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding

Middle School Minimum Days

The Burbank Teachers Association and the Burbank Unified School District agree to allow the middle schools to implement two additional minimum days during the school year.

The instructional minutes have been verified by Dr. Paramo and the District is in support of this additional time for all three middle schools.

The additional time provided by these two minimum days will be as follows:

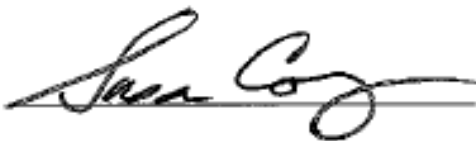
1. One day for teachers to work in their departments at their site.
2. One day for teachers to work with departments from other school sites with the agendas to be determined solely by the department chairs.

The dates of the minimum days will be determined each year by the Calendar Committee.

The MOU for this program will expire at the end of the 2024 – 2025 school year and does not in any way set precedent for any other minimum days at any of the other schools.

FOR THE ASSOCIATION:

FOR THE DISTRICT:



---

Date: 5/24/27

Date: 5/24/23

BURBANK TEACHERS ASSOCIATION  
AND  
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding  
Nurses

The Parties recognize the need to address the recruitment and retention of nurses.

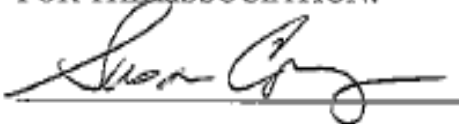

This MOU for the purpose of rating in nurses:

Fully licensed Nurses (credentialed or credential-pending\*\*\*) will receive credit for all years of prior verified professional Nurse experience working in a school, hospital or clinic, or licensed private practice setting at the time of initial placement.

\*\*\*Applicants must have begun the process for credentialing at the time he or she begins work.

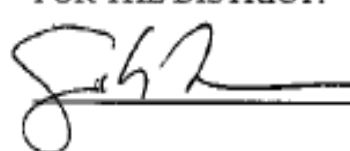
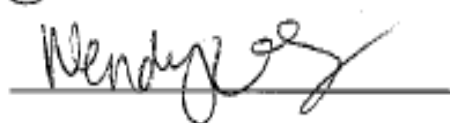
At the completion of the school year, all Nurses will receive a \$10,000 retention bonus (prorated for part-time employees). This is a once per school year bonus. Nurses must work the full year to receive the bonus. For nurses hired mid-year, the amount may be prorated for the number of months worked. Nurses who resign midyear or who take unpaid leave during the year will not qualify for this retention bonus.

FOR THE ASSOCIATION:

Date: 3/28/23

FOR THE DISTRICT:

Date: 3/28/23

BURBANK TEACHERS ASSOCIATION

AND

BURBANK UNIFIED SCHOOL DISTRICT

Return Rights for TOSA's and PE

May 25, 2023

For the 2023-2024 school year, the District created and hired 4 new assistant principals as well as elementary PE positions. After current district employees accepted the promotions or assignments, the money for those positions was reduced and funding is not guaranteed beyond the one year.

As a way to protect the employees in their current positions, the Parties agree to hold their spots for the 2024-2025 school year and to allow the teachers to have return rights. This MOU does not extend beyond the 10 (ten) employees. If the District finds a way to fund the positions beyond 2023-2024, the MOU will expire and the District will not hold the positions beyond the school year.

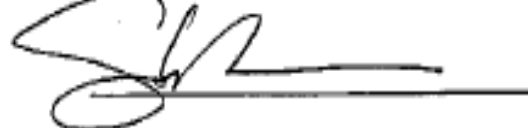
The MOU is not precedent setting and will expire at the end of the 2024-2025 school year.

For BTA:



5/26/23

For the District:



5/26/23

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.
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.

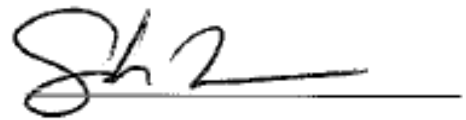
7. All waivers shall be for one (1) school year. Using the same voting method, sites will vote yearly on continuing the schedule change. The schedule change MOU will be mailed to BTA and the elections chair at least two weeks prior to April 1<sup>st</sup> in order to schedule a vote by April 1<sup>st</sup>. 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 school year.

FOR THE ASSOCIATION:

Date: 5/24/23

FOR THE DISTRICT:

  
\_\_\_\_\_

Date: 5/24/23

Memorandum of Understanding

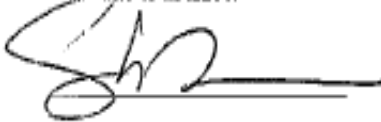
Between Burbank Teachers Association and Burbank Unified School District

SLP Work Distribution Committee

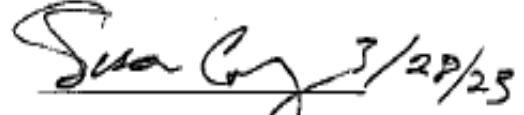
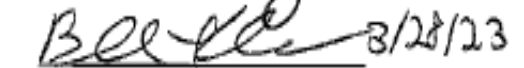
March 28, 2023

For the 2023-2024 school year, the parties agree to meet in a committee with the SPED Director and another SPED Admin and 3 BTA SLP representatives to do a work distribution analysis within the first month of school. This work case analysis shall be done to determine an appropriate case distribution. This work distribution shall be relative to the needs of students' receiving services.

For the District:

  
\_\_\_\_\_

For BTA:

 3/28/23  
 3/28/23

BURBANK TEACHERS ASSOCIATION  
AND  
BURBANK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding  
Voluntary Middle School Zero Period

The Burbank Teachers Association and the Burbank Unified School District agree to a flexible schedule in order to incorporate elective classes as a zero period in the rotating schedules in middle school and is limited to eighth grade students.

A voluntary zero period assignment, with work hours from 6:50 am to 3:00 pm, shall be offered to interested teachers whose elective courses will be offered for zero period. By May 1<sup>st</sup> of each year, the site administrator, in collaboration with the Association and the site representative, will determine the elective courses to be offered the following year.

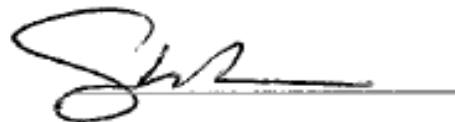
In order to avoid requiring the teacher to dedicate five (5) extra hours on campus per week, the teacher will collaborate with administration to determine five (5) conference periods and five (5) duty free periods when the master schedule is developed. An attempt will be made to maximize the alignment of the free period with lunch or the end of the day. During the free period, the teacher will be allowed to leave campus. The teacher may be required to cover another class during his/her conference period but not during his/her duty-free period per current practice. The teacher will be required to attend all faculty meetings, professional development, and teacher workdays.

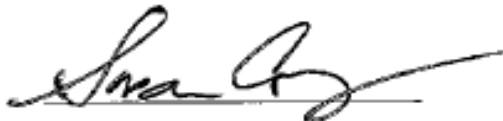
This MOU for this program will expire at the end of the 2024 – 2025 school year and does not in any way set precedent for any other zero period classes at the middle schools.

FOR THE ASSOCIATION:

FOR THE DISTRICT:







Date: 5/24/23

Date: 5/24/23

**SIDE LETTERS  
OF  
AGREEMENT**



Side Letter of Agreement

Between

The Burbank Unified School District and

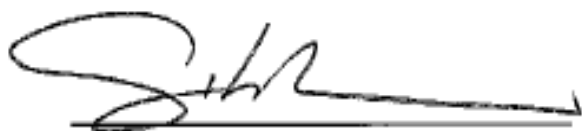
Burbank Teachers' Association

April 21, 2023

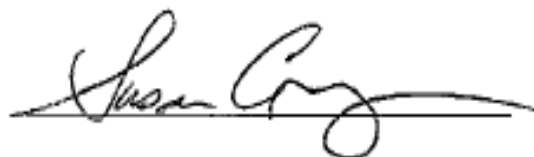
During the 2023-24 school year, Burbank Unified School District shall contract with a third-party firm to conduct an actuarial analysis to consider a Supplemental Early Retirement Program. Upon the completion of the analysis, administration shall review the findings with the Burbank Teachers Association and Classified School Employees Association.

If the analysis proves a net financial savings to the District in the two subsequent fiscal years, Burbank Unified School District shall offer such incentive program by June 30, 2024.

For the District:



For the Association:



4/28/23

BURBANK TEACHERS ASSOCIATION  
AND  
BURBANK UNIFIED SCHOOL DISTRICT

Side Letter of Agreement

BTA President Release Time

The Burbank Teachers Association President Nicole Drabecki shall teach periods 1, 2, and 3 and have a preparation period during period 4. She shall be released during periods 5 and 6 to attend to BTA business and issues and will attend all required staff meetings and attend to professional duties as they arise when they are not in conflict with meetings with the District or with matters related to BTA. During the two release periods, the President shall not engage in political activities prohibited by law or prohibited by Article 33 of the certificated Collective Bargaining Agreement.

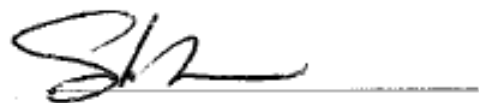
In addition, the BTA president shall be available at District request during one of the periods, to assist in teacher recruitment activities and LCAP planning and related activities and other activities of mutual interest and benefit.

One period shall be reimbursed to the District at 20% of Step 10 Column 3 or the actual cost of the replacement for the one period, whichever is lower. The District will continue to pay 100% of medical benefits.

This agreement is for the remainder of the BTA President's term. Upon election of a new BTA President, both sides agree to meet and decide on a new agreement on release time which does not necessarily agree to two periods of release time.

FOR THE ASSOCIATION:

FOR THE DISTRICT:



---

Date: 5/24/23

Date: 5/24/23

Side Letter of Agreement

Between

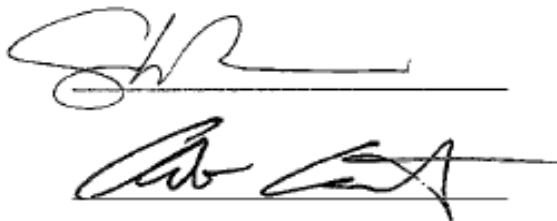
The Burbank Unified School District and  
Burbank Teachers' Association

May 11, 2023

For purposes of resolving 2022-23 negotiations pertaining to Article 7 and 8, the parties, as memorialized in this Side Letter of Agreement, agree to the following contingency language:

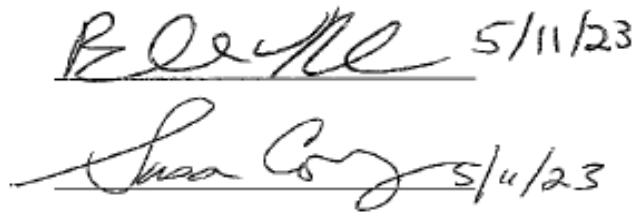
1. If in the Governor's May Budget Proposal Revision, the Governor reinstates the full initial Music, Arts and Instructional Materials Discretionary Block Grant allocation (\$8,836,085 for BUSD), members of BTA shall automatically receive an additional one percent (1%) one-time, off-schedule bonus, retroactive to July 1, 2022. In order for this provision to be triggered, the Governor's May Revision must maintain at least the same amount of on-going funding to Burbank Unified in the 2023-24 fiscal year.
2. The retroactive salary increase will not be paid until the 2023-2024 fiscal year. If in the 2022-23 BUSD unaudited actuals, the unrestricted ending fund balance closes at \$25,000,000 or more, members of BTA shall automatically receive an additional one percent (1%) one-time, off-schedule bonus, retroactive to July 1, 2022.
3. If as part of the 2023-24 state budget, LCFF revenues for BUSD increase by at least \$13,700,000 over total 2022-23 LCFF Revenues, BTA shall receive an additional 1% on the salary schedule effective July 1, 2023. If LCFF revenues for BUSD increase by \$15,400,000 over 2022-23 revenue, BTA shall receive a total of an additional 2% on schedule. Should part (3) take affect it shall negate (1) and (2) above. If part (3) does not take affect either (1) and/or (2) above may take affect if the triggers in (1) and/or (2) are met.
4. The provisions of this Side Letter shall not be modified and/or changed unless both parties mutually agree.
5. 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.
6. This Side Letter shall not be a precedent setting and shall not form any basis for a past practice.

For the District:



Two handwritten signatures for the District, one above the other, each on a horizontal line.

For the Association:



Two handwritten signatures for the Association, one above the other, each on a horizontal line. The top signature includes the date "5/11/23" and the bottom signature includes the date "5/11/23".

# Monterey Bell Schedule

Monday, Wednesday - Friday			
Per. 1	8:30	9:17	(47)
Per. 2	9:20	10:07	(47)
Nutrition	10:07	10:17	(10)
Per. 3	10:20	11:07	(47)
Per. 4	11:10	12:10	(60)
Lunch	12:10	12:50	(40)
Per. 5	12:53	1:40	(47)
Per. 6	1:43	2:30	(47)
Intervention	2:33	3:03	(30)
PD	3:03	3:30	(27)

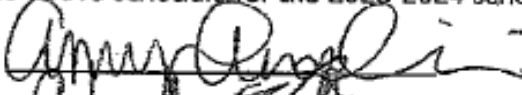
Tuesday			
Per. 1	8:30	9:17	(47)
Per. 2	9:20	10:07	(47)
Nutrition	10:07	10:17	(10)
Per. 3	10:20	11:07	(47)
Per. 4	11:10	11:57	(47)
Lunch	11:57	12:37	(40)
Per. 5	12:40	1:27	(47)
Per. 6	1:30	2:17	(47)
Staff Meeting	2:30	3:30	(60)

325 instructional minutes


282 instructional minutes

We, the undersigned, agree to the above schedule for the 2023-2024 school year.

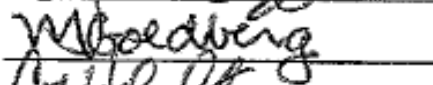
Amy Angelini



Jaannette Elliott



Michelle Goldberg



Carol Holubek



Lisa Jo Lamere



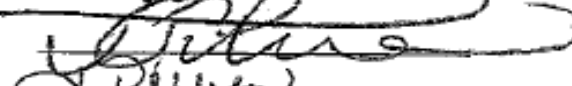
Brian Loyd



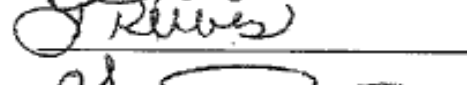
Michelle Otis



Tanase Petrenco



Jamie Reeves



Gabrielle Sharaga



 5/24/23

 5/24/23

 5/24/23